

LAND & WATER CONSERVATION FUND
PROGRAM GUIDELINES



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This publication sets forth the administrative procedures and requirements for Land and Water Conservation Fund (LWCF) federal assistance (Catalog of Federal Domestic Assistance #15.916) by the Department of the Interior, National Park Service (NPS).

It is the responsibility of the State, as primary grant recipient, to comply with these requirements and all terms and conditions of the grant agreement. The State's responsibility cannot be delegated nor transferred.

Participation in the LWCF State Assistance Program is deemed to constitute a public trust. As such, participants are responsible for the efficient and effective management of funds in accordance with the approved budgets, for promptly completing grant assisted activities in a diligent and professional manner, and for monitoring and reporting performance.

The procedures and requirements contained herein are subject to applicable federal laws and regulations, and any changes made to these laws and regulations subsequent to the publication of this manual. In the event that these procedures and requirements conflict with applicable federal laws, regulations, and policies, the following order of precedence will prevail:

1. Federal Law
2. The Code of Federal Regulations
3. Terms and Conditions of Grant Award
4. Land and Water Conservation Fund State Assistance Program Manual

The State bears primary responsibility for the administration and success of each grant, including performance by third parties under sub agreements made by the State for accomplishing non construction and construction project objectives. The provisions included herein shall also be applied by the State to sub grantees and contractors performing work under the LWCF State Assistance Program.

Applicants should refer to the LWCF Assistance Manual for complete procedures and requirements:

Website Link: www.nps.gov/subjects/lwcf/lwcf-manual.htm

LAND AND WATER CONSERVATION FUND
STATE ASSISTANCE PROGRAM
FEDERAL FINANCIAL ASSISTANCE MANUAL
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OVERVIEW OF LAND AND WATER CONSERVATION FUND PROGRAM REGULATIONS

1. Basic Land and Water Conservation Fund (LWCF) program requirements:
 - a. The project period shall be two (2) years, commencing on the date of formal approval. Sub-recipients will be notified in writing of approval, and no acquisition or development shall be initiated prior to this notification.
 - b. The use of in-kind and/or donated materials, labor, and equipment must be indicated on the application form by the sub-recipient and approved by the Outdoor Recreation Grants staff prior to project approval. This request must include a detailed analysis of the services to be provided. The eligible amount of in-kind services shall not be the applicant's match share. Specific instructions relative to the use of in-kind services will be furnished by the Outdoor Recreation Grants staff upon request by the sub-recipient.
 - c. The sub-recipient shall not, at any time, convert any property acquired or developed with LWCF assistance to other than public outdoor recreation as per the LWCF program.
 - d. The sub-recipient shall agree to comply with all applicable federal laws and related acts. Additionally, the sub-recipient shall obtain a permit from the appropriate district office or the Corps of Engineers when development will directly affect navigable waters.
 - e. The sub-recipient shall keep the facility open to the general public at reasonable hours and times of the year consistent with the type of facility. Permanent Signage shall be installed to acknowledge the federal-state-local partnership role in providing outdoor recreation areas and facilities.
 - f. The sub-recipient shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, or physical disability in the use of any property or facility acquired or developed with Land and Water Conservation Fund assistance. The sub-recipient shall also provide to all users information on all requirements of Title VI. Specific details will be provided by the Outdoor Recreation Grants staff during the application process. Applicants/sub-recipients must be aware that once LWCF assistance is accepted, the entire park area is subject to the requirements of Title VI, Section 504 regarding handicapped, and other applicable federal guidelines, not just those facilities acquired and/or developed with such assistance.
 - g. If land is to be acquired for LWCF development, the sub-recipient agrees to absorb all expenses incurred for an appraisal, an appraisal review, and a boundary survey. Acquisition of property must be part of the approved project.
 - h. The sub-recipient agrees to absorb all expenses relative to an archaeological survey of the project site, if required.
 - i. All construction (development) shall conform to the Uniform Federal Accessibility Standards and the Americans with Disabilities Act Accessibility Guidelines.
 - j. All utility wiring within the project area must be placed underground. This is inclusive of any wiring that might be added after the project has been officially closed.
 - k. The sub-recipient shall not be allowed to enclose any open structures constructed with LWCF funds either during or after the project period, even if enclosed solely at the sub-recipient's own expense.
 - l. Detailed specifications and drawings, including overall site layout, must be provided to the Outdoor Recreation Grants office for review *prior to* bid advertising.
 - m. In the event only one bid is received, National Park Service approval is required. Therefore, it is imperative to forward this information to the Outdoor Recreation Grants office as soon as possible, prior to acceptance.

- n. All final contracts for construction must be provided to Outdoor Recreation Grants. These contracts must be executed with all signatures and dates.
- o. To be eligible for matching assistance, costs must have been incurred within the project period. The project period is the span of time stipulated on the agreement during which all work to be accomplished under the terms of the agreement must be completed. The Land and Water Conservation Fund program does not reimburse obligations, regardless of when they are assumed; it only reimburses costs incurred during the project period.
- p. Professional fees, such as engineering and architectural fees for the planning and inspections of construction project, are eligible project expenditures. Eligible professional fees are limited to 8% of the total related construction cost and are reimbursable at the match percentage. The service provided and amount should be identified in the budget. It is recognized that some Professional fees for preparation of plans and estimates may be incurred before a proposed project application can be submitted with the required cost data. These fees are eligible as Pre-award expenditures and must be identified separately from any Post-award professional fees. In addition, Pre-award costs must be described in the project application, cost estimate budget, and narrative. The 8% fee limit includes all services from project estimate, plans, bid documents, construction inspections to completion and acceptance of construction.
- q. The sub-recipient shall permit periodic inspections by the Outdoor Recreation Grant's staff to ensure progress in accordance with the approved project proposal, including the final inspection upon completion of the project and post completion inspections once every three (3) to five (5) years, thereafter, in perpetuity.
- r. Although the burden and responsibility for financial administration of this program rests with the state, the sub-recipient must agree to refund to the Mississippi Department of Wildlife, Fisheries and Parks any funds reimbursed to the sub-recipient which are disallowed by the federal government through program review audits performed during or after the project period.
- s. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) will be followed in determining the allowable in-direct cost originating in each department or agency of the governmental unit (MDWFP-ORG) administering the Federal awards. An indirect cost will be applied to the LWCF funds administered by MDWFP-ORG.

Outdoor Recreation Grants
Mississippi Department of Wildlife, Fisheries, Parks
1505 Eastover Drive
Jackson, MS 39211-6374
(601) 432-2227

LAND AND WATER CONSERVATION FUND (LWCF)

The Mississippi Department of Wildlife, Fisheries and Parks– Outdoor Recreation Grant Division (ORG) administer a grant-in-aid program for the acquisition and/or development of public outdoor recreation areas and facilities. Grants are for public bodies only. Towns, cities, counties, regional park authorities, and state agencies may apply for 50% matching fund assistance from the Land & Water Conservation Fund. These funds are provided from a federal apportionment from the National Park Service (NPS), a subunit of the United States Department of the Interior (USDOI).

A key feature of the program is that sites assisted with funding from the program must be open, operated and maintained in perpetuity as public outdoor recreation areas and may not be converted to other uses without prior approval by the ORG and NPS acting on behalf of the USDOI.

The program is a matching, reimbursement program, meaning that the sponsoring agency must provide a match and be capable of financing the project in its entirety prior to requesting reimbursement.

Information herein describes highlights of the program and is designed to assist in application submission. Prospective applicants should note that additional information may be required in order to render a proper decision about individual proposals.

You **cannot submit** an application if:

- ▶ An active LWCF grant exist.
- ▶ Unresolved LWCF compliance or conversion issues on a post completed LWCF assisted project
- ▶ Any outstanding fiscal or compliance issues with any Recreational Trail Program Project. (RTP)

Background

The LWCF State Assistance Program was established by the LWCF Act of 1965 (Section 6, Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578; 16 U.S.C. 4601-4 et seq.) to stimulate a nationwide action program to assist in preserving, developing, and assuring to all citizens of the United States of present and future generations such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation. The program provides matching grants to States and through States to local units of government, for the acquisition and development of public outdoor recreation sites and facilities. Grant funds are also available, to States only, for fulfilling the statewide comprehensive outdoor recreation planning requirements of the program.

The LWCF program was administered by the Bureau of Outdoor Recreation (BOR) from its beginning in 1965 to 1978 when the Heritage Conservation and Recreation Service (HCRS) was created. HCRS then administered the program until 1981 when the LWCF was transferred to the National Park Service.

When a LWCF is completed, the land within the approved 6(f)(3) LWCF BOUNDARY MAP is placed under federal protection to preserve the public's outdoor recreational use of the site in PERPETUITY for the benefit of future generations. This Park protection legacy is based on the provision of Section 6(f)(3) of the LWCF Act.

APPLICATION SUBMISSION INFORMATION

Projects considered ready for submission to the NPS are those that have completed the necessary environmental coordination requirements, have completed a public commenting period, have completed construction plans, have a recent appraisal to federal standards (if acquisition is involved) and have necessary permits issued.

Application Deadline **May 9, 2024**

Grant Amounts

Grant requests will be considered in grant amounts not to exceed \$200,000.00 (\$400,000 maximum total project cost). The minimum grant amount is \$25,000.00 (\$50,000.00 minimum total project cost).

