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

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhstateparks.org

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December 20,2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, New Hampshire

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR) to enter into a **Retroactive** amendment to an existing grant agreement (Grant #33-00736) for a federal Land and Water Conservation Fund (LWCF) – State and Local Assistance Program sub-grant with the Town of Lancaster, (VC#177421), by extending the completion date from September 30, 2024 to September 30, 2026, with no change to the grant limitation of $180,000, effective upon Governor and Executive Council approval. The original grant agreement was approved by Governor and Council on August 30, 2024, item #113. 100% Federal Funds.

EXPLANATION

This request is **Retroactive** because the DNCR did not receive the necessary Federal approval by the National Park Service (NPS) to extend the grant period until near the original completion date of the grant. This request, upon approval, will provide the Town of Lancaster this necessary extension to complete the scope of work as described within the grant agreement for the development of facilities at Colonel Town located at 16 high Street, Lancaster.

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.

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

Respectfully Submitted,

Sarah L. Stewart
Commissioner

Amendment of G-1 Grant Agreement

The Department of Natural and Cultural Resources, Division of Parks & Recreation Bureau of Community Recreation, and the Town of Lancaster, hereby mutually agree to amend the sub-award of the federal Land and Water Conservation Fund (LWCF) grant, #33-00736_Colonel Town IV, originally approved by the Governor and Executive Council on August 30, 2024, Item #113.

1. Amend G-1 Sub-Grant Agreement section 1.7., Completion Date, from September 30, 2024 to September 30, 2026.

2. Change the grant project name in all G-1 Sub-Grant Agreement documents, forms, attachments, and exhibits from "Colonel Town Enhancements" to "Colonel Town IV".

3. All other terms and conditions of the original grant agreement shall remain the same in full force and effect as originally set forth; and

4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

, Town Manager
(Duly Authorized Name, Position)

12/18/2024
Date

Department of Natural and Cultural Resources

Sarah L. Stewart, Commissioner

12/20/2024
Date

Approved as to form, substance, and execution:

Jessica A King
Sr. Assist. Attorney General

1/15/24
Date

Municipality Certification of Authority

I, Charity Baker (*Name*), **hereby certify/attest** that I am duly elected Clerk/Secretary of Town of Lancaster (*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 December 16, 2024, at which a quorum of the Municipality Officers were present and voting.

> **RESOLVED:** That Jessica Cyr, Town Manager (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of Town of Lancaster (*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. 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: December 16, 2024

ATTEST: Charity Baker
(Secretary/Clerk Signature Completing this Certificate)

Primex
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Town of Lancaster 25 Main Street Lancaster, NH 03584	214	NH Public Risk Management Exchange - Primex³ 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	
X **General Liability (Occurrence Form)**	7/1/2024	7/1/2025	Each Occurrence	$ 1,000,000
Professional Liability (describe)			General Aggregate	$ 2,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll: $1,000			Aggregate	
Any auto				
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards 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:	X	Additional Covered Party		Loss Payee

NH Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

Primex³ – NH Public Risk Management Exchange

By: *Mary Beth Purcell*

Date: 12/12/2024 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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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:	*Member Number:*	*Company Affording Coverage:*
Town of Lancaster 25 Main Street Lancaster, NH 03584	214	NH Public Risk Management Exchange - Primex³ 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:	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2024 1/1/2025	1/1/2025 1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	By: *Mary Beth Purcell* Date: 12/12/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

NOTICE OF AWARD

1. DATE ISSUED MM/DD/YYYY: 09/20/2024	1a. SUPERSEDES AWARD NOTICE dated 09/14/2021 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.: P21AP12101-01 Originating MCA #	5. TYPE OF AWARD: Other
4a. FAIN: P21AP12101	5a. ACTION TYPE: Post Award Amendment
6. PROJECT PERIOD MM/DD/YYYY: From 10/01/2021	Through MM/DD/YYYY: 09/30/2026
7. BUDGET PERIOD MM/DD/YYYY: From 10/01/2021	Through MM/DD/YYYY: 09/23/2026

