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State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION

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TDD Access: Relay NH 1-800-735-2964
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August 7, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, Bureau of Community Recreation to **Retroactively** award a federal Land and Water Conservation Fund (LWCF) – State Assistance Program sub-grant to the Town of Swanzey (VC#177485) in the amount of \$46,910 for the development of public outdoor recreation property, effective upon Governor and Council approval for the period June 1, 2020 through May 31, 2025. 100% Federal Funds.

Funding is available in account, LW Conserve Fund Grants, as follows:

	<u>FY 2025</u>
03-035-035-351510-37170000-072-500574- Grants to Local Gov's - Federal	\$46,910

EXPLANATION

This request is **Retroactive** because the DNCR discovered through refinement of its internal control initiatives, that the Bureau of Community Recreation had inadvertently proceeded as the presumed designated State Liaison Officer to the NPS for the LWCF-State Assistance Program authority to award sub-grants to local units of government for the pass-through of these federal funds as described within the federal LWCF program manual. Clarification that LWCF sub-grants necessitate Governor and Council approval has been identified through internal controls oversight from the DNCR Office of Administration resulting with this request, to implement the State's standardized G-1 grant agreement form.

The LWCF-State Assistance Program is funded by the US Department of Interior, National Park Service (NPS) under the LWCF Act of 1965 (Public Law 88-578) codified as positive law at 54 U.S.C. § 200301 et seq. The program provides matching/reimbursement grants to States, and through States to local units of government as sub-recipients, for the acquisition, development and/or renovation of public outdoor recreation sites and facilities. Grants approved by the NPS are first received by the DNCR then passed through to the local government sub-recipients. As a condition of this \$46,910 sub-grant the Town of Swanzey commits, at minimum, an additional \$46,910 from other sources in fulfillment of the program's 1:1 cost share requirement. Pending completion of scope, the overall value of the project will be \$93,820 or more.

The initial federal award for this sub-grant, LWCF #33-00731, was approved by the NPS on June 4, 2020. Due to significant project delays and cost increases that resulted from adverse impacts to supplies and services by the COVID-19 pandemic, the NPS subsequently approved an extension of the federal award period of performance, LWCF #33-00731.1, on May 18, 2023 through May 31, 2025.

The Town of Swanzey will use this sub-grant as amended towards development of a picnic shelter, a half basketball court, access to the Ashuelot River, and park landscaping at West Swanzey Athletic Association Memorial Park located at 53 Main Street.

The Attorney General's Office has reviewed and approved the attached grant agreement as to form, substance, and execution.

Respectfully submitted,

(19M)

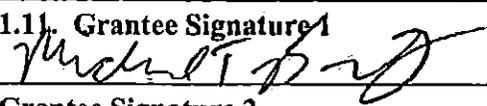
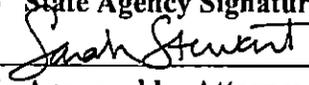
A handwritten signature in cursive script that reads "Sarah L. Stewart". The signature is written in black ink and is positioned above a horizontal line.

Sarah L. Stewart
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural and Cultural Resources Division of Parks and Recreation		1.2. State Agency Address 172 Pembroke Rd, Concord, NH 03301	
1.3. Grantee Name Town of Swanzev		1.4. Grantee Address PO Box 10009, Swanzev, NH 034461	
1.5. Grantee Phone # (603) 352-7411	1.6. Account Number 37170000-072-500574	1.7. Completion Date May 31, 2025	1.8. Grant Limitation \$ 46,910.00
1.9. Grant Officer for State Agency Eric Feldbaum		1.10. State Agency Telephone Number (603) 271-3556	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Michael Bradley, Town Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Sarah L. Stewart, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: 7/24/2024			
1.16. Approval by Governor and Council (if applicable)			
By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Initials: 
Date: 6/26/24

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.
- 8.1. PERSONNEL.
- The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever; and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time; thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Initials: MTB

Date: 6/26/25

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Initials: MTS
 Date: 6/26/29

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM

EXHIBIT A
Special Provisions

Subject: 33-00731/P20AP00300, West Swanzey AA Memorial Park, Town of Swanzey (UEI# DA5LE1SLNR76)

The following special provisions modify, delete, or add to the General Provisions of the Grant Agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. Definitions