Application Submission Requirements

Three complete copies of the application plus one complete electronic version (Microsoft Word File) on a flash drive must be delivered to the Outdoor Recreation Grant Division, Mississippi Department of Wildlife, Fisheries and Parks, 1505 Eastover Drive, Jackson, MS 39211-6374 by 4:00 pm of the day of the application deadline.

Faxes and email submissions will **not** be accepted. **Applicants are responsible for delivery by the deadline. Late submissions will be rejected without consideration.**

- ▶ Submit three (3) original applications.
- ▶ Provide a copy of the complete application including attachments on the flash drive.
- ▶ Documents should be saved in an electronic file format which will enable them to be searched, copied and pasted for the purpose of moving the proposal through the review process. All photos and maps become the property of the MDWFP – ORG Division. LWCF Application to be saved in the Microsoft Word Format.

PROJECT ELIGIBILITY

Eligible Applicants

All cities, towns, counties, eligible state agencies, and park authorities responsible for providing public recreation services are eligible for funding. Private and non-profit organizations are **not** eligible although they may be participating partners in the project.

Eligible Projects

LWCF assistance is available to political jurisdictions for public outdoor recreation

- ▶ Development Projects
- ▶ Acquisition and Development Combination Projects - those that involve both acquisition & development

Project sponsor ownership and control of property

The project sponsor must possess sufficient title and adequate legal control of the property that is to be placed under Section 6(f) protection in order to provide reasonable assurances that a conversion under Section 6(f)(3) of the LWCF Act will not occur without its knowledge, state review and NPS decision. Such assurances are contained in the General Provisions of the LWCF Project Agreement (Appendix B and C).

PROPOSALS, ENVIRONMENTAL REVIEW / FEDERAL COMPLIANCE

Proposal Development and Screening for Environmental Impacts

States are responsible for ensuring, on behalf of the NPS, proposals submitted to the NPS for federal decision, including new applications and amendments for LWCF previously-approved projects such as conversions, temporary non-conforming uses, and public facility exceptions, are developed in accordance with all applicable federal, state and local laws and regulations. This chapter presents the major federal laws and executive orders that govern the way proposals must be developed for federal review and decision. The General Provisions shall be attached to each LWCF grant agreement and amendment. States are encouraged to consult with NPS during the proposal development process for guidance on the compliance requirements in this section.

The federal legislation that coordinates the consideration of the potential for impacts to the human environment as a result of a federal action is the National Environmental Policy Act. As described in the next section, the NEPA process coordinates compliance with applicable related federal, state, and local environmental requirements. To facilitate and document this coordination, States must ensure that the LWCF Application Revision Form (A&R Form) is completed and accompanies each LWCF proposal submitted for federal review and decision.

The proposal description portion of the application identifies and provides descriptive information about the proposal to the federal decision-maker.

The ESF (environmental screening form) portion of the application serves as part of the federal administrative record required by NEPA and its implementing regulations which supports a chosen NEPA “pathway” which must be completed before final action can be taken by the NPS. It is intended that States/project sponsors use the ESF as early as possible in the state/local project planning process. The ESF will administratively document 1) a Categorical Exclusion recommendation or 2) the necessity of further environmental review through an Environmental Assessment (EA) or Environmental Impact Statement (EIS) as necessary. In the latter case, the EA (or EIS) must accompany the State’s LWCF proposal submission to the NPS. The ESF can also be used to document previously conducted yet still valid environmental analysis.

Upon the State’s submission of the State’s completed LWCF proposal, NPS will undertake an independent review of the proposal and supporting documentation, and may request additional information.

National Environmental Policy Act

Authorities and guidance. The National Environmental Policy Act (NEPA) of 1969, as amended, is landmark environmental protection legislation establishing as a goal for federal decision-making a balance between use and preservation of natural and cultural resources.

NEPA requires all federal agencies to: 1) prepare in-depth studies of the impacts of and alternatives to proposed “major federal actions,” and 2) use the information contained in such studies in deciding whether to proceed with the actions; and 3) diligently attempt to involve the interested and affected public before any decision affecting the environment is made.

Federal actions are defined as projects, activities, or programs funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried out with federal financial assistance; those requiring a federal permit, license, or approval; and those subject to state or local regulation administered pursuant to a delegation or approval by a federal agency. The LWCF is a federal assistance program and thus all NPS LWCF decisions are subject to the provisions of NEPA and associated guidance found in the:

- a. Council on Environmental Quality (CEQ) Regulations for Implementing NEPA, 40 CFR 1500-1508
- b. NEPA’s Forty Most Asked Questions, CEQ
- c. Department of Interior (DOI) policy and procedures for implementing NEPA (Departmental Manual 516 DM 1-6)
- d. National Park Service (NPS), LWCF Program Manual, Chapter 4 (this chapter), including the Proposal Description and Environmental Screen Form (PD/ESF) developed from NPS Director’s Order #12 and Handbook, “Conservation Planning, Environmental Impact Analysis, and Decision Making.”

Compliance coordination. For LWCF proposals, the NEPA process coordinates compliance with related federal, state, and local environmental requirements as applicable. At a minimum, compliance by the State/project sponsor with the following federal laws and executive orders shall be coordinated during the NEPA process and should be integrated into the NEPA document:

- a. National Historic Preservation Act, Section 106, as amended.
- b. Endangered Species Act, Section 7.
- c. Floodplain Management and Wetland Protection, Executive Orders 11988 and 11990.
- d. Environmental Justice in Minority and Low-Income Populations, Executive Order 12898.
- e. Department of the Interior Environmental Compliance Memorandum (ECM) 95-2.
- f. Intergovernmental Review of Federal Programs, Executive Order 12372.

State responsibility. Using the Application and Revision Form (A&R Form) for new applications and certain amendments, the State must submit to NPS adequate environmental documentation in order for NPS to determine whether a proposed LWCF action is either categorically excluded from further environmental analysis or requires an EA or an EIS. States are responsible for coordinating the environmental review process including the production of environmental assessments, and if necessary, environmental impact statements.

NPS responsibility. NPS is responsible for determining whether a proposed LWCF action is either categorically excluded from further environmental analysis or requires an environmental assessment (EA) or an environmental impact statement (EIS). NPS also is responsible for ensuring the adequacy of any required EA or EIS documents, and is solely responsible for signing the decision documents. NPS serves as the lead agency in the delegation, preparation and review of any EA or EIS for proposed LWCF actions. As the lead agency, the NPS provides guidance to the States on how to develop adequate environmental documentation according to the type of the state/local proposal for federal assistance.

Scope of environmental review. Early in the conceptual development of an LWCF proposal, the State shall encourage LWCF project sponsors to document their planning and analysis process, including all efforts to reach out to the interested and affected public and agencies. The public and agencies should be invited to provide input early in the planning process and before any environmental analysis formally begins so the sponsor can clearly communicate the purpose and need for the project and give the public and agencies an opportunity to provide any information that could be useful for scoping out the LWCF proposal and considering its potential impact on resources.

As a result of early project scoping and planning, the State/sponsor develops a final proposal for possible federal assistance or action, including a completed ESF. The scope of the environmental review under NEPA, i.e., the extent of resources that may

be affected by the project, depends on the type of LWCF proposal under consideration as follows:

- a. New acquisition projects.
- b. Development projects
- c. Section 6(f)(3) Conversions.
- d. Other LWCF proposals.

NEPA pathway options. The completed A&R Form will guide the state/project sponsor along the appropriate NEPA pathway to produce the level of environmental analysis and documentation required for the proposed undertaking. The A&R Form will document and support the NEPA analysis pathway option chosen for the proposal. States are required to include the completed A&R Form with its formal LWCF proposal submission to the NPS. The NEPA analysis pathway options available to States are:

- a. Categorical Exclusion for which a record is needed.
- b. Environmental Assessment.
 - (1) EA format
 - Chapter 1 -Purpose, Need, Background
 - Chapter 2 – Description of Alternatives
 - Chapter 3 - Affected Environment
 - Chapter 4 - Environmental Impacts
 - Chapter 5 - Coordination and Consultation
 - (2) Opportunity for public review and comment
- c. Environmental Impact Statement.

National Historic Preservation Act, Section 106 Process

Purpose. The purpose of this section is to provide overall guidance on the implementation of the National Historic Preservation Act of 1966, as amended, (P.L. 89-665) for LWCF proposals requiring NPS review and decision.

State responsibility. States shall conduct the Section 106 review process pursuant 36 CFR Part 800. Prior to formal proposal submission to NPS for review and decision.

By submitting a LWCF proposal for NPS review and decision, the State is making the following assurance and is also requiring this assurance be provided by sub grantees:

- a. SHPO and THPO role.
- b. Indian tribes and Native Hawaiian organizations.

NPS responsibility. NPS provides guidance through this manual and technical assistance to States in complying with the Section 106 process prior to a State's formal submission of a LWCF proposal to NPS.

Timing. States are responsible for carrying out its responsibilities under these procedures as early as possible during the formative stages of a proposal and as part of its decision-making process prior to formal submission to NPS for review and decision.