AUTHORIZATION (Legislation/Regulations)

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

8. TITLE OF PROJECT (OR PROGRAM)

33-00736 Colonel Town IV, Town of Lancaster

9a. GRANTEE NAME AND ADDRESS

Natural & Cultural Resources, New Hampshire Department of
172 PEMBROKE RD
CONCORD, NH, 03301-5791

9b. GRANTEE PROJECT DIRECTOR

Mr. Vasilios Gegas
172 Pembroke Rd
Concord, NH, 03301-5791
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)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

		II
a.	Salaries and Wages	$ 0.00
b.	Fringe Benefits	$ 0.00
c.	Total Personnel Costs	$ 0.00
d.	Equipment	$ 0.00
e.	Supplies	$ 0.00
f.	Travel	$ 0.00
g.	Construction	$ 325,000.00
h.	Other	$ 35,360.00
i.	Contractual	$ 0.00
j.	TOTAL DIRECT COSTS	$ 360,360.00
k.	INDIRECT COSTS	$ 0.00
l.	**TOTAL APPROVED BUDGET**	$ 360,360.00
m.	Federal Share	$ 180,180.00
n.	Non-Federal Share	$ 180,180.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	180,180.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	180,180.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	0.00
13. Total Federal Funds Awarded to Date for Project Period	$	180,180.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

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:

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 September 30, 2026. The modified period of performance dates are located in (block 6 and block 7) of this Notice of Award. This will allow the work to continue as outlined in the "Statement of work". Justification: Covid-19 and a change in town administration hindered this project. Demolition was not able to be
completed until early in 2024, so the contractor was not able to fit the project into the 2024 season.

GRANTS MANAGEMENT OFFICIAL:

Kaylee Yates, Grants Management Specialist
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 1111111111

17. VENDOR CODE 0071394113	18a. UEI QEJNZ1E5YJX9	18b. DUNS 962583860	19. CONG. DIST. 02

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051016017-00010	$0.00	10/01/2021	09/30/2026	5536	Colonel Town Park Improvements FY19 GM
2	0051016017-00020	$0.00	10/01/2021	09/30/2026	5035	Colonel Town Park Improvements FY19 LW

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
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	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Final	01/28/2027

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
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	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Final	01/28/2027

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nhstateparks.org

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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 Lancaster (VC#177421) in the amount of $180,000 for the development of public outdoor recreation property, effective upon Governor and Council approval for the period of October 1, 2021 through September 30, 2024. 100% Federal Funds.

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

	FY 2025
03-035-035-351510-37170000-072-500574- Grants to Local Gov's - Federal	$180,000

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 $180,000 sub-grant the Town of Lancaster commits, at minimum, an additional $180,000 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 $360,000 or more.

The Town of Lancaster will use this sub-grant towards the replacement of playground facilities, construction of a picnic shelter, and development of accessible pathways at Colonel Town located at 16 High Street.

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

Respectfully submitted,

Sarah Stewart

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 Lancaster		**1.4. Grantee Address** 25 Main Street, Lancaster, NH 03584	
1.5 Grantee Phone # (603) 788-3391	**1.6. Account Number** 37170000-072-500574	**1.7. Completion Date** September 30, 2024	**1.8. Grant Limitation** $ 180,000.00
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 Leon H Rideout		**1.12. Name & Title of Grantee Signor 1** Leon H Rideout Chairman	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Sarah Stewart		**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:** Sheri L Phillips **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: LHR
Date: 7-1-24

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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

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

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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 intend 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.

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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: 33-00736/P21AP12101, Colonel Town Enhancements, Town of Lancaster (UEI# TKZLP6CBJ4Q5)

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 Lancaster.

   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, 33-00736/P21AP12101, 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

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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 33-00736/P21AP12101 pursuant to the Notice of Award and all attachments [A through G] thereto issued on 09/14/2021 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 33-00736/P21AP12101. 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,

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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.

