

**RECREATIONAL TRAILS PROGRAM**  
**STATE/SPONSOR PROJECT AGREEMENT**

**This Project Agreement is entered into by and between the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department and the City of Norman, the Project Sponsor.**

Federal Project Number NRT-2015 (100)                      State Project Number 15-06  
Project Sponsor **City of Norman**  
Project Name: Sutton Urban Wilderness Trail Improvements  
Project Period: May 2016 – December 2017  
Total Project Cost \$200,000  
Approved Federal Funds \$160,000                      Local Funds \$40,000

**In consideration for the matching grant funds provided by the State of Oklahoma, the Project Sponsor agrees to perform the work identified in the project scope and agrees to comply with all of the requirements noted in this agreement. As a part of this project, a sign recognizing the Recreational Trails Program (RTP) must be installed at the trail facility. This facility shall remain open to the public for a period not less than twenty-five years. In the event that a facility funded through the RTP becomes unusable as a recreation facility and/or does not remain open to the public, the project sponsor will be obligated to pay back federal funds received. Cash will be due within 90 days of closure.**

**PROJECT SCOPE:**

- 1) Grading and restoration of an established wilderness trail to include crushed granite surfacing.
- 2) Project will also include paving a portion of the trail from the parking area to the lake with asphalt to make ADA accessible.
- 3) Project will also include expanding the parking, signage, and clearing of invasive species.

Cost estimate will be used as submitted.

**Environmental Categorical Exclusion Approved**

This Proposal is not intended to include those projects or actions which would cause significant environmental impacts, affect wetland areas or require dredging or filling within the channel of a navigable waterway. The project will not affect significant archaeological or historical resources as determined by the State Historic Preservation officer and the Oklahoma Archeological Survey.

The undersigned Project Sponsor does hereby agree and accept the same responsibility and obligations set out in the herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The undersigned Project Sponsor of the State of Oklahoma further understands, agrees, and accepts that this project is not effective and no costs should be incurred until this Project Agreement has been duly executed by the State of Oklahoma and the said Project Sponsor on the herein described project until it has received said notification by the State.

The Project Sponsor Agrees to comply with the terms and intent of the following:

1. Equal Opportunity Clause (41 CFR 60-1.4);
2. Nonsegregated Facilities Statement (41 CFR 60-1.8);
3. Notice of Requirement for Affirmative Action (41 CFR 60-4.2);
4. Standard Federal Equal Employment Opportunity Specifications (41 CFR 60-3);
5. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646);
6. Facility designs must be in accordance with the Architectural Barriers Act of 1968 (P. L. 90-480 as amended through 1978), and the Americans With Disabilities Act (ADA) (P. L. 101-336, 1990).
7. Civil Rights Assurance of Compliance
8. Compliance Report Title VI Civil Rights Act of 1964
9. Assurances Construction Programs/Assurances Non-construction Programs
10. Debarment and Suspension Agreements
11. Flood Disaster Protection Act of 1973 (P.L. 93-234); and all applicable regulations and procedures implementing these Acts.
12. Public Law 100-463 (H.R. 4781) Any contract work that is \$50,000 or over must be put out to bid.
13. Sponsor agrees to complete the project within two (2) years of the last date of signature on this agreement. Failure to complete the project within two years may result in forfeiture of any unexpended balance of funds.
14. Sponsor shall submit reimbursement requests on a periodic basis in accordance with the budget submitted and Program requirements.

This Agreement incorporates the provisions of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), under federal statutes 23 U.S.C. 206.

**STATE OF OKLAHOMA**

BY *Roman*

TITLE State Liaison Officer

DATE 6/14/16

**PROJECT SPONSOR**

BY *Matt Hendren*

MATT HENDREN, Parks Superintendent  
NAME & TITLE

DATE 5/31/16

**If any person other than the Project Sponsor named above will be submitting for reimbursements and signing the Outlay Report for the Project Sponsor, that person must also sign and date below.**

BY *Suzanne Terry*  
Suzanne Terry, Proj Coord.  
NAME & TITLE

DATE 31 May 2016

BY *Kris Macek*  
KRIS MACEK, PARKS DIRECTOR  
NAME & TITLE

DATE 6/8/2016