Coordination with NEPA. States should ensure that potential effects on historic properties from the proposal are considered as early as possible during the environmental review process pursuant to the NHPA Section 800.8 and the National Environmental Policy Act (NEPA). The Section 106 process and the NEPA environmental review process are two separate, distinct processes. They can and should occur simultaneously, and documents can be combined, but one is not a substitute for the other. They should, however, be coordinated to avoid duplication of public involvement or other requirements. The Section 106 process shall be documented as part of the LWCF PD/ESF. The State should ensure the information and mitigation gathered as part of the 106 review is included in the NEPA document to be submitted for NPS review and decision about the proposal's potential for significant impact on the human environment.

Use of NEPA categorical exclusions does not exempt the proposal from compliance with this section.

Applying Section 106 to types of LWCF proposals. A State shall complete a LWCF Application and Revision (A&R) Form or a Compliance and Stewardship (C&S) Form for each proposal to be submitted to NPS for review and decision along with its recommendation for a determination of effect and supporting documentation appropriate for the type of proposal being submitted to NPS:

- a. New projects and amendments to acquire and/or develop parkland.
- b. New acquisition projects and amendments involving delayed development and interim uses.
- c. Section 6(f)(3) conversions.
- d. Proposals for temporary non-conforming uses, significant change in use, sheltering, and developing public facilities

Compliance procedures

NPS responsibility. The NPS is ultimately responsible for determining whether a project proposal will affect a property in or eligible for listing in the National Register.

State responsibility. It shall be the responsibility of the State to implement, or cause to be implemented, the provisions of this part on behalf of and with the concurrence of NPS. The Section 106 Process is detailed in 36 CFR PART 800 Subpart B. States shall use 36 CFR Part 800 Subpart B for detailed guidance on the Section 106 compliance procedure and its own SHPO/THPO requirements. The requirement for States to consult with the SHPO/THPO is independent of the State's Intergovernmental Review system (E.O. 12372). In summary, the State shall:

- (1) Determine scope of historic property identification including the Area of Potential Affect (APE) for the proposed LWCF undertaking.
- (2) Identify historic properties within the APE.
- (3) Evaluate any historic properties for National Register eligibility.
- (4) Recommend a determination of effect.

Formal submission of State's proposal to NPS. NPS shall not accept a LWCF proposal from the State for formal review and decision until the Section 106 process has been completed.

Post review discoveries. If historic properties are discovered or unanticipated effects on historic properties found after the NPS has signed off on the Section 106 process, the State, or sub grantee, shall immediately halt construction activities and notify NPS. In consultation with NPS, the State shall make reasonable efforts to avoid, minimize or mitigate adverse effects to such properties and follow the procedures outlined under 36 CFR 800.13(b).

Data recovery. When it is determined the project will have an adverse effect on a property in or eligible for listing in the National Register, all feasible and practicable alternatives to avoid or beneficially incorporate the historic properties into the project should be considered. If NPS, in consultation with the Council and the SHPO/THPO, determines there is no alternative but to recover the scientific, prehistoric, historical or archeological data, such recovery shall be conducted in accordance with 36 CFR 800.6 and pursuant to a Memorandum of Agreement and be consistent with the Department of Interior "Statement of Program Approach" for implementation of P.L. 93-291. In the event that timely funding under P.L. 93-291 is unavailable, such data recovery costs may be assisted in accordance with this section.

Destruction of historic properties prohibited. Destruction of any site or property on or eligible for inclusion on the National Register prior to or in anticipation of applying for LWCF assistance shall constitute grounds for denial of LWCF assistance.

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

All projects utilizing the LWCF assistance must be in accordance with the applicable provisions of the Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act). The acquisition itself does not need to be federally-funded for the rules to apply. If Federal Funds are used in any phase of the project, the rules of the Uniform Relocation Act apply.

Equal Employment Opportunity Contract Compliance

For all LWCF grants involving federally assisted construction contracts and subcontracts in excess of \$10,000, the recipient must comply with Executive Order 11246, as amended, and with the regulations of the Office of Federal Contract Compliance Programs (OFCCP) of the Department of Labor at 41 CFR 60-4. In determining whether Fund-assisted construction contracts exceed this dollar limit, the total amount of the contract awarded rather than the amount of federal assistance shall apply.

National Flood Insurance Program

The Flood Disaster Protection Act of 1973 (P.L. 93-234) requires the purchase of flood insurance as a condition of receiving any federal financial assistance (including LWCF assistance) for acquisition or construction purposes in special flood hazard areas located in any community currently participating in the National Flood Insurance Program authorized by the National Flood Insurance Act of 1968. These special flood hazard areas are identified by the Federal Insurance Administration of the Federal Emergency Management Agency.

Civil Rights

The States, as primary recipients of assistance, are responsible for providing assurance that the applicant and all sub-recipients will comply with all related federal civil rights requirements. This shall be accomplished through:

1. Establishing an open project selection process according to the standards of NPS;
2. Notifying NPS of any inconsistencies with civil rights requirements having arisen from onsite state program reviews and valid complaints registered with the Department, NPS, or the State where impasses have been reached in resolving the compliance issue(s);
3. Cooperating with NPS toward seeking a satisfactory resolution of any inconsistencies found, including efforts toward seeking voluntary compliance, enforcement procedures and follow up reviews; and,
4. Assuring that each sub-recipient/applicant is provided a copy of Title VI, 504/ADA Title II, ADAAG, LEP, Title IX, and Age non-discrimination requirements.

For details on enforcement of related civil rights requirements, refer to:

- a. Title VI of the Civil Rights Act of 1964 at 43 CFR 17, Subpart A
- b. Section 504 of the Rehabilitation Act of 1973 at 43 CFR 17, Subpart B
- c. Non-Discrimination on the Basis of Age at 43 CFR 17, Subpart C
- d. ADA Title II at 28 CFR 35
- e. ADA Accessibility Guidelines at 28 CFR 36
- f. Title IX of the Education Amendments of 1972 at 43 CFR 41
- g. Limited English Proficiency (E.O. 13166) at 28 CFR 42.104(b)(2)

Contracting with Minority Business Enterprise and Women Business Enterprise Firms

It is the Federal Government's policy to award a fair share of contracts to Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) pursuant to Executive Orders 11625, 12138, and 12432. An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more

minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11625 designates the following: a. Black American (with origins from Africa); b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America); c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian).

In accordance with 43 CFR 12.76 affirmative steps must be taken to assure that MBEs/WBEs are utilized when possible as sources of supplies, equipment, construction, and services.

The affirmative steps shall include the following:

1. Including qualified MBEs/WBEs on solicitation lists
2. Assuring that MBEs/WBEs are solicited once they are identified;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
4. Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
5. Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U. S. Small Business Administration to identify MBEs/WBEs, as required;
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed above.

ACQUISITION AND DEVELOPMENT PROJECT ELIGIBILITY

The LWCF Act authorizes the Secretary of Interior to provide financial assistance to States for the acquisition and/or development of public outdoor recreation areas and facilities found to be in accord with the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The States are encouraged to share the benefits derived from the LWCF program among all state and local agencies responsible for providing public outdoor recreation opportunities.

Only States may apply directly to NPS for LWCF assistance. However, funds may be made available through the States to political subdivisions of the state and other appropriate public agencies. Proposed projects may be sponsored by a state agency or a public agency of a subordinate unit of government. All eligible project sponsors, including those that have other than public outdoor recreation purposes, must be able to commit its resources to the perpetual stewardship of the Fund-assisted public outdoor recreation area pursuant to Section 6(f)(3) of the LWCF Act.

All project proposals submitted to the NPS must be recommended by the State Liaison Officer (SLO). No grant or contract may be awarded to any grantee or sub grantee or contractor of any grantee or sub grantee which has been debarred or suspended under Executive Order 12549.

Only project proposals in accordance with the SCORP and reviewed through a State's Open Project Selection Process (OPSP) may be considered.

Types of projects

Acquisition. These include the acquisition of land and waters or partial rights to them. There must also be public access, however, access may be controlled.

Development. These include the development of certain outdoor recreation activities and support facilities needed by the public for recreation use of an area.

Combination. When it is advantageous to do so, a State may submit projects which combine acquisition and development.

Criteria for Acquisition

Eligible types of projects. Acquisition of lands and waters for public outdoor recreation, including new areas or additions to existing parks, forests, wildlife areas, beaches, and other similar areas dedicated to outdoor recreation may be eligible for assistance. Acquisition can be by fee simple title or by whatever lesser rights will insure the desired public use without diminishing the control and tenure of the project sponsor's ability to enforce the Section 6(f)(3) provisions. Areas acquired may serve a wide variety of public outdoor recreation activities including but not limited to: walking and driving for pleasure, sightseeing, swimming and other water sports, fishing, picnicking, nature study, boating, hunting and shooting, camping, horseback riding, bicycling, snowmobiling, skiing, and other outdoor sports and activities. Natural areas and preserves may be acquired but must be open to the general public for outdoor recreation use to the extent that the natural attributes of the areas will not be seriously impaired or lost.

Criteria for Development

Eligible types of projects. LWCF financial assistance may be available for most types of facilities needed for the use and enjoyment of outdoor recreation areas. The LWCF Act specifies that development projects may consist of basic outdoor recreation facilities to serve the general public provided the funding of such a project is in the public interest and in accord with the Statewide Comprehensive Outdoor Recreation Plan (SCORP). In addition, development projects are subject to all other conditions, policies, and regulations of the LWCF program.