- a. The terms "State" and/or "Recipient" used herein refers to the State of New Hampshire, Department of Natural and Cultural Resources ("DNCR").
- b. The terms "State Liaison Officer" ("SLO") and "Alternate State Liaison Officer" ("ASLO") used herein refers to the State official(s) designated by the Governor of the State, and duly authorized under Chapter 1.A.3 of the LWCF Federal Financial Assistance Manual (Vol. 72, 10/01/2023), to accept and administer funds for the purpose of the LWCF Program.
- c. The term "Subrecipient" used herein refers to the unit of local government, identified in section 1.3 of the State of New Hampshire GRANT AGREEMENT (Form Number G-1, version 11/2021) – GENERAL PROVISIONS, further identified as the Town of Swanzey.
- d. The term "Land and Water Conservation Fund" ("LWCF") means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. §2003), which is administered by the United States Department of the Interior, National Park Service ("NPS").
- e. The term "Federal Grant Agreement" refers to the federal Notice of Award, 33-00731/P20AP00300, which is authorized by the LWCF State Assistance Program and is between the State of New Hampshire, Department of Natural and Cultural Resources ("DNCR" of "Recipient") identified in Paragraph 1.E of the LWCF General Provisions of the United States Department of Interior, National Park Service ("NPS").
- f. The term "Subaward Agreement" refers to this grant agreement, which is a sub-award between the DNCR or Recipient and the Subrecipient identified in Paragraph 1.3 of the General Provisions State of New Hampshire GRANT AGREEMENT (Form Number G-1, version 11/2021).

2. Conditions for Pass-through Grant Assistance

- a. This Subaward Agreement between the Recipient and the Subrecipient is a sub-award grant that allows the Recipient to provide pass-through financial assistance to the Subrecipient under the

LWCF State Assistance Program, identified under the Catalog of Federal Domestic Assistance (CFDA) number #15.916. The Recipient has submitted, through its process of selection, the federal application for this project on behalf of the Subrecipient. The NPS has approved and awarded this grant, number 33-00729/P20AP00298 pursuant to the Notice of Award and all attachments [A through G] thereto issued on 06/04/2020, with amendment issued on 05/18/2023, and incorporated here by reference.

- b. Within ARTICLE VI of the federal/state agreement mentioned above, the Subrecipient is noted as a responsible party thereto.
- c. The Subrecipient agrees to adhere to all Federal, State, and local laws, rules, regulations, and codes which are now, or in the future may become, applicable to the project in its entirety in any way, without further notice.
- d. The Subrecipient agrees to comply with the requirements of 2 CFR § 200.92 Subaward; 200.101 Applicability; and 200.332 Requirements for pass-through entities as stated in the Federal Grant Agreement.
- e. The Subrecipient agrees to comply with all state requirements for competitive selection or justification for sole source procurement and in accordance with 2 CFR 200.318-200.327.
- f. The Subrecipient shall not amend, revise, or change the Approved Application or the Scope of Work as described in Exhibit B without the prior written consent of the Recipient, and approval from the NPS as required.
- g. The Subrecipient agrees to submit receipts and invoices pertaining to actual project expenses to the Recipient as well as the required non-Federal cost share as detailed in Exhibit C of this agreement. Subrecipient agrees to submit all supporting documentation and information that may be requested by the Recipient to verify the actual costs and non-Federal cost share incurred by the Subrecipient.
- h. The Subrecipient agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Subaward Agreement. Periodic inspections of the project work site or financial records related to the project may be conducted by officials or designees of the Recipient.
- i. The Subrecipient agrees to submit all documentation requested by the Recipient including all information necessary for Recipient to meet the reporting requirements contained within the Notice of Award pertaining to 33-00731/P20AP00300. Subrecipient's failure to supply the requested documentation may result in the withholding of reimbursement by the Recipient and may be grounds for termination.
- j. The Subrecipient agrees to submit quarterly performance and financial reporting through the AmpliFund platform or other form determined by the Recipient.

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3. **Penalties**

Failure by the Subrecipient to comply with any of the rules governing reimbursement of funds may result in the non-reimbursement of funds providing corrections are not made within the Project Period.

4. **Ongoing Requirements of Receiving Federal LWCF Assistance Funds**

The Subrecipient agrees that the property described in the Approved Application and this Subaward Agreement is being acquired and/or developed with LWCF assistance and therefore, without the approval of the Secretary of the United States Department of the Interior, 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 property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive 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 (54 U.S.C. 200305(f)(3)). The LWCF post completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection.