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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: 33-00736/P21AP12101, Colonel Town Enhancements, Town of Lancaster

The Town of Lancaster ("Subrecipient") shall complete the scope of work in accordance with the Notice of Award and Federal Grant Agreement 33-00736/P21AP12101 between the United States National Park Service and the State of New Hampshire Department of Natural and Cultural Resources, and in particular Article III-Performance Goals and Project Objectives, Article IV - Public Purpose, Article V - Statement of Work, and Attachment F - Project Application and Attachments.

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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: 33-00736/P21AP12101, Colonel Town Enhancements, Town of Lancaster

1. **Grant Amount**

   The State (also "DNCR" or "Recipient") shall provide funding to the Subrecipient in an amount not to exceed $180,000.00 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 IX – PRE-AWARD INCURRENCE OF COSTS of the Federal Grant Agreement.

3. **Payment**

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

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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, 10/01/20231) 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 VII.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 IX, 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.

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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 VII.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

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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.

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Municipality Certification of Authority

I, Charity Baker, hereby certify/attest that I am duly elected Clerk/Secretary of Town of Lancaster, 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 July 1, 2024, at which a quorum of the Municipality Officers were present and voting.

> **RESOLVED:** That Leon H. Rideout, Lancaster Selectboard Chair, is duly authorized to enter into contracts or agreements on behalf of the Town of Lancaster 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 July 1, 2024. 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: 7/2/24 **ATTEST:** Charity Baker

(Secretary/Clerk Signature Completing this Certificate)

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Town of Lancaster 25 Main Street Lancaster, NH 03584	214	NH Public Risk Management Exchange - Primex³ 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	
X **General Liability** (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	$ 1,000,000
Professional Liability (describe)	7/1/2024	7/1/2025	General Aggregate	$ 2,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
☐ Any auto			Aggregate	
Workers' Compensation & Employers' Liability			☐ Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards 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:	X	Additional Covered Party		Loss Payee

NH Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

Primex³ – NH Public Risk Management Exchange

By: *Mary Beth Purcell*

Date: 6/17/2024 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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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:	*Member Number:*	*Company Affording Coverage:*
Town of Lancaster 25 Main Street Lancaster, NH 03584	214	NH Public Risk Management Exchange - Primex³ 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:	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: ☐ Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301	**By:** Mary Beth Purcell **Date:** 7/3/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)

Annual Appropriations Act

1. DATE ISSUED MM/DD/YYYY 09/14/2021	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. P21AP12101-00 Originating MCA #	5. TYPE OF AWARD Other
4a. FAIN P21AP12101	5a. ACTION TYPE New
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2021	Through MM/DD/YYYY 09/30/2024
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2021	Through MM/DD/YYYY 09/30/2024

8. TITLE OF PROJECT (OR PROGRAM)
33-00736 Colonel Town Improvements, Town of Lancaster

9a. GRANTEE NAME AND ADDRESS Natural And Cultural Resources, New Hampshire Department Of 172 PEMBROKE RD CONCORD, NH 03301-5791	9b. GRANTEE PROJECT DIRECTOR Mr. Vasilios Gagas 172 Pembroke Rd Concord, NH 03301-6791 Phone: 6032713558
10a. GRANTEE AUTHORIZING OFFICIAL ERIC FELDBAUM 172 Pembroke Road Parks and Recreation Concord, NH 03301-6767	10b. FEDERAL PROJECT OFFICER Mr. John Gauthier 100 Alabama Street, SW 1924 Bldg. Atlanta, GA 30303 Phone: (404) 507-5698

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		
I Financial Assistance from the Federal Awarding Agency Only		II
II Total project costs including grant funds and all other financial participation		
a. Salaries and Wages		0.00
b. Fringe Benefits		0.00
c. Total Personnel Costs		0.00
d. Equipment		0.00
e. Supplies		0.00
f. Travel		0.00
g. Construction		325,000.00
h. Other		35,360.00
i. Contractual		0.00
j. TOTAL DIRECT COSTS	$	360,360.00
k. INDIRECT COSTS	$	0.00
l. TOTAL APPROVED BUDGET	$	360,360.00
m. Federal Share	$	180,180.00
n. Non-Federal Share	$	180,180.00

12. AWARD COMPUTATION		
a. Amount of Federal Financial Assistance (from item 11m)	$	180,180.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$	180,180.00
13. Total Federal Funds Awarded to Date for Project Period	$	180,180.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

9

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:
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)

No program income.