In evaluating development project proposals, the State and the NPS should give special attention to the degree to which the project is in keeping with the original intent of the LWCF Act. The following questions should be used as a general guide in evaluating a questionable, elaborate or borderline proposal in relation to the original intent of the Act. Essentially, to be eligible, one must be able to conclude that LWCF funds are being used "in the public interest" and "in accord with the Statewide Comprehensive Outdoor Recreation Plan" for the development of "basic outdoor recreation facilities to serve the general public." The NPS reserves the right to request from the State a written justification of eligibility if in its judgment one is considered necessary.

All facilities developed with assistance from the LWCF program must be designed in conformance with: 1) the Architectural Barriers and the "Uniform Federal Accessibility

Standards” 2) the Department of the Interior regulations on Section 504 of the Rehabilitation Act of 1973 and the Minimum Guidelines and Requirements for Accessible Design” as issued by the Architectural and transportation Barriers Compliance Board, 36 CFR Part 1190.

Eligible Recreation Facilities

Development projects eligible for LWCF assistance may include but are not limited to the following facility types:

- a. Sports and playfields
- b. Picnic facilities
- c. Trails
- d. Swimming facilities
- e. Boating facilities
- f. Fishing/hunting facilities
- g. Camping facilities
- h. Community gardens
- i. Renovated facilities
- j. Accessible facilities.

Guidelines for eligible support facilities

- a. Support facilities
- b. Operation and maintenance facilities
- c. Beautification
- d. Indoor facilities
- e. Access Roads
- f. Equipment
- g. Must serve viable outdoor recreation area
- h. Energy conservation elements

Perpetuity Requirements

All sites receiving LWCF assistance are required to be opened, operated and maintained in **perpetuity** for public outdoor recreation, and may not be converted, either partially or in full, for uses other than public, outdoor, recreation as outlined Section 6(f)(3) of the Land & Water Conservation Fund Act of 1965.

Section 6(f) LWCF Boundary Map

The purpose of a section 6(f) boundary map is to define the area being developed and/or acquired with federal LWCF grant assistance. This area will be given the protection of Section 6(f) of the LWCF Act, which states that the property acquired or developed with LWCF assistance shall not be converted to uses other than public outdoor recreation and must be maintained in perpetuity as such. In rare circumstances, a conversion of the property may be authorized through a conversion of use request.

Applicants should refer to the LAND AND WATER CONSERVATION FUND - STATE ASSISTANCE PROGRAM FEDERAL FINANCIAL ASSISTANCE MANUAL Volume 69 - Effective Date: October 1, 2008.

All recipients of grant funds will be required to submit *two, signed and dated* copies of a Section 6(f) LWCF Boundary Map (See Appendix J – Section 6(f) LWCF Boundary Map). All recipients of grant funds will be required to record in the deed of the property that the area is protected through Section 6 (f) of the Land and Water Conservation Fund Act. Please see appendices for deed wording (Appendix L – Limitation of Use). All applicants should read the Land and Water Conservation Fund program compliance requirements

Requirements For Development Projects

Development projects selected for funding must be in the public interest and in accord with the Statewide Comprehensive Outdoor Recreation Plan, which is known in Mississippi as 2019-2024 Statewide Comprehensive Outdoor Recreation Plan. <http://www.mdwfp.com/media/257812/ms-scorp-2019-2024.pdf>

Development projects are subject to all conditions, policies, and regulations of the LWCF program, guidelines that may be developed by the Secretary of Interior/National Park Service and all applicable state and local laws.

A development project may consist of one improvement or a group of related improvements designed to provide facilities for outdoor recreation, including facilities for access, safety, maintenance and protection of the area.

Project proposals must be a logical unit of work to be accomplished within a two year time frame. Funding of development project proposals may cover construction, renovation, site preparation, and similar activities essential for the proper undertaking of the project.

Plans for the development of land and/or facilities should be based on the needs of the public, the expected use, and the type and character of the project area. Facilities should be attractive for public use and consistent with the environment. Plans and specifications for the improvements/ facilities should utilize sustainable and low impact designs and established engineering and architectural practices.

Emphasis should be given to the protection of the natural resources of the area, the health and safety of the users and accessibility to the general public.

COST PRINCIPLES

Basic Concept. Office of Management and Budget (OMB) Circulars A-102 (Uniform Administrative Requirements for State and Local Governments as implemented in DOI Common Rulemaking at 43 CFR 12, Subpart C) and A-87 (Cost Principles for State, Local and Indian Tribal Governments) will be followed in determining the allowable indirect cost originating in each department or agency of the governmental unit (MDWFP-

ORG) administering the Federal awards. An indirect cost will be applied to the LWCF funds administered by MDWFP-ORG.

Relationship of project period to eligible costs. To be eligible for matching assistance, costs must have been incurred within the project period except for approved pre-award project planning costs. The project period is the span of time stipulated on the agreement during which all work to be accomplished under the terms of the agreement must be completed. The LWCF does not reimburse obligations, regardless of when they are assumed; it reimburses costs incurred during the project period.

Development projects. Development costs are first incurred at the start of actual physical work on the project site (such as the clearing of ground, the beginning of construction of a building, or the delivery of material to the site), and continue through the period the work is being done. Costs are not incurred at some earlier time when contracts are signed, funds obligated, or purchase orders issued, or at a later time when the ensuing bills are paid. Physical work on the project site shall commence within one year of project approval. When the project start will be delayed beyond the first year, the State shall report the reasons for the delay on the annual consolidated performance report along with a new physical start date. Any problems, conditions, or delays which will impair the sponsor's ability to meet the objectives of the grant award shall be immediately disclosed to the NPS and the project amended or withdrawn as appropriate.

Acquisition projects. Since the transfer of ownership in real property can be a protracted process which differs under various state laws and procedures, the relationship of acquisition costs to project period is separated into two elements: the date when the acquisition cost is incurred and the date when the cost is eligible for reimbursement. See LWCF Manual, Chapter 4, Section D Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

For additional information refer to the LWCF Federal Financial Assistance Manual – Volume 72 – October 1, 2023.

APPLICATION AND EVALUATION PROCEDURES

Prerequisites for Applying

Prior to submitting an application to NPS for LWCF acquisition and/or development assistance, the following conditions must be met:

1. The State's Statewide Comprehensive Outdoor Recreation Plan (SCORP) and the State's Open Project Selection Process (OPSP) must meet the eligibility requirements of the Land and Water Conservation Fund Act and this manual. Project applications must be received by NPS while there is a sufficient period of eligibility remaining to permit thorough processing of the applications. Applications that cannot be processed prior to the revocation of eligibility will not be acted upon until the State's eligibility has been reinstated.

2. The State's apportionment and reapportionment balances from NPS must be adequate to cover the proposed project to be activated.
3. The sponsoring agency must have developed the plans for its proposed project to the point where the project scope can be described and reasonable estimates of cost can be made.

Application Process

The State prioritizes and selects eligible projects for LWCF assistance through its Open Project Selection Process (OPSP) and is responsible for ensuring the development of the project proposal and completion of the federal grant application according to federal requirements. States shall provide guidance to sub grantees to ensure all application requirements are met. Project applications should be submitted to the NPS at least 60 days in advance of the proposed acquisition or the beginning of construction except in accordance with the retroactivity provisions (see Chapter 5.A.3) to allow sufficient time for federal review of the proposal to determine its eligibility and compliance with federal requirements.

Using the LWCF A&R Form or the C&S Form, the State develops the proposal for the LWCF grant application. The State may delegate the completion of the forms to the sub grantee. The A&R Form or the C&S Form guides the proposal development and upon project approval, becomes a part of the federal administrative record.

The State shall be responsible for ensuring the proposal is developed in accordance with applicable federal laws, executive orders and circulars, including conducting required environmental reviews in accordance with the National Environmental Policy Act (NEPA) as set forth. The environmental review process may involve producing documents for public review and comment, coordinating compliance with applicable local, state and federal laws and regulations, and acquiring other federal state and local approvals.

At the completion of proposal development, the State prepares the required federal application documentation and submits the application package to the appropriate NPS regional office requesting federal LWCF approval for the subject project. All significant information must be disclosed in the application and its supporting documents. Failure by the State to consider information that might have a significant bearing on the eligibility of a proposal might be cause for refusal, cancellation, or recovery of federal assistance. The project proposal, including all information required by the NPS to be on file at the state level, is considered to be a public record. Copies of proposals may be distributed by NPS to other public agencies for information or comment.

NPS Review Process

Upon receipt of the new grant application package, the NPS will assign an official LWCF project number to the project and conduct an initial cursory review to determine if all required items are included in the grant application package. If items are missing or incomplete, NPS will return the application package to the State for completion.

If the new grant application package is complete, the NPS will log in the formal receipt of the application and conduct a detailed independent review of the proposal and required documentation to determine if the proposal is eligible for LWCF assistance, if the proposal has been developed in accordance with the National Environmental Policy Act, the National Historic Preservation Act, and other applicable laws and Executive Orders, and meets the administrative requirements contained in the Federal Financial Assistance Manual Volume 69. If needed, NPS will consult with the State for additional information to better understand the proposal and to fulfill compliance with all requirements.