5. **Non-Discrimination**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

6. **Drug-Free Workplace**

The Subrecipient covenants and agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

7. **Lobbying**

The Subrecipient agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352.

8. **Debarment and Suspension**

The Subrecipient agrees to comply with the provisions of Executive Office of the President, Executive Orders 12549 and 12698, 2 CFR part 180, and 45 CFR Part 76 regarding Debarment,

Suspension, and Other Responsibility matters. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities.

9. Universal Accessibility

The Subrecipient shall comply with all applicable provisions of the Architectural Barriers Act of 1968 (Public Law 90-480); Section 504 of the Rehabilitation Act of 1973, as amended; and the Americans with Disabilities Act.

10. Build America, Buy America

The Subrecipient agrees to comply with The Infrastructure Investment and Jobs Act ("IIJA") Pub. L. 117-158, which includes the Build America, Buy America Act ("the Act"). Pub. L. 117-58, §§70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that "none of the funds made available for a 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." Use of iron, steel, manufactured products, and construction materials used under the terms of this Grant Agreement must be produced in the United States.

11. Copeland "Anti-Kickback" Act

The Subrecipient covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Grant Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM**

**EXHIBIT B
Scope of Work**

Subject: 33-00731/P20AP00300, West Swanzey AA Memorial Park, Town of Swanzey

The Town of Swanzey ("Subrecipient") shall complete the scope of work in accordance with the Notice of Award and Federal Grant Agreement 33-00731/P20AP00300 between the United States National Park Service and the State of New Hampshire Department of Natural and Cultural Resources, and in particular Article II - Project Goals and Objectives, Article III - Public Purpose, Article V - Statement of Work, and Attachment F - Project Application and Attachments.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM**

**EXHIBIT C
Payment Terms**

Subject: 33-00731/P20AP00300, West Swanzey AA Memorial Park, Town of Swanzey

1. Grant Amount

The State (also "DNCR" or "Recipient") shall provide funding to the Subrecipient in an amount not to exceed \$46,910.00 in accordance with the National Park Service (NPS) approved Notice of Award. Line items identified in the Budget Detail as "Indirect Costs" and/or "Audit Fund Set Aside" are retained by the DNCR and do not apply to this Subaward Agreement. Although payments to the Subrecipient are made by the State, they are effectively Federal pass-through funds.

2. Cost-Share

- a. Pursuant to Article VII of the Federal Grant Agreement, at least 50% non-Federal cost-share is required from the Subrecipient for total project costs incurred under this agreement. The Subrecipient shall contribute an amount equal to or greater than the amount reimbursed by the State.
- b. The Subrecipient shall submit all cost share obligations to the State for approval. Only approved and allowable costs or valuations shall be applied to the Subrecipient's cost-share obligations.
- c. The State shall identify the appropriate rates for Subrecipient cost-share obligations based on the following:
 - (1) For unskilled or non-professional volunteer labor, the published annual valuation rate from the Independent Sector for the State of New Hampshire at the time of actual work performed shall apply.
 - (2) For donated or in-kind equipment, the published Federal Emergency Management Agency's Schedule of Equipment Rates at the time of actual work performed shall apply.
- d. The Subrecipient may submit towards its cost-share any pre-award costs, or costs incurred prior to the grant start date, as specified under ARTICLE VIII – PRE-AWARD INCURRENCE OF COSTS of the Federal Grant Agreement.

3. Payment

- a. Payment shall be made through reimbursement to the Subrecipient.