GRANTS MANAGEMENT OFFICIAL:

OWEN SMITH, Supervisory, Outdoor Recreation Planner
NPS, 100 Alabama Street SW, 1924 Bldg.
Atlanta, GA 30303-1000
Phone: 4045076900

17. VENDOR CODE	0071394113	18. DUNS	962563660			19. CONG. DIST.	02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051016017-00010	$52,278.81	10/01/2021	09/30/2024	5036	Colonel Town Park Improvements FY19 GM	
2	0051016017-00020	$127,901.19	10/01/2021	09/30/2024	5035	Colonel Town Park Improvements FY19 LW	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
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	Final	01/28/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
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	Final	01/28/2025

AWARD ATTACHMENTS

NATURAL AND CULTURAL RESOURCES, NEW HAMPSHIRE DEPARTMENT OF | P21AP12101-00

1. 33-00736 Grant Agreement
2. LWCF General Provisions (FY21)
3. 33-00736 Budget Detail

Grant Agreement P21AP12101 / 33-00736
Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
and
NATURAL AND CULTURAL RESOURCES, NEW HAMPSHIRE DEPARTMENT OF

Table of Contents

ARTICLE I – DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS

Recipients must also adhere to the Department of Interior Standard Terms and Conditions located at https://www.doi.gov/grants/doi-standard-terms-and-conditions (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

ARTICLE II – 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 III – PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goals – LWCF financial assistance is intended to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This grant project will improve public outdoor recreation opportunity for the Town of Lancaster by replacing the aging outdoor playground equipment, install a covered 12' x 10' open-air pavilion with seating, and install an approximately 200 linear foot walkway between the existing parking lot and the proposed pavilion. The previous playground is not ADA compliant, so the new playground will allow for ADA compliance and provide a new space for outdoor recreation for citizens.

B. Project Objectives – To replace the aging outdoor playground equipment, install a covered 12' x 10' open-air pavilion with seating, and install an approximately 200 linear foot walkway between the existing parking lot and the proposed pavilion.

ARTICLE IV – 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 V – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service 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 National Park Service 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 National Park Service 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 VI - STATEMENT OF WORK

The following work will be completed:

- Replace the aging outdoor playground equipment
- Install a covered 12' x 10' open-air pavilion with seating
- Install an approximately 200 linear foot walkway between the existing parking lot and the proposed pavilion

The design and bid process is underway and the construction process will begin and be completed January of 2023. The administrative process should be complete by September 2024.

The Recipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

ARTICLE VII – 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 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 grant closing in accordance with Attachment A, Part II.F.

5. Verify the Subrecipient's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.

6. Ensure the Subrecipient understands they are subject to the requirements of 2 C.F.R. § 200.92 Subaward; 200.101 Applicability; and 200.331 Requirements for pass-through entities. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.

7. Recipients must hire qualified consultants and submit documentation to the NPS showing competitive selection or justification for single source procurement for contracted amounts greater than $3,000, in accordance with 2 C.F.R. §§ 200.318 – 200.320.

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.

ARTICLE VIII – COST-SHARE REQUIREMENT

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

ARTICLE IX – 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 X – APPROVED INDIRECT RATE

The Federally negotiated indirect rate to be applied against the direct cost base of 0.001 Audit Set Aside Rate in this agreement shall be 0.1%. This rate is valid through 12/31/2021 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 XI – KEY OFFICIALS

A. **Communications.** Recipient shall address any communication regarding this Agreement to the Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the Program Officer.

B. **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. The NPS will provide funding to the Recipient in an amount not to exceed **$180,180.00** in accordance with the NPS approved budget. The approved budget detail is incorporated herein. 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 electronic means.

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 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. 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.

D. 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.

E. 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 – REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR.

B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

C. 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.

D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant.