The NPS will conduct an independent review of the proposed project for federal assistance to determine how well it accomplishes the purpose of the LWCF Act and meets program requirements. This evaluation includes a consideration of the project's eligibility for assistance, its technical adequacy, and its financial soundness. All projects submitted to the NPS are evaluated to the extent information is made available in the application. The extent of the NPS review will depend on the type of application submitted and any certifications made by the State Liaison Officer. As part of this review, the NPS will determine whether:

1. the proposal is in accord with the Statewide Comprehensive Outdoor Recreation Plan and the Open Project Selection Process;
2. the proposal has been adequately reviewed according to the Section 106 process of the National Historic Preservation Act and the National Environmental Policy Act so the NPS can make a decision about the potential for significant impacts to the human environment as a result of providing federal assistance for the project; and
3. the project area is adequately described in the signed and dated Section 6(f) boundary map and represents an acceptable area to be covered by the provisions of Section 6(f)(3) of the LWCF Act.

Upon NPS approval of the project, an NPS-signed copy of the approved project agreement will be sent to the State Liaison Officer as notification of project approval.

PROJECT ADMINISTRATION AND FINANCIAL MANAGEMENT

General Responsibility. It is the prerogative and responsibility of the MDWFP - ORG, and the project sponsor to which the state delegates responsibilities, to execute a project under the general guidelines and rules established by the State, governed in general by the concepts, rules, and guidelines set forth herein. The primary role of the NPS in project administration is to be concerned with results, leaving to the States the determination of means to achieve these results. Thus, the rules established in this Part are minimal, being limited to those considered necessary for the NPS to fulfill its obligations.

Arrangements with sponsors. It is the responsibility of the State to make suitable and adequate arrangements with other public agencies to insure the successful performance of projects and the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. The State shall be held responsible for all the actions of project sponsors relating to the execution of projects and associated post-completion responsibilities pursuant to Section 6(f)(3) of the LWCF Act.

Consideration of Federal Acts. During preparation of an application and conduct of a project, the sponsor shall comply with applicable federal laws, executive orders, regulations, and circulars relating to the acquisition and development of public properties (see LWCF Project Agreement and General Provisions Appendix B).

Duration of project. A project will continue in force until all work under a grant is completed or until the project period of the approved project agreement and all amendments thereto have expired, whichever comes first.

Execution of project work. The State shall be responsible for insuring all projects receiving financial assistance pursuant to the Act are carried through to stages of completion acceptable to the NPS with reasonable promptness. Failure to maintain satisfactory progress or failure to complete the project to the satisfaction of the NPS may be cause for the NPS to withhold further payments on any or all projects of a State or qualification of new projects until the project provisions are satisfactorily met. LWCF assistance may be terminated upon determination by the NPS that satisfactory progress has not been maintained.

ON-SITE INSPECTIONS BY THE MDWFP – ORG

Submission of inspection reports to the NPS will be made on the following basis:

Pre-award on-site inspection reports may be submitted as part of the LWCF application. States are encouraged to use the pre-award on-site inspection to generate information for use in preparing the LWCF A&R Form. The pre-award site inspection shall be conducted by individuals knowledgeable about the resources of the site.

Progress inspection reports may be combined with the annual performance report or submitted to the NPS at the same time as the electronic fund transfer.

Final inspection report must be submitted to NPS within 90 days after the date of completing a project and prior to final reimbursement and administrative closeout.

Post-completion site inspections must be conducted within five years after the final project reimbursement and every five years thereafter. Post-completion reports should be retained in the state file, except for those inspections that discover post completion compliance problems such as park closures and non-recreation or private uses occurring within the Section 6(f) boundary. The State shall report to the NPS the project numbers of all sites inspected soon after the inspection is conducted and forward to NPS only the inspection reports for LWCF sites with problems as described above.

PROCUREMENT STANDARDS

Projects or portions thereof may be undertaken through contracts in accord with the procurement standards and guidelines set forth in Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 43 CFR Part 12 except the provisions concerning the Davis-Bacon Act. This includes the procurement of supplies, equipment, construction and services. Grantees and sub grantees will use their own procedures that reflect applicable state and local laws, provided the procurements conform to the requirements of 43 CFR Part 12.1 - .52.

Contracting with small and minority firms, Women's Business Enterprise, and Labor Surplus Area Firms. Affirmative steps must be taken by the project sponsor to assure small and minority businesses and women's business enterprises are utilized when possible.

LWCF ACKNOWLEDGEMENT SIGN

Permanent signs. Permanent signs shall be installed to acknowledge the federal-state-local partnership role in providing new high quality outdoor recreation areas and facilities. States may determine the type, size and placement of the sign as long as the LWCF logo is used. Use of the LWCF Logo is required. (See Appendix K)

Here is a suggested format:



MONITORING AND REPORTING OF FINANCIAL AND PROGRAM PERFORMANCE.

In accordance with 43CFR Part 12 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), the following sets forth the procedures for monitoring and reporting financial and program performance.

- a. States shall constantly monitor the financial and program performance of approved projects to assure time schedules are being met, projected work units by time periods are being accomplished, and financial targets and other performance goals are being achieved.
- b. For LWCF reporting purposes, performance and financial reporting for all active grants shall be accomplished by States in response to the NPS annual call for performance/ financial information. NPS will incorporate the state performance/financial information into one consolidated report for the entire LWCF State Assistance Program. Sufficient space will be provided on the listing of projects for the State to briefly report financial and performance status for each active grant. The NPS shall notify States of the information needed, reporting format and due dates. At a minimum, the report shall include:
 - (1) the status of the work required under the project scope including the percent of work completed and percentage of costs billed and whether the project will meet established target dates for completion;
 - (2) other pertinent information including, when appropriate, an analysis and explanation of cost overruns, time schedule delays and other similar problems encountered and their expected impact on the project; and
 - (3) a certification by the SLO noting the information is correct and complete, and all expenditures are for the purposes set forth in the grant agreement/amendment.

AUDITS

Recipients must comply with the audit provisions of the Single Audit Act of 1984 (P.L. 98-502), and OMB Circular A-133, "Audit Requirements for State and Local Governments". These requirements have been incorporated into Department of Interior regulations at 43 CFR Part 12, Subpart F. In accordance with Circular A-133, required audits shall be submitted to the federal audit clearinghouse within the earlier of 30 days after receipt of the auditor's report or no later than nine months following the end of the State's fiscal year.

GRANT CLOSEOUT

The State must ensure all agreed-upon work as described in the project agreement is completed by the expiration date in the grant award document. The closeout of a grant is the process by which the NPS determines that all required work of a project and all applicable administrative actions, including financial, have been accomplished. The following are minimum requirements of the closeout procedures:

- a. During the active phase of the project, the NPS will make prompt payments to the State for allowable reimbursable costs until the project is administratively closed out.

- b. Final payment will not occur until all required final reports and documents have been approved by the NPS to assure all aspects of the grant contract have been met.
- c. Within 90 days after the date of completing the project or the grant expiration date, whichever comes first, both administrative and financial closeout of the grant must occur. During this 90 day period, the following documents are due before final closeout and process of final payment:
 - (1) a **final letter** or report attesting to the completion of the project in accordance with the approved project agreement /amendment;
 - (2) a final **on-site inspection report** for development projects in accordance with the State's Inspection Agreement with NPS;
 - (3) a completed **Description and Notification Form (DNF)**. This is only **needed for projects where a change has occurred** since the submission of the original DNF. If there was a change in scope not included in the grant agreement, then an amendment and revised DNF are required;
 - (4) an **As-built Site Plan** (up to 11 inches x 17 inches in size) indicating the type and location of Fund-assisted facilities and/or acquired properties along with the official park or site name unless previously submitted or evident on the signed and dated Section 6(f) map;
 - (5) a **signed and dated Section 6(f)(3) LWCF project boundary map** if more accurate than the current one in the NPS file including the delineation of any newly added parcels as a result of the project;
 - (6) in consultation with NPS, other required documentation not previously submitted; and
 - (7) Digital images of completed project. Best images are those of people enjoying the new outdoor recreation resource.

POST-COMPLETION AND STEWARDSHIP

Pursuant to Section 6(f)(3) of the LWCF Act and 36 CFR 59.3, this chapter contains the requirements for maintaining LWCF assisted sites and facilities in public outdoor recreation use following project completion and to assure that LWCF-assisted areas remain accessible to the general public including non-residents of assisted jurisdictions. These post-completion responsibilities apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these requirements rests with the State for both state and locally sponsored projects. The responsibilities cited herein are applicable to the area depicted or otherwise described on the 6(f)(3)

LWCF boundary map and/or as described in other project documentation approved by the NPS.

Operation and Maintenance

Property acquired or developed with LWCF assistance shall be operated and maintained as follows:

1. The property shall be maintained so as to appear attractive and inviting to the public.
2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
3. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.
4. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
5. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
6. A posted LWCF acknowledgement sign shall remain displayed at the project site pursuant to site sign requirements.

Availability to Users

1. Discrimination on the basis of race, color, national origin, religion, or sex. Under Title VI of the 1964 Civil Rights Act property acquired or developed with LWCF assistance shall be open to entry and use by all persons regardless of race, color, or national origin, who are otherwise eligible. Title 43, Part 17 (43 CFR 17), effectuates the provisions of Title VI. The prohibitions imposed by Title VI apply to park or recreation areas benefiting from federal assistance and to any other recreation areas administered by the state agency or local agency receiving the assistance.
2. Discrimination on the basis of residence. Section 6(f)(8) of the LWCF Act provides, with respect to property acquired and/or developed with LWCF assistance, discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent reasonable differences in admission and other fees may be maintained on the basis of residence. Fees charged to nonresidents cannot exceed twice the amount charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable state or local public facilities. Reservation, membership or annual permit systems available to residents

must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. These provisions apply only to the recreation areas described in the project agreement.