- b. The Subrecipient shall pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. An individual request for reimbursement may not be submitted to the State for less than 25% of the total grant amount.
- c. The Subrecipient must receive notice of pre-approval from the State to submit a reimbursement request. For the Subrecipient to receive pre-approval, and prior to a request for reimbursement, all of the following conditions must be fulfilled:
 - (1) The Subrecipient shall submit an adequate draft of the LWCF Area Map, as described in the LWCF Federal Financial Assistance Manual (v. 72, 10/01/2023) Chapter 6.B.4.
 - (2) The Subrecipient shall submit an adequate draft of the Notice of Grant Requirements, as described in the federal grant agreement (ARTICLE VI.A.4).
 - (3) The Subrecipient shall submit and/or be current with progress performance reporting via the AmpliFund Platform or other form as required by the State.
 - (4) The State shall conduct an onsite progress inspection, accompanied by the duly authorized representative of with the Subrecipient, to confirm work reported is completed relative to the pending reimbursement request. The State may delay the inspection if adverse conditions to an effective inspection exist, including but not limited to excessive snow cover, until acceptable conditions are available.
- d. Eligible costs must be incurred by the Subrecipient within the period of performance, and any pre-award costs specified in ARTICLE VIII, as indicated in the Notice of Award and Federal Grant Agreement. Requests for reimbursement shall be submitted via the AmpliFund platform or other form as required by the State. Adequate supporting documentation must be submitted with each reimbursement request, including but not limited to:
 - (1) Proof of payment such as paid-in-full receipts, cancelled checks (front and back), records of electronic transfers, real estate closing documents, etc. Invoices or project records shall indicate dates of purchase or service delivery.
 - (2) Record of the Subrecipient's cost-share requirement for an amount/value equal to or greater than the request for reimbursement.
- e. The State shall review and approve eligible costs submitted for reimbursement by the Subrecipient.
- f. The State shall not provide reimbursement for a percentage of the grant amount which exceeds the percentage of the completed scope of work detailed in Exhibit B.
- g. Payment shall be made to Subrecipient via check or ACH transfer, according to the Subrecipient's State vendor registration.
- h. The final 25% of the total grant amount shall be withheld until the project is verified to be complete by the State. The State shall not provide the final payment until Closeout of the Federal Grant Agreement is complete.

4. Closeout

- a. The Subrecipient shall notify the State that it is ready to initiate the process for closeout of the Subaward Agreement upon having completed the scope of work, or upon the expiration date of the Subaward Agreement, whichever comes first.
- b. Within the first 30 calendar days of the notice above or grant expiration, whichever comes first, the following procedures apply.
 - (1) The State shall coordinate and conduct a final onsite inspection, accompanied by the duly authorized representative of the Subrecipient, to confirm completion of the Scope of Work.
 - i Prior to, or during, the final onsite inspection, the State shall provide the Subrecipient with one or more LWCF acknowledgement signs to be posted by the Subrecipient at a permanent and publicly conspicuous location within the subject area. The sign(s) shall be accordingly posted prior to, or during, the final inspection.
 - ii Any deficiencies discovered during the inspection shall be referred to the Subrecipient for corrective action.
 - iii After a satisfactory final onsite inspection, the State shall produce a formal report thereof.
 - (2) The Subrecipient shall submit all final expense records as described in Section 3. Payment, above. The State shall review these records for completeness and eligibility. Any deficiencies discovered will be referred to the Subrecipient for corrective action.
 - (3) Following the successful completion of the items above, the State shall notify the Subrecipient to formally submit its request for closeout.
 - (4) The Subrecipient shall submit the formal request for closeout via the AmpliFund platform, or other form required by the State, no later than 60 calendar days from its initial request to initiate the process for closeout in Section 4.a above. This request shall include the following.
 - i A signed letter from the duly authorized representative of the Subrecipient certifying that the project has been completed as described in Exhibit B and in accordance with all applicable Federal, State and Local laws.
 - ii A copy of the Notice of Grant Requirements, as described in the federal grant agreement (Article VI.A.4), as recorded with the respective county registry of deeds. The Notice of Grant Requirement shall be reviewed and approved by the State prior to recording by the Subrecipient.
 - iii A mutually agreed-to LWCF Area Map, as described in the LWCF Federal Financial Assistance Manual (v. 72, 10/01/2023) Chapter 6.B.4., signed by the duly authorized representative of the Subrecipient. The map shall be reviewed and approved by the

MTB

State prior to signature and submission. In addition to the requirements described within the LWCF Federal Financial Assistance Manual, the map shall include:

- All final as-built facilities and features including but not limited to those funded by the grant.
- A clear and unique boundary line encompassing the subject viable public outdoor recreation area, including property acquired and/or developed as a viable recreation area as funded by the grant.
- The format and content of the box inserted into, or label affixed to, the LWCF Area Map for signatures by the State and Subrecipient must be provided by or pre-approved by the State.

c. Upon determination of an adequate closeout submission by the Subrecipient, the State shall:

- (1) Sign the LWCF Area Map.
- (2) Submit a request to the NPS to close-out the Federal Grant Agreement.
- (3) Perform the final drawdown of the associated federal account funds from the Automated Standard Application for Payment (ASAP) system.
- (4) Submit to the NPS any required final financial reports.