ARTICLE XV – PROPERTY UTILIZATION

Property management standards set forth in 2 CFR §§ 200.310 through 200.316 apply to this Agreement.

ARTICLE XVI – 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 NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR § 200.339 and the LWCF General Provisions in Attachment A.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR §§ 200.340 through 200.343.

ARTICLE XVII – REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b) Reached its final disposition during the most recent five-year period; and

c) Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

   1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

   2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ARTICLE XVIII – FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching , landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement.
Administrative use includes the use of unmanned aircraft by

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

ARTICLE XIX - PATENTS AND INVENTIONS (37 C.F.R. Part 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR § 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 C.F.R. § 401.3(a), the provision at 37 C.F.R. § 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. § 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. § 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR § 121.3-8 and 13 CFR § 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25

U.S.C. § 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. § 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and National Park Service regulations (if any) concerning the

licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of

first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. § 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) **Preference for United States Industry.** Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) **March-in Rights.** The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) **Special Provisions for Agreements with Nonprofit Organizations.**

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

ARTICLE XX - STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 113858

Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

ARTICLE XXI - SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. § 794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.
The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

ARTICLE XXII - GENERAL AND SPECIAL PROVISIONS

1. **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.

2. **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.

3. **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.

4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

5. 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.

6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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, program income may be added to the Federal award by the Federal agency and the non-Federal entity. 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.

12. **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.

13. **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).

ARTICLE XXIII – SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of

a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

ARTICLE XXIV – 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. 71, March 11, 2021)
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

ATTACHMENT A
LWCF GENERAL PROVISIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

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 "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded 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 political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term "Land and Water Conservation Fund" or "LWCF" as used herein 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 NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF 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 the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the 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.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF 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 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. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in 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 soon as reimbursement is provided.

In the event the NPS provides LWCF 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 use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS 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 the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF 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 NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

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 and quantity of public outdoor recreation facilities and resources that 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 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 grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).

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 grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

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 Section V of the Department of the Interior Standard Award Terms and Conditions.

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 54 U.S.C. § 200305(i) and 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 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.

4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure 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.

5. In the event the project 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 her/his designee in accord with Section III.C below.

6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

7. 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 or water pollution, and EO 11990 relating to the protection of wetlands.

8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

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 NPS.

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 with the NPS.

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 NPS 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 NPS 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 grant agreement has been completed by the end of the project's period of performance.

2. Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS 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 payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

LAND and WATER CONSERVATION FUND
LOCAL ASSISTANCE PROGRAM

Budget Detail (supplement to federal SF-424c)

PROJECT: Colonel Town Improvements 2020 **SPONSOR:** Town of Lancaster, NH

	CLASSIFICATION	PROJECT COST/VALUE	SPONSOR SHARE COST/VALUE	LWCF SHARE COST
1	Administrative and legal expenses	$ 14,500	$ 9,500	$ 5,000
	Project Management = $14,500			
2	Land, structures, rights-of-way, appraisals, etc.	$ 2,500	$ 2,500	$
	Survey update for official 6f map - $2,500			
3	Relocation expenses and payments	$	$	$
4	Architectural and engineering fees	$	$	$
5	Other architectural and engineering fees	$	$	$
6	Project inspection fees	$	$	$

7	Site work	$ 15,000	$ 15,000	$
Lancaster Public Works Site Prep for playground, walkway, and pavilion: In-kind				
8	Demolition and removal	$	$	$
9	Construction	$ 325,000	$ 150,000	$ 175,000
Pavilion = $13,000 Walkway - $12,000 Playground - $300,000				
10	Equipment	$	$	$
11	Miscellaneous	$ 3,360	$ 3,180	$ 180
Pre-Development Costs: Horizon's Engineering for Environmental Screening - $3,000 (2020 expense) Audit Set Aside Rate 0.001				
	COLUMN TOTALS:	$ 360,360	$ 180,180	$ 180,180
	REQUIRED TOTAL SHARE DISTRIBUTION:	(100%=Project Total)	(50%=Sponsor Total)	(50%=LWCF Total)