3. Discrimination on the basis of disability. Section 504 of the Rehabilitation Act of 1973 requires no qualified person shall, on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The Americans with Disabilities Act of 1990 (P.L. 100-336) simply references and reinforces these requirements for federally-assisted programs.

CONVERSION OF USE

Property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of NPS pursuant to Section 6(f)(3) of the LWCF Act and these regulations. The conversion provisions of Section 6(f)(3), 36 CFR Part 59, and these guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these provisions rests with the State for both state and locally sponsored projects. The responsibilities cited herein are applicable to the area depicted or otherwise described on the 6(f)(3) boundary map and/or as described in other project documentation approved by the Department of the Interior. This mutually agreed to area normally exceeds that actually receiving LWCF assistance so as to assure the protection of a viable recreation entity.

POST-COMPLETION INSPECTIONS

In order to determine whether properties acquired or developed with LWCF assistance are being retained and used for outdoor recreation purposes in accordance with the project agreement and other applicable program requirements, a state post-completion inspection is to be made within five years after final billing and at least once every three - five years thereafter.

The following points should be taken into consideration during the inspection of properties that have been developed for public use:

- a. Retention and use. Is the Section 6(f)(3) boundary intact and the property being used for outdoor recreation purposes including those intended through the projects funded with LWCF assistance?
- b. Appearance. Is the property attractive and inviting to the public?

- c. Maintenance. Is upkeep and repair of structures and improvements adequate? Is there evidence of poor workmanship or use of inferior quality materials or construction? Is vandalism a problem? Is the area being maintained?
- d. Management. Does staffing and servicing of facilities appear adequate?
- e. Availability. Is there evidence of discrimination? Is the property readily accessible and open to the public during reasonable hours and times of the year?
- f. Signing. Is the area properly signed to allow for user information and safety, and proper acknowledgement of the federal Land and Water Conservation Fund?
- g. Interim use. Where lands have been acquired but not yet developed, the inspection should determine whether the interim uses of the property are in accordance with agreements with the NPS

PENALTIES FOR FAILURE TO COMPLY WITH FEDERAL LAWS AND REGULATIONS

Pursuant to 43 CFR Part 12.83, when the NPS determines a State has violated or failed to comply with applicable federal law, or the regulations governing this program with respect to a project, NPS may withhold payment of federal funds to the State on account of such project, withhold funds for other projects of the State, withhold approval of further projects of the State.

APPENDICES

The following are examples and forms that are referenced in the guidelines or application for use in the LWCF Application Process.

These are examples only.

January 2024

LWCF Application

APPENDICES

Appendix A - LWCF State Assistance Program – Manual

Appendix B – LWCF Grant Agreement with State

Appendix C – LWCF General Provisions

Appendix D - Statewide Comprehensive Outdoor Recreation Plan (SCORP)

Appendix E - Sample Governing Resolution

Appendix F - Federal Standard 424D Assurances – Construction Programs

Appendix G - Site Plan

Appendix H - Budget with Narrative

Appendix I - In-Kind Documentation

Appendix J - Section 6(f) LWCF Boundary Map

Appendix K - LWCF Acknowledgement Sign

Appendix L - Limitation of Use – record in the Deed of the Property

Appendix M - Project Agreement with Project Sponsor

Appendix A

Land and Water Conservation Fund State Assistance Program

Federal Financial Assistance Manual

Volume 72

Effective Date: October 1, 2023

NPS Webpage Link for viewing or download: www.nps.gov/subjects/lwcf/lwcf-manual.htm

Grant Agreement

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

AND

STATE OF MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, PARKS

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I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

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.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided 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 project will improve public outdoor recreation opportunities for adjacent communities as well as out of state visitors by renovating Wall Doxey State Park in Holy Springs, Mississippi. Residents of the entire State of Mississippi will have a destination for outdoor recreation with rehabilitated overnight accommodations and amenities.
- B. Project Objectives – The project objective is to rehabilitate cabins, pavilions, restrooms/bathhouse and add a playground at Wall Doxey State Park.

III. PUBLIC PURPOSE

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

IV. STATEMENT OF WORK

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

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. The Recipient will rehabilitate facilities at Wall Doxey State Park.
3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
4. Selects qualified subcontractors and submits documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
5. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
6. Verify actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
7. Submit annual and final performance and financial reports in accordance with Article IX.
8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.

- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. 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.

VI. 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.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed **\$472,700.00** 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 as applicable 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.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second 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. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- 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. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

- A. Special term(s) or condition(s) that are needed for the project:

The Recipient must ensure that the grant adheres to the stipulations of the State Historic Preservation Office letters dated April 11, 2023 and June 23, 2023:

1. The contractor will ensure to the fullest extent possible that site grading is limited to within six (6) inches of the existing surface elevation (e.g., sidewalk level, driveway level, slab level, etc.).

2. Any voids which require filling because they are a "health and safety issue" will be filled with suitable fill from an approved source.

3. Utility lines will be disconnected and capped. In cases where there are no shutoff valves, limited excavation within the utility rights-of-way will be required to cap these service lines. If possible, utility lines should be sheared off just below ground surface to prevent further ground disturbance.

4. During foundation or pier removal, the contractors will limit excavation to within two (2) feet of the foundation perimeter and will not excavate more than six (6) inches below the depth of the foundation to minimize soil disturbance.

5. The use of cementitious siding on cabins 6 and 7 is allowable provided that it is applied horizontally and the corner boards and reveals reflect the appearance and dimensions of the historic clapboard applications. A historic image of cabin 2 is enclosed for reference, and we recommend a cementitious clapboard with at least a 1/2" thickness and a textured finish. Replacement windows must be wood or metal-clad wood systems with four-over-four or six-over-six lite sashes. Simulated divided lites are acceptable, but interior muntin systems are not appropriate. Please provide window specifications to MDAH during the design phase for approval.

6. The use of cementitious siding on duplex cabins 5A and 5B and 8A and 8B is allowable provided that a vertical board-and-batten system is used to resemble the existing siding application.

7. The use of cementitious siding on the campground bathhouse is allowable provided that a vertical board-and-batten application is used to resemble the existing siding application.

*** Intentional Page Break to maintain formatting in Article XI. Standard Terms and Conditions ***

XI. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

NOT APPLICABLE

3. RESERVED

4. KEY OFFICIALS

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

B. Changes in Key Officials - Recipient may not 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 Agency Approval.

5. PRIOR APPROVAL

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

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement 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.

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

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. 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.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) 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; or
 - c) 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
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

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

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B 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.

D. 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.

E. 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.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. 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 Section 508.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.

13. 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.

14. 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.

15. ASSIGNMENT

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

16. 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.

17. AGENCY

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

18. 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.

19. 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.

20. 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.

21. 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.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, 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.

23. 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.

24. 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.

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).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

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

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

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

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

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

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

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

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

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

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

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

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

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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

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

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

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

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

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination

by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. 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.

XII 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 CFR Part 59

Appendix C

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.

Appendix D

Mississippi Statewide Comprehensive Outdoor Recreation Plan

Document is available for download on MWDFP Outdoor Recreation Grants webpage.

Webpage link: www.mdwfp.com/parks-destinations/outdoor-recreational-grants/

Appendix E

Governing Resolution

Record: On behalf of the below-named entity, I submit this application for the project described herein for grant assistance from the federal Land and Water Conservation Fund (LWCF) program. The LWCF application will be made part of the official record, should this project receive funding from LWCF.

Funding: It is understood that the LWCF is a reimbursable 50/50 matching grant program. Whereby the Federal share is no more than 50% and the Non-Federal (local) match is at least 50% of the total project budget. In addition, reimbursement of federal share will not occur until the project is complete with all vendors paid, and closeout approved by the National Park Service.

Land Ownership: I certify and verify fee simple ownership of the land to be developed by the project, which is the subject of this application.

Dedication: I understand that any properties receiving LWCF grant assistance must be maintained, in perpetuity, for public outdoor recreation. Prior to project close-out, we shall record on the real property title that this property has been dedicated solely to public outdoor recreation use in perpetuity under terms of the Land and Water Conservation Fund Act of 1965, as administered by the Mississippi Department of Wildlife, Fisheries and Parks - Outdoor Recreation Grant Division (MDWFP-ORG).

Cooperation: I acknowledge additional documentation may be required to complete this process. I agree to cooperate with the MDWFP-ORG by furnishing all information necessary to qualify for federal aid, to execute a State/Local Grant Agreement, and to adhere to all statutes and guidelines governing the LWCF program.

Resolution: The Aldermen I Town Council/ Board of Supervisors - on behalf of the below named entity voted and considered it in the best public interest to acquire and/or develop a LWCF Park and have submitted a LWCF Application for funding. (Attach copy of minutes)

I certify that to the best of my knowledge, the information I this application is true and correct.