These actions by the State shall be completed no later than 120 calendar days from the expiration date of the Federal Notice of Award/Grant Agreement.

d. Following the submission by the State to the NPS for closeout of the Federal Grant Agreement, and final drawdown from the ASAP system, and confirmation by the NPS, the State shall:

- (1) Issue a grant closeout acknowledgement letter to the Subrecipient including:
 - The mutually signed and agreed-to LWCF Area Map.
 - The final onsite inspection report.
 - Notice of subsequent stewardship and compliance responsibilities, and record retention requirements.
- (2) Issue the final grant payment/reimbursement.
- (3) The Subrecipient shall provide further information and/or submit to audits as required by the State or NPS.

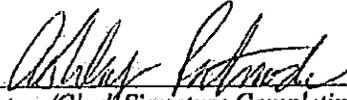
Municipality Certification of Authority

I, Ashley Patnode (Name), hereby certify/attest that I am the Deputy Town Clerk/Secretary of the Town of Swanzey (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on June 5, 20 24, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Michael Branley, Town Administrator (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of the Town of Swanzey (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of June 24, 20 24. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: 6/24/2024

ATTEST: 
(Secretary/Clerk Signature Completing this Certificate)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Swanze 620 Old Homestead Highway PO Box 10009 Swanzy, NH 03446	Member Number: 307	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regard to the grant agreement. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301					By: <i>Mary Beth Purcell</i>
					Date: 6/27/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Swanzev 620 Old Homestead Highway PO Box 10009 Swanzev, NH 03446	Member Number: 307	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/27/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

1. DATE ISSUED MM/DD/YYYY 06/04/2020

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P20AP00300-0000
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN P20AP00300

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 06/01/2020 Through 05/31/2023

7. BUDGET PERIOD MM/DD/YYYY
From 06/01/2020 Through 05/31/2023

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

8. TITLE OF PROJECT (OR PROGRAM)
33-00731 WEST SWANZEY MEMORIAL PARK FY18 LW

9a. GRANTEE NAME AND ADDRESS
Natural And Cultural Resources, New Hampshire Department Of
172 PEMBROKE RD
CONCORD, NH, 03301-5791

9b. GRANTEE PROJECT DIRECTOR
CONVERTED CONVERTED
[NOT KNOWN], 26

10a. GRANTEE AUTHORIZING OFFICIAL
CONVERTED CONVERTED
[NOT KNOWN], 26

10b. FEDERAL PROJECT OFFICER
Elisabeth Morgan

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 46,956.91
II Total project costs including grant funds and all other financial participation <u>11</u>		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	\$ 0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
b. Fringe Benefits	\$ 0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 46,956.91
c. Total Personnel Costs	\$ 0.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 46,956.91
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 0.00	a.	\$
g. Construction	\$ 0.00	b.	\$
h. Other	\$ 93,913.82	c.	\$
i. Contractual	\$ 0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	\$ 93,913.82	a. DEDUCTION	<input type="checkbox"/>
k. INDIRECT COSTS	\$ 0.00	b. ADDITIONAL COSTS	
I. TOTAL APPROVED BUDGET	\$ 93,913.82	c. MATCHING	
m. Federal Share	\$ 46,956.91	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	\$ 46,956.91	e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
NOT THE OFFICIAL AWARD DOCUMENT Administrative copy ONLY. Contact the NPS Financial Assistance Awarding Officer for the official signed agreement and any subsequent modifications.		a. The grant program legislation. b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

GRANTS MANAGEMENT OFFICIAL:

Gwen Smith
NPS, 100 Alabama Street SW, 1924 Bldg.
Atlanta, GA, 30303-1000
Phone: 404-507-5800

17. VENDOR CODE	0071394113	18a. UEI QEJNZ1E5YJX9	18b. DUNS 962583860	19. CONG. DIST.	NH-02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
10	20207942-10	\$46,956.91	06/01/2020	05/31/2023	5035	West Swanzey Memorial Park FY18 LW

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 06/04/2020
GRANT NO. P20AP00300-0000	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2020	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	05/31/2023	Final	09/28/2023

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2020	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	05/31/2023	Final	09/28/2023

1. DATE ISSUED MM/DD/YYYY 1a. SUPERSEDES AWARD NOTICE dated 06/04/2020
05/18/2023 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

NOTICE OF AWARD



2. CFDA NO.
15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P20AP00300-01
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN P20AP00300
5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 06/01/2020 Through 05/31/2025

