

**FEDERAL LAND AND WATER CONSERVATION FUND PROGRAM**  
CFDA #: 15.916, Outdoor Recreation/Acquisition, Development & Planning  
Federal Opportunity #: **P24AP01407**  
**IOWA DEPARTMENT OF NATURAL RESOURCES**  
**PROJECT GRANT AGREEMENT**

**PROJECT #:** 19-01388

<b>NAME OF GRANTEE:</b>	<u>CITY OF AMES</u>
<b>PROJECT TITLE:</b>	<u>SANDS-MCDORMAN ACQUISITION</u>
<b>AWARD CEILING:</b>	<u>\$175000.00 (Federal Cost Share rate of .152462%)</u>
<b>PROJECT PERIOD:</b>	<u>9/6/2023 - 9/5/2026</u>
<b>GRANTEE ADDRESS:</b>	<u>515 CLARK AVENUE</u> <u>AMES, IA 50010</u>
<b>PROJECT COUNTY:</b>	<u>STORY</u>

**PROJECT SCOPE:** ACQUISITION OF 48.6 ACRES OF LAND FOR FUTURE DEVELOPMENT OF A COMMUNITY PARK THAT WILL INCLUDE NATIVE PLANTS/HABITAT, ADA RECREATION, AND STREAM RESTORATION, LOCATED ON THE SOUTH SIDE OF ONTARIO STREET IN THE NW SECTION OF AMES, STORY COUNTY, IOWA.

*In the event that Historic Properties are inadvertently encountered during the undertaking of this project, work will immediately cease and the Grantee will notify the Iowa Department of Natural Resources within 48 hours, or as soon as reasonably possible. The DNR, in consultation with the National Park Service, State Historic Preservation Officer, and Indian Tribes will make reasonable efforts to avoid, minimize or mitigate adverse effects on those historic properties.*

**PROJECT REPORTING DATES:**

Annual Reports include the Federal Financial Report (FFR) and Performance Progress Report (PPR). The Grantee is required to provide a summary of annual expenses on the project along with a short narrative of project accomplishments, including any concerns or issues that have developed, by the following dates.

<b>Year 1 Reports Due:</b>	<u>12/29/2023</u>
<b>Year 2 Reports Due:</b>	<u>12/29/2024</u>
<b>Year 3 Reports Due:</b>	<u>12/29/2025</u>
<b>Final Reports Due:</b>	<u>1/3/2027</u>

The State of Iowa, represented by the Director, Department of Natural Resources, and the local agency named on the reverse side, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

The State hereby promises, in consideration of the promises made by the local agency herein, to take the necessary steps and action and to attempt to enter an agreement and any necessary amendments to obtain federal cost-sharing for that portion of the project cost referred to on the reverse side as "Fund Amount," to accept such funds from the United States and disburse the same to reimburse the local agency that portion of the total project cost that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Iowa funds for the project costs described herein, to execute the project or project segment described on the reverse side in accordance with the terms of the agreement. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following special project terms and conditions are added to this agreement:

***Grantee must comply with the following special terms:***

- 1. A final signed LWCF Boundary Map will be submitted prior to final draw and project closeout.***
- 2. Must provide a yellow book appraisal and appraisal review form prior to initial payment.***

***Reimbursement of expenses will be .152462% of each total billing, up to the total Grant Award.***

***The grantee shall comply with 2 CFR Part 200, 2 CFR Part 1402.***

***The grantee shall comply with the Build America, Buy America Law, Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58, unless a waiver is applied for and approved by the Department of Interior and the Made in America Office. See Buy America section attached.***

***A final billing for reimbursement shall be submitted to the State not later than 90 days following the expiration of the project period. See Section A-2 below for requirements.***

STATE OF IOWA

LOCAL AGENCY

By: \_\_\_\_\_  
Kayla Lyon, Director  
Iowa Department of Natural Resources

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
JOHN A. HAILA, MAYOR, CITY OF AMES  
Name & Title

\_\_\_\_\_  
9/6/2023  
Date

<p style="text-align: center;"><b>DEPARTMENT OF NATURAL RESOURCES LAND &amp; WATER CONSERVATION FUND</b></p>
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**A. DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION**

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

**A-1 PROJECT PERFORMANCE**

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds \$25,000, the following requirements shall apply with respect to performance of the work:
  - A. Bids and Awards. Competitive open bidding shall be required, unless the National Park Service (NPS) waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS.
  - B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved for a period of three years after the completion of the project. Change orders should be made part of the project file and kept for audits.
  - C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction, including information on the efforts to procure Federal Buy America materials. It is preferable to include this information in notices released prior to the issuance of bid invitations.
  - D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.
2. Compliance with State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.
3. Compliance with Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, and the Federal Title 36, Chapter 1, Part 59; Post-Completion Compliance Responsibilities.

**A-2 PROJECT BILLING & REQUIRED DOCUMENTATION**

Reimbursement of expenses will be at the approved % of the Grant Award to the total project costs.

Project billings shall be submitted to the State on the following basis:

1. Up to \$10,000 total project cost - one billing.

2. Between \$10,000 and \$150,000 total project cost - no more than two billings.
3. Over \$150,000 total project cost - no more than three billings.
4. Land purchases - one billing.

**The following documentation is required for reimbursement requests:**

1. Reimbursements are requested by submitting a letter requesting reimbursement, include the Grant # and name, a paragraph on the project elements completed, total project expenses, amount being requested, and sign and date the letter.
2. Each development project billing shall include copies of all expenditures for the project.
  - a. The date the expense was incurred.
  - b. Evidence that the expense is chargeable to the project, copy of advertisement for bids and bid spread sheet or minutes of bid letting meeting.
  - c. Evidence that the expense has been paid, photocopies of cancelled checks/expense ledgers.
3. With the final reimbursement, include photos of the completed project and a legal description of the park property.