Authorized Representative: (Type or Print)
Name:
Title:
Address:
City, State, Zip Code
Entity name:
Signature of Authorized Representative:
Date Resolution was voted on and approved for submission of LWCF application. (Attach a copy of the minutes)
Date:

Appendix F

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Appendix H - Budget Narrative

Budget Narrative

Provide a narrative description of the items included in the project budget. The budget narrative should clearly identify all project costs, and should align with the scope of work identified in the project narrative. Provide detailed information on all cost categories, including the value of in-kind contributions of goods and services provided to complete the project to be counted for matching purposes. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. Contingences should not be shown as a line item.

Below Example is in Appendix N - Budget and Budget Narrative

Element	Units	Cost	Fed Share	Match Share	Total
Acquisition	1.5ac	100,000	50,000	50,000	100,000
“Playground for All”	750sf	8.00	23,665	23,500	47,165
Poured-in-place surface			3,000	3,000	6,000
Play elements			20,665	20,500	41,165
Bathroom Renovation			12,500	12,500	25,000
Picnic areas	3	11,750	17,625	17,625	35,250
Accessible tables	12	350	-	4,200	4,200
Shelters	3	8,950	15,525	11,325	26,850
Concrete surface	1,200sf	3.50	2,100	2,100	4,200
Parking Renovation	4,500 sf	2.25	19,110	17,265	36,375
Demolish existing lot	7,000 sf	3.75	5,062	5,063	10,125
Install new surface lot			14,408	12,202	26,250
Goals for multi-use field	2	2,100	2,100	2,100	4,200
Site work (3 staff)	120 h	16.75	-	2,010	2,010
Total			125,000	125,000	250,000

Budget Narrative Example

(Review comments provided for clarification when preparing narrative)

The Hamilton Parks Department expects to execute this project using a combination of in-house labor and contracting with one or more outside companies. We hope to use a single firm to install the playground surface as well as the concrete for the picnic areas and the parking lot. We have reached out to several prospective companies that would typically bid for this sort of work to get general estimates to use in our budget proposal. **Commented:** *Explain how budget was developed*

Public engagement efforts and site plan development for the project have occurred over the past several years and were completed in 2018. The costs of this work are not included in our budget proposal. **Commented:** *Note what’s in and what’s out*

Land acquisition: The 1.5 acre portion of the former school property to be acquired has already been appraised to the federal standards and the value determined to be \$100,000.

Playground for all children: A new playground with a variety of elements that will be accessible for both able-bodied and disabled children of a range of ages will be built. The playground will have safety surfacing and will have features such as swings and slides, climbing apparatus, and a 12-foot-long suspension bridge. **Commented:** *Explain how value was derived – from appraisal or some other method of estimating (explain!)*

Bathroom renovation: The existing bathroom building that includes men's and women's areas will be renovated to reconfigure the sink areas and some of the toilet cubicles so both can meet contemporary accessible design standards. **Commented:** *Limited scope of work explains why cost is lower than might be expected for a typical park bathroom renovation*

Picnic areas: Three picnic areas will be developed around the park, to include 20' diameter steel framed gazebo shelters, concrete surface, and accessible picnic tables. The picnic tables will be donated to the project by a local hardware store in Hamilton and will be counted as part of the match. **Commented:** *Any donations to the project should specifically be called out and source identified*

Parking Area with Permeable Pavement: A small existing asphalt parking lot that served the school playfield area and that will be accessible to one of the new picnic areas will be demolished and expanded to create a new lot using porous concrete that will park 20 cars, including 3 parking spaces for people with disabilities. **Commented:** *Extra detail about this concrete to explain why it's more expensive than the concrete for the picnic area surfaces*

Multi-use field – The land being acquired comprises former school playfields so minimal work is needed. However, to be fully usable new goals will need to be installed.

Site work: Fencing and vegetation that separates the existing park from the former school site will be cleared or demolished. This work will be performed by the park's maintenance staff. We estimate the work will take about 120 hours, or 3 staff each for one week at an average salary of \$16.75/hour. **Commented:** *If people/labor will be paid for, the narrative must detail the position(s), the work they will perform, the amount of time involved, and actual or average salary as appropriate (e.g., hourly, annual)*

Appendix I - In-Kind Documentation

Outdoor Recreation Grants / Land and Water Conservation Fund DOCUMENTATION OF RECORDS In-Kind Labor and In-Kind Equipment

Audit regulations specify that billings must be thoroughly documented, and that force account claims must be supported by copies of source documents. Source documents are defined as records indicating work performed for every day of a pay or equipment use period.

FAILURE TO FULLY COMPLY COULD JEOPARDIZE AND WILL DELAY REIMBURSEMENT.

In-kind labor claims are either donations or force account. Force account labor means those persons on subrecipients regular payroll by the sub-recipient. Labor may be donated by political subdivisions other than the sub-recipient, or by private organizations. All requests for in-kind and/or force account claims must be submitted in one billing.

FORCE ACCOUNT LABOR Reimbursement requests for force account labor must include a copy of the source document recording time and activity. If more than one pay period is covered by the time and activity sheet, indicate which days are covered by which check. The check copy must indicate gross pay and LWCF pay claimed. Provide a front and back copy of the processed check. If gross pay is claimed for reimbursement, a copy of the check stub itemizing the deductions (type and amount must be included). Separate records must be kept on each laborer.

FORCE ACCOUNT EQUIPMENT Reimbursement requests for force account equipment must include a copy of the detailed equipment usage sheet and cost records with support documentation attached to use records when submitted for reimbursement. Separate cost records and use records must be maintained on each piece of equipment. Operator costs must be recovered through time and activity records. Equipment use records must cover a minimum period from the first day of work on the LWCF site through the last day of work on the LWCF site. Hourly rates for equipment include fuel costs. For Sponsor Owned Equipment Hourly Rates- go to website link: www.fema.gov/schedule-equipment-rates

FOR VOLUNTEER LABOR – Use appropriate hourly rate established by Mississippi Department of Employment Security. Statewide wage estimates can be found at mdes.ms.gov webpage mdes.ms.gov/information-center/labor-market-information/occupational-employment-and-wages/

EQUIPMENT USE RECORD

For Equipment Rates refer to the FEMA Schedule of Equipment Rates

Website address: www.fema.gov/schedule-equipment-rates

Date of Period Covered:	
LWCF Project Number:	
LWCF Project Name:	
FEMA Cost Code:	
Equipment Description (include engine specifications):	
Operator's Name:	

Date	Project Element(s)	Work Description	LWCF Hours	Equipment Rate Per Hour	Equipment Expense
TOTAL AMOUNT CLAIMED \$					

Employee's/Operator's Signature: _____ **Date:** _____

Supervisor's Signature: _____ **Date:** _____

Note: Employee's dates and hours on this Equipment Form should also be identified on In-Kind Labor Form

Appendix J - LWCF Boundary Map

Section 6(f)(3) LWCF Boundary Map

Section 6(f)(3) of the Land & Water Conservation states that: No property acquired or developed with assistance under this section shall without approval of the Secretary [of the Interior] be converted to other than public outdoor recreation uses. The LWCF program realizes that in certain instances there is no alternative to converting a portion of a LWCF property. In those extreme cases where there is no feasible alternative, the grantee must begin a conversion of use process with MDWFP- ORG. In short, the conversion of use process requires that a suitable piece of replacement property be found before a conversion occurs at a LWCF site. Suitable means equivalent in fair market value and can serve as a viable public outdoor recreation area without reliance upon adjoining or additional areas.

The purpose of a Section 6(f)(3) map is to legally define the area being developed or acquired with federal LWCF grant money. This area will be given the protection of Section 6(f)(3) of the LWCF Act, which states that property acquired or developed with LWCF money shall not be converted to uses other than public outdoor recreation.

A Section 6(f)(3) map also ensures that the area defined by the boundary line is a viable recreation unit. Normally, this will be the total area of the facility receiving assistance. In no case will it be less than the area to be developed or acquired under a given LWCF application. All projects must have a Section 6(f)(3) map.

According to LWCF rules and regulations, the project area within the Section 6(f)(3) boundary will become encumbered as an outdoor recreational site in perpetuity. This means that it must be open and managed for public outdoor recreation forever.

Each project application must include a 6(f)(3) Metes and Bounds map unless the project is for an acquisition project.