7. BUDGET PERIOD MM/DD/YYYY
From 06/01/2020 Through 05/31/2025

AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

8. TITLE OF PROJECT (OR PROGRAM)
33-00731 WEST SWANZEY AA MEMORIAL PARK

9a. GRANTEE NAME AND ADDRESS
NATURAL AND CULTURAL RESOURCES, NEW HAMPSHIRE DEPARTMENT OF
172 PEMBROKE RD
CONCORD, NH, 03301-5791

9b. GRANTEE PROJECT DIRECTOR
ERIC FELDBAUM
172 Pembroke Road
Concord, NH, 03301-5767
Phone: 6032713556

10a. GRANTEE AUTHORIZING OFFICIAL
ERIC FELDBAUM
172 Pembroke Road
Concord, NH, 03301-5767

10b. FEDERAL PROJECT OFFICER
Toyya Mahoney
100 Alabama St. SW
Atlanta, GA, 30303
Phone: 702-465-2413

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 46,956.91			
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 46,956.91			
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0.00			
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period \$ 46,956.91			
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT			
e. Supplies	0.00	(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel	0.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a.	\$	d.	\$
h. Other	93,913.82	b.	\$	e.	\$
i. Contractual	0.00	c.	\$	f.	\$
j. TOTAL DIRECT COSTS	\$ 93,913.82	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
k. INDIRECT COSTS	\$ 0.00	a. DEDUCTION			
l. TOTAL APPROVED BUDGET	\$ 93,913.82	b. ADDITIONAL COSTS			
m. Federal Share	\$ 46,956.91	c. MATCHING			
n. Non-Federal Share	\$ 46,956.91	d. OTHER RESEARCH (Add / Deduct Option)			
		e. OTHER (See REMARKS)			
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
		a. The grant program legislation			
		b. The grant program regulations.			
		c. This award notice including terms and conditions, if any, noted below under REMARKS.			
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - Yes No)

This "No-Cost" amendment officially modifies and extends the period of performance end date for this agreement to 5/31/2025. There were several issues that have caused delays in completing this project, including: materials availability, significant late season storms occupying DPW staff, permitting challenges, meeting public demands regarding river access, and key staff turnover.

GRANTS MANAGEMENT OFFICIAL:

John Gauthier, Outdoor Recreation Planner
100 Alabama Street, SW 1924 Bldg.
Atlanta, GA, 30303
Phone: (404) 507-5688

17. VENDOR CODE		0071394113	18a. UEI	QEJNZ1E5YJX9	18b. DUNS	862583860	19. CONG. DIST.	02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION		
10	20207942-10	\$0.00	06/01/2020	05/31/2025	5035	West Swanzey Memorial Park FY18 LW		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 05/18/2023
GRANT NO. P20AP00300-01	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2020	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	05/31/2025	Final	09/28/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2020	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	05/31/2025	Final	09/28/2025

Grant Agreement

P20AP00300/33-00731

Between

THE UNITED STATES DEPARTMENT OF INTERIOR

NATIONAL PARK SERVICE

AND

NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DUNS No.: 962583860

172 Pembroke Road

Concord, New Hampshire 03301-5767

Merrimack County

CFDA: 15.916 Outdoor Recreation, Acquisition, Development and Planning

Project Title: West Swanzey AA Memorial Park

Amount of Federal Funds Obligated: \$46,956.91

Amount of Non-Federal Funding: \$46,956.91

Total Amount of Federal Award: \$93,913.82

Period of Performance: 06/01/2020 – 05/31/2023

This Grant Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the New Hampshire Department of Natural and Cultural Resources (Recipient).

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ARTICLE I – LEGAL AUTHORITY

The NPS enters into this Agreement pursuant to the Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. §200301 et. seq.).

ARTICLE II – PROJECT GOALS AND OBJECTIVES

LWCF financial assistance is provided to support projects that will acquire land and water and to develop basic outdoor recreation facilities to serve the present and future outdoor recreation demands and needs of the general public. Through this grant project, the Town of West Swanzey will construct an open-air pavilion, basketball court, access point to the Ashuelot River, conduct general landscaping, promote bank stabilization, and build a natural retaining wall at the West Swanzey Athletic Association Memorial Park. The Town acquired the 0.69-acre property in 2013 and to date has completed preliminary improvements, including the construction of a parking area and installation of grills, picnic tables, memorial benches, and a small gazebo. The West Swanzey AA Memorial Park can be accessed by the public from a driveway off of Main Street. The site currently has approximately 12 parking stalls, which would be maintained as part of the proposed improvement project. The village of West Swanzey also has an existing sidewalk network that provides direct pedestrian access to the park. The project site will be managed by the Town of Swanzey. The recipient, New Hampshire Department of Natural and Cultural Resources, maintains a positive record of administering LWCF grants and consistently accomplishes its goal of maintaining excellent park amenities.