Any State sales tax refund received under the provisions of Chapter 422.45(7) of the Code of Iowa must be deducted from the total project costs.

Income that accrues to a fund-assisted area during the project period from sources other than the intended recreational use must also be deducted from the total project cost. Examples include sale or rental of buildings, sale of timber, gravel, etc., rental of land, and agricultural income to participant. After project period, all income should be used to further the development of the project.

**FAILURE TO SUBMIT THE NECESSARY DOCUMENTATION WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.**

### **A-3 BUILD AMERICA, BUY AMERICA**

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than

55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

#### *Waivers*

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to

<https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

### *Definitions*

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the U.S.

## **A-4 ACCOUNTS & RECORDS**

1. Financial Responsibility. The State shall be responsible for the financial management of accepted projects. Appropriate internal controls must, therefore, be adopted and installed to ensure that the project is accomplished in the most efficient and economical manner.
2. Accounting for Funds Received. The State shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Fund monies paid to the State pursuant to the Act. The accounting procedure should be based on generally-accepted accounting standards and principles and generally meet the following minimum requirements, unless the Director, NPS agrees to exceptions:
  - A. Establishment of separate accounts and supporting documents for each project. Each project account should be identified by the number assigned to the property by the NPS (i.e. 19-00600).
  - B. Identification of all receipts in sufficient detail to show the source of such receipts.
  - C. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.
  - D. Cross-referencing to each expenditure with the supporting purchase order, contract, voucher, bill, etc. These supporting documents should contain the signature of the official authorized to approve such expenditures.
  - E. Maintenance of adequate records, approved by the appropriate official, to show that all salaries and wages charged against projects are authorized.
  - F. Maintenance of detailed payroll vouchers (names/gross amounts) for salaries/wages.
  - G. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
  - H. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
  - I. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.

The State shall require political subdivisions of public agencies, to which federal funds have been transferred, to provide similar accounting procedures as are required of the State by the NPS.
3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, must be kept readily available for examination by duly-authorized representatives of the NPS, the Department of Interior, and the General Accounting Office. All such records shall be retained and available for inspection for a period of three years after final payment.

## **A-5 REPORTING**

Your Agreement identifies reporting periods. Two or three annual reports and one final report are required. They should include a summary of activities completed during the report period and a financial report of expenditures for the reporting period and to date. No specific report format is required.

## **A-6 NOTICE**

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or

installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

ANY DEVIATION FROM THESE INSTRUCTIONS MAY JEOPARDIZE YOUR FEDERAL ASSISTANCE ON SOME PORTION OF YOUR PROJECTS.

## **B. ACQUISITION PROJECTS - PERFORMANCE & ADMINISTRATION**

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

### **B-1 ACCOUNTS & RECORDS**

1. The participating agency will establish a separate account for each land acquisition project which will be identified by the number assigned to the project by the NPS. Supporting documents such as claims for land costs should also be referenced with the NPS project number.
2. All financial records pertaining to the project must be kept readily available for examination by Federal auditors. All such records shall be retained for inspection for a period of three years after the project is completed or terminated and a final audit on the project conducted.

### **B-2 PROJECT BILLING & DOCUMENTATION**

A project billing may be submitted at any time after the appraisals have been approved and payment for the land has been made. Please submit four (4) copies of the attached claim voucher, to include signature, date, federal ID number and requested reimbursement amount.

1. Statement of Just Compensation for each tract of land.
2. Written and Signed Offer to Buy.
3. Statement of Differences in Value for each tract (when necessary).
4. Application for Reimbursement of Expenses Incurred in Selling Real Property with attached documentation - each tract, or;
5. Certificate of Title for each tract of land prepared by the participating agency's official legal officer indicating title to be in the name of the participating agency.
6. Photocopies of the deeds.
7. Photocopies of cancelled checks/warrants issued in payment for land costs, incidental expenses and relocation expenses.



**SHADED AREA FOR DNR USE ONLY**

ACCOUNTING DEPT. RETURN ONE COPY TO:

KMOENCH \_\_\_\_\_

CITY OF AMES  
515 CLARK AVENUE  
AMES, IA 50010  
STATE ID #:

DOC #: \_\_\_\_\_ DATE: \_\_\_\_\_

1<sup>ST</sup> PYMT: \_\_\_\_\_

FUND/DEPT/ORG/\$ \_\_\_\_\_

**DEPARTMENT OF NATURAL RESOURCES  
PROJECT BILLING - LAND & WATER CONSERVATION FUND**

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing.

Grant Recipient: CITY OF AMES

Project #: 19-01388

Project Title: SANDS-MCDORMAN ACQUISITION

Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	Expenditures This Billing	"To Date" Item Expenditures
<b>Totals</b>			
<b>Less Expenditures In Excess of Total Authorized Project Budget:</b>			
<b>Total "To Date" Expenditures:</b>			
<b>CLAIM REQUEST (___% OF "TO DATE" EXPENDITURES):</b>			
<b>LESS PREVIOUS PAYMENTS OF:</b>			
<b>TOTAL CLAIM TO BE PAID:</b>			

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Please sign and mail or email to:**

LWCF Program, Budget & Finance Bureau  
Iowa Department of Natural Resources  
6200 Park Avenue, Suite 200  
Des Moines, IA 50321  
Kathleen.moench@dnr.iowa.gov

**ATTACHMENT A –  
LWCF GENERAL PROVISIONS**

**Part I – Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 69 (October 1, 2008).
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water

Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

## G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XVII.A.2 of the Grant Agreement to which these terms are attached.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

## Part III - Project Assurances

### A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

### B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee in accord with Section C below.
6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

#### C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a

state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.