At a minimum, the 6(f)(3) map should include:

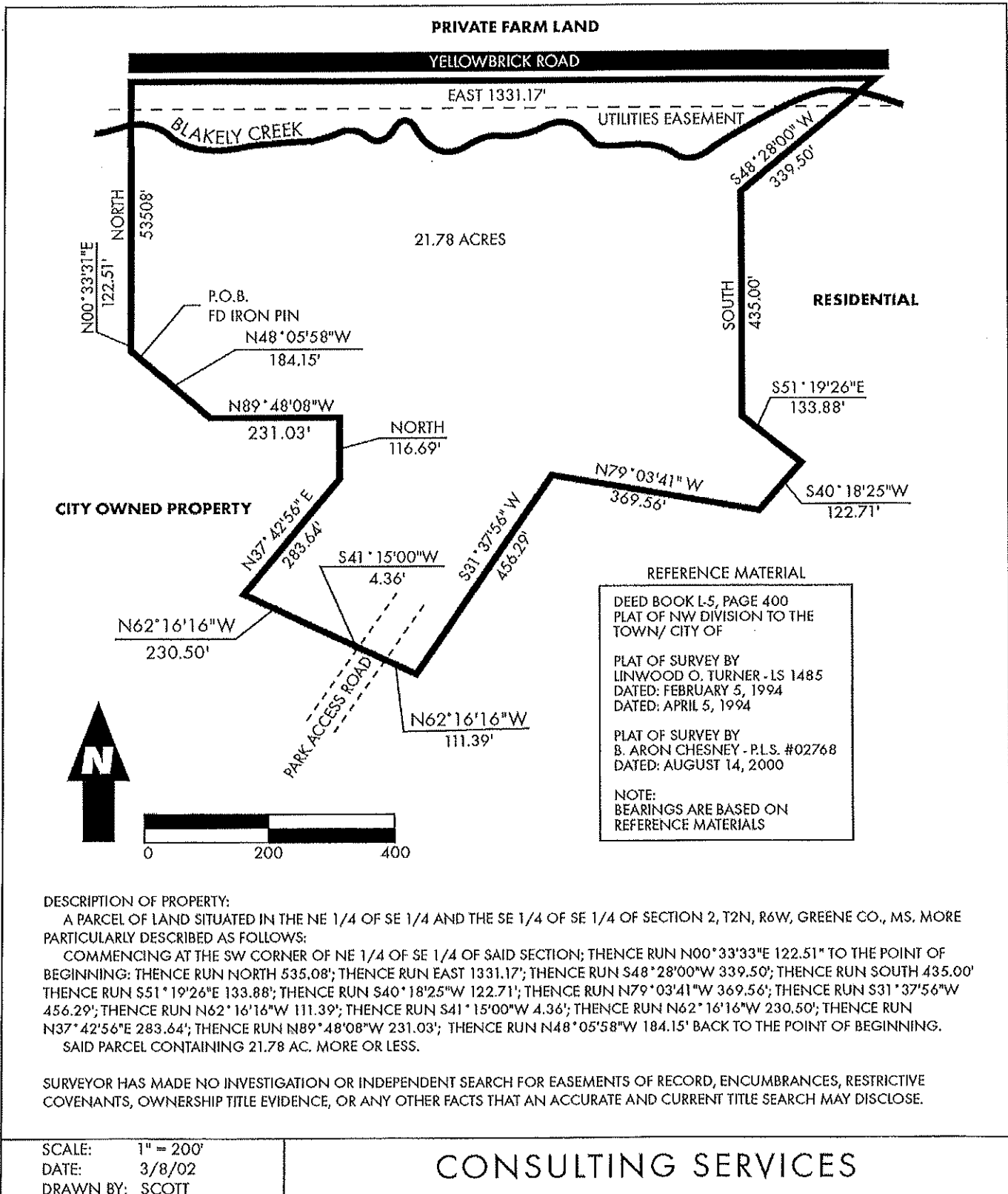
- ▶ Title of Map.
- ▶ Date Map was prepared.
- ▶ Scale in feet.
- ▶ A north compass point.
- ▶ The Section 6 (f)(3) Metes and Bounds line should be distinct from all other lines on the map.
- ▶ Section 6(f) boundary should be written on the map with an arrow pointing to the line.
- ▶ Boundary lines should be shown by dotted or bold lines & distinct from all other lines on the map.
- ▶ Latitudes and longitudes for the boundary lines must be provided.

Whenever possible, maps should include some permanent locator, natural landmarks, public roadways etc. to aid in determining boundaries in the field. The number of acres being placed under Section 6 (f) protection must be noted.

Applicants should consider any existing or potential non- recreational uses of the park property that should be excluded (carved out and/or setback) from the 6(f) protection. These areas should be clearly marked on the map and identified as been excluded from the 6(f) area. It is highly recommended that applicants consult with the Mississippi Department of Transportation to determine if any planned road construction or improvement projects might impact the proposed 6(f) boundary and make adjustments now to avoid creating future conversion of use issues.

Any easements (utility, conservation, wetland, etc.) must be clearly shown on the map. Maps should be as high a quality as possible. Whenever possible, the finished map should be submitted on ledger size paper (11 x 17). Two, signed and dated copies of the map are required. Signature should be of local representative authorized to submit the application request.

SAMPLE AREA BOUNDARY MAP



Appendix K – LWCF Acknowledgement Sign

LWCF Acknowledgement Signs

1. Permanent signs. Permanent signs shall be installed to acknowledge the federal-state-local partnership role in providing new high-quality outdoor recreation areas and facilities and to facilitate continued awareness of the LWCF Act obligations by recipients/subrecipients as well as the public, consistent with 2 C.F.R. § 200.316. States may determine the type, size, and placement of the sign as long as the LWCF logo is used (see #3 below). A sign must be continuously maintained at the site and its presence should be confirmed during the post-award site inspection (see Chapter 8.C.).

The State recommends the size of the sign shall be a minimum of 3' x 3' with letters of such a proportionate size so as to be easily legible. The sample sign is the one recommended by the Mississippi Department of Wildlife, Fisheries and Parks and shall be permanently mounted in such a location that it will be **easily noticeable**, such as the entrance of the park or recreation area. The acknowledgement of Land and Water Conservation Fund Assistance will be checked during compliance inspections.



Green color in logo is Pantone 356. An image of the logo can be downloaded from the NPS website at www.nps.gov/subjects/lwcf/lwcf-manual.htm

2. Temporary signs. In accordance with 54 U.S.C. § 200307, when significant acquisition, development, and/or combination projects totaling \$500,000 or more are initiated, States are required to place appropriate temporary signage on or near the affected site so as to indicate the action taken is a product of funding derived from Outer Continental Shelf receipts made available through the LWCF. Such signage shall indicate the percentage and dollar amounts financed by federal and non-federal funds.

Publicizing an acquisition project by the installation of signs prior to the completion of the acquisition, particularly those involving the acquisition of several parcels, could seriously affect the negotiations for the properties to be acquired. Therefore, signing of acquisitions projects should be delayed until the acquisition of all parcels is completed and all relocations have occurred. Also, the display of dollar amounts for acquisition projects is optional where such display may be detrimental to the project or future acquisitions.

For development and combination projects, such temporary signage shall be placed at the initiation of construction and remain until project is completed.

Unless precluded by local sign ordinances, temporary signs shall be no less than 2 feet by 3 feet. The size of lettering should be based on the amount of information placed on the sign. The selection of colors will be at the discretion of the State; however, there should be sufficient contrast between the background and the lettering to make the sign readily visible without being intrusive. The sign should include the source, percent, and dollar amount of all federal, state and/or local funds. The second line on the temporary sign will indicate whether the project is acquisition, development, or both. In addition to the NPS, the administrative acknowledgement may include the state agency responsible for the LWCF program. Here is a suggested format for a temporary sign:

THE CITY OF XXXXX
Public Outdoor Recreation Site Development Aided by the Federal
LAND AND WATER CONSERVATION FUND
Administered by the
National Park Service
U.S. Department of the Interior
Funding
LWCF 50% \$250,000
State of XXX 25% \$125,000
City of XXX 25% \$125,000
Total Project \$500,000
Source of funding includes monies derived
from Outer Continental Shelf Federal Receipts

3. Use of LWCF logo. Use of the LWCF Logo on temporary and permanent project signs is required. The NPS encourages its use as a part of the acknowledgement of LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. An image of the logo can be downloaded from the NPS website at www.nps.gov/subjects/lwcf/lwcf-manual.htm

4. Allowable costs. Costs related to project acknowledgement are allowable costs as part of initial capital investment and may be shared by LWCF assistance. Replacement costs as a part of project operation and maintenance are not allowable.

Appendix L - Limitation of Use

Limitation of Use – Record in the Deed of the Property

Restrictive Deed Wording

In order for the Section 6(f)(3) regulations to be enforced, the following language is to be incorporated into the deed and recorded in the city, town or county court house of the project area:

The property identified below has been acquired or developed with federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (170 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Mississippi Department of Wildlife, Fisheries and Parks and the Secretary of the Department of the Interior. By law, the Secretary shall approve such conversion only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such condition as the substitution of other recreation properties are of at least equal fair market value and of reasonably equivalent usefulness and location.

LWCF Project 28-00XXX

Appendix M - Project Agreement with Sponsor

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS OUTDOOR RECREATION GRANTS DIVISION LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

Applicant (City, County, State Agency)	LWCF Project Number: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">28-00</div>
Project Title:	Project Period:
Project Scope:	

The Mississippi Department of Wildlife, Fisheries and Parks, and the Applicant (City, County, State Agency) named above (hereinafter referred to as the Applicant), mutually agree to perform this agreement in accordance with the federal and state Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the Applicant and hereby made a part hereof.

The Mississippi Department of Wildlife, Fisheries and Parks hereby promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this agreement.

Total Project Agreement Cost \$ _____

The following are hereby incorporated into this agreement:

(Fund Amount not to exceed 50% of total)

Fund (LWCF Amount) \$ _____

Local Match \$ _____

1. General Provisions
2. LWCF State Assistance Program Manual 10/01/2008
3. MDWFP/LWCF Program Guidelines
4. OMB Circular A-102
5. Title 43, Code of Federal Regulations
6. Dated Project Boundary Map
7. Deed with Limitation of Use Statement
8. LWCF Site Sign
9. Post Completion Responsibilities in Perpetuity

Vendor #

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

State of Mississippi

City of

By: _____
Terry McDill,
LWCF Grant Administrator
Mississippi Department of Wildlife, Fisheries, and Parks

By: _____
, Mayor

Date _____

Date _____