ARTICLE III – PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

ARTICLE IV – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to NPS property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to NPS property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to NPS property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the NPS or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

ARTICLE V – STATEMENT OF WORK

This grant project will: 1) Construct an approximately 800 square foot open air pavilion; 2) Construct a 775 square foot basketball court; 3) Construct an updated access point to the Ashuelot River to improve public access; and 4) General landscaping, with a focus on native species to promote bank stabilization, protection from the summer sun, building a natural retaining wall to screen Main Street at the West Swanzey Athletic Association Memorial Park. This project will promote the SCORP goals of connecting people to the outdoors and stewardship and conservation of resources. The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and as further detailed in Attachment F of this agreement.

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Administer the grant to the Subrecipient, who will carry out the Statement of Work in accordance with Article IV, Attachment F, and the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Collect and submit annual and final performance and financial reports in accordance with Article XIV
3. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B
4. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) by the time of project closing in accordance with Attachment A, Part II.F
5. Verify the Subrecipient actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
6. Ensure signs are installed to identify the Federal funding in accordance with Attachment B, Chapter 7.C.

B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

C. Special Conditions

The method of valuation and charges for volunteer services, material, and equipment must be documented and approved by the State prior to the donations being applied to reimbursement requests in order for such contributions to be considered as part of the sponsor's matching share; in accordance with the LWCF Manual (2008) Chapter 5.B and OMB Circular A-102, 43 CFR 12.

ARTICLE VII – COST-SHARE REQUIREMENT

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, any reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

ARTICLE VIII – PRE-AWARD INCURRENCE OF COSTS

The Recipient is not entitled to reimbursement for, or use as match, costs incurred prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

ARTICLE IX – APPROVED INDIRECT RATE

The Federally negotiated audit set-aside rate to initially be applied against the cost base of \$46,956.91 in this agreement shall be one-tenth of one percent (0.01%). This rate is valid through the duration of this grant agreement. It is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally-negotiated rate.

ARTICLE X – TERM OF AGREEMENT

The Agreement will become effective upon 06/01/2020 (Effective Date) through 05/31/2023 (Expiration Date), unless terminated earlier per Article XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE XI – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Awarding Officer (AO):

Gwenevere P. Smith
Chief, Recreation Programs Branch
National Park Service
Interior Region 2
100 Alabama Street, SW 1924 Bldg.
Atlanta, GA 30303
(404) 507-5800
(404) 562-3246
gwen_smith@nps.gov

Program Officer (PO):

J. Jacob Gauthier, Program Officer
National Park Service
Recreation Programs Branch
Interior Region 2
100 Alabama Street, SW 1924 Bldg.
(404) 507-5897
(404) 562-3246
jacob_gauthier@nps.gov

2. For the Recipient:

Sarah L. Stewart, Commissioner/SLO
New Hampshire Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301
Phone: (603) 271-3556
Fax: (603)271-3553
Sarah.Stewart@dncr.nh.gov

Philip A. Bryce, Director/ASLO
New Hampshire Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Phone: (603) 271-3556
Fax: (603)271-3553
Phillip.Bryce@dncr.nh.gov

Eric Feldbaum, Community Recreation Specialist/ASLO

New Hampshire Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Phone: (603) 271-3556
Fax: (603)271-3553
Eric.Feldbaum@dncr.nh.gov

Vasilios Gegas, Program Specialist
New Hampshire Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Phone: (603) 271-3556
Fax: (603)271-3553
Vasilios.Gegas@dncr.nh.gov

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the PO with a copy to the AO. Communications that relate solely to technical matters may be sent only to the PO.
- C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE XII – AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$46,956.91 for the Statement of Work described in Article V and in accordance with the NPS approved budget. The approved budget detail is incorporated herein in Attachments D and F. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via signature.
- B. Recipient shall request payment in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of the Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are

dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE XIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE XIV – INSURANCE AND LIABILITY

- A. **Insurance.** The Recipient is expected to have sufficient financial resources to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. **Indemnification.** The Recipient is responsible for the acts or omissions of its own officers and employees. No other statement or representation, written or oral, shall be substituted or added in lieu of this paragraph. Statements or representations whereby the Recipient, either by itself or on behalf of the State of New Hampshire, agrees to indemnify or hold harmless another person or entity for injury or damage to persons or property shall not be included in this Agreement and are invalid. The Recipient has no authority to make such representations.

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80, the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment.

- C. **Flow-down:** For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the

Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

- D. Identified activities: The Town of Swanzev will: 1) Construct an approximately 800 square foot open air pavilion; 2) Construct a 775 square foot basketball court; 3) Construct an updated access point to the Ashuelot River to improve public access; and 4) General landscaping, with a focus on native species to promote bank stabilization, protection from the summer sun, building a natural retaining wall to screen Main Street at the West Swanzev Athletic Association Memorial Park.

ARTICLE XV – REPORTS AND/OR OUTPUTS/OUTCOMES.

- A. The following table sets forth the reporting requirements for this agreement.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. Summary of activities completed during the report period. See content requirements within 2 CFR 200.328.	No specific format required. Summary of activities completed during the entire period of performance. See content requirements in 2 CFR 200.328.
Reporting Frequency	Annual	Final Report due upon expiration of the Agreement Term or completion of the project, whichever is earlier.
Reporting Period	July 1 to June 30	Entire period of performance
Due Date*	Within 90 days after the end of the Reporting Period.	Within 90 days after the expiration date of the Agreement or completion of the project, whichever is earlier.
First Report Due Date	The first performance report for the reporting period ending June 30, 2021 is due on: <i>September 28, 2021</i>	N/A
Submit to:	Jacob Gauthier	Jacob Gauthier
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425 (all sections must be completed)
Reporting Frequency	Annual	Final Report due upon expiration of the Agreement Term or completion of the project, whichever is earlier.
Reporting Period	July 1 to June 30	Entire period of performance
Due Date*	Within 90 days after the end of the Reporting Period.	Within 90 days after the expiration date of the Agreement or completion of the project, whichever is earlier.
First Report Due Date	The first Federal financial report for the reporting period ending June 30, 2021 is due on: <i>September 28, 2021</i>	N/A
Submit to:	Jacob Gauthier	Jacob Gauthier

- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE XVI – PROPERTY UTILIZATION

Not Applicable.

ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the AO and the authorized representative of the Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and in Attachments A and B.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342 and in Attachments A and B.

ARTICLE XVIII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

a) **Administrative Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

b) **Determination of Allowable Costs:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

c) **Audit Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) Code of Federal Regulations/Regulatory Requirements:

2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305(5)). As allowed under 2 CFR §200.307 and the LWCF Manual, program income may be added to the Federal award by agreement of the NPS and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

B. Special Provisions –

1. Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.

2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data

after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.
5. **Audit Requirements**
 - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
6. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when

on official government business or when performing any work for or on behalf of the government.

8. **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
10. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
 - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
 - b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).
11. **Reporting Subawards and Executive Compensation.**

Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.fsrc.gov/> for more information.
12. **Conflict of Interest**
 - (a) **Applicability.**
 - (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
 - (b) **Requirements.**

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13. **Minimum Wages Under Executive Order 13658 (January 2015)**

- a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the

poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) *Payroll Records.*

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

- g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

14. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

15. Data Availability:

(a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

ARTICLE XIX – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

- Attachment A. LWCF General Provisions
- Attachment B. LWCF Federal Financial Assistance Manual (v. 69, October 1, 2008)
- Attachment C. SF-424 – Application for Federal Assistance
- Attachment D. SF-424C– Budget Information for Construction Programs
- Attachment E. SF-424D – Assurances for Construction Programs
- Attachment F. Project Application and Attachments
- Attachment G. 36 C.F.R. Part 59

The Standard Forms (SF) can be downloaded electronically at www.grants.gov or by contacting the NPS Awarding Officer.

ARTICLE XX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Eric Feldbaum Digitally signed by Eric Feldbaum
Date: 2020.08.04 13:03:05 -04'00'

Eric Feldbaum Date
Alternate State Liaison Officer

FOR THE NATIONAL PARK SERVICE

GWENEVERE SMITH Digitally signed by
GWENEVERE SMITH
Date: 2020.08.18 12:18:08
-04'00'

Gwenevere P. Smith Date
Awarding Officer

**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 XVIII.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 (P.L. 90-480) and DOI Section 504 Regulations (43 C.F.R. Part 17). The State will be responsible for conducting inspections to ensure 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, P.L. 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), EO 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 C.F.R. 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 XV 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.