

File No. 130826

Committee Item No. 5

Board Item No. 13

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 09/18/2013

Board of Supervisors Meeting

Date: September 24, 2013

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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Completed by: Victor Young

Date: September 13, 2013

Completed by: Victor Young

Date: 9/19/13

1 [Accept and Expend Grant - McLaren Park Connector Trail Project - \$186,746]

2
3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a Land and Water Conservation Fund Grant from the California Department of**
5 **Parks and Recreation in the amount of \$186,746 for the McLaren Park Connector Trail**
6 **Project for the period of September 16, 2011, through June 30, 2014.**

7 WHEREAS, The City and County of San Francisco ("the City") owns the property
8 located on the Southeastern side of San Francisco on Assessor's Parcel Block 6003, Lot 034,
9 Block 6096 Lot 001, Block 6189, Lot 034, Block 6190, Lot 066 and Block 6220, Lot 002
10 known as "McLaren Park"; and

11 WHEREAS, The City, through the San Francisco Recreation and Park Department
12 ("RPD"), operates and maintains McLaren Park; and

13 WHEREAS, In 2008 San Francisco voters passed the Clean and Safe Neighborhood
14 Parks Bond ("the Bond"), which allocated \$5 million to the San Francisco Urban Trails
15 Program to improve access and connectivity, promote conservation of natural resources and
16 sensitive habitat, and to improve public safety; and

17 WHEREAS, The Bond identified twenty-six park sites, including McLaren Park, as
18 needing trail and habitat restoration; and

19 WHEREAS, The National Park Service provides funding under the Land and Water
20 Conservation Fund ("LWCF") Program for statewide planning, acquisition and development of
21 outdoor recreation areas and facilities; and

22 WHEREAS, The California Department of Parks and Recreation ("CDPR") has been
23 delegated the responsibility for the administration of the LWCF program, which provides grant
24 funds to local entities to acquire, enhance, restore or develop facilities for public recreation
25 purposes; and

1 WHEREAS, CDPR has awarded RPD a LWCF grant in the amount of \$186,746
2 ("Grant") to reconstruct and improve existing trails at McLaren Park for the McLaren Park
3 Connector Trail Project; and

4 WHEREAS, The terms and conditions of the Grant are detailed in an agreement on file
5 at the Clerk of the Board of Supervisors in File No. 130826 ("Grant Agreement") which is
6 hereby declared to be part of this resolution as set forth fully herein; and

7 WHEREAS, Under the Grant Agreement and per Section 6(f)(3) of the Land and Water
8 Conservation Fund Act, property developed under the LWCF program may not, without the
9 approval of CDPR, the National Park Service and/or the Secretary of the Interior, be
10 converted to other than public outdoor recreation use but shall be maintained in public outdoor
11 recreation in perpetuity. Following acceptance of LWCF grant funds, approval of any
12 conversion of part or all of the property to other than public outdoor recreation use shall be at
13 the sole discretion of the Secretary of the Interior and made only upon a finding that the
14 conversion is in accord with the then existing comprehensive statewide outdoor recreation
15 plan and only upon such conditions as he/she deems necessary to assure the substitution of
16 other recreation properties of at least equal fair market value and of reasonable equivalent
17 usefulness and location; and

18 WHEREAS, As a condition of receiving the Grant, the City is required to record a
19 Memorandum of Unrecorded Grant Agreement against McLaren Park to provide notice that
20 McLaren Park has been developed with LWCF assistance and cannot be converted to other
21 than public outdoor recreation use without the written approval of CDPR, the National Park
22 Service and/or the Secretary of the Interior; and

23 WHEREAS, The Grant does not require an Annual Salary Ordinance (ASO)
24 Amendment; and
25

1 WHEREAS, RPD proposes to maximize use of available Grant funds on project
2 expenditures by not including indirect costs in the grant budget; now, therefore, be it

3 RESOLVED, That the Board of Supervisors retroactively authorizes the General
4 Manager of the Recreation and Park Department to accept and expend a grant from the
5 California Department of Parks and Recreation in the amount of \$186,746 for the McLaren
6 Park Connector Trail Project; and be it

7 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
8 indirect costs in the grant budget; and be it

9 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Real
10 Estate to record a Memorandum of Unrecorded Grant Agreement with the Assessor-Recorder
11 against the property known as McLaren Park, designated as Assessor Parcel Block 6003, Lot
12 034, Block 6096 Lot 001, Block 6189, Lot 034, Block 6190, Lot 066 and Block 6220, Lot 002,
13 providing that the use restrictions contained in the Grant Agreement will be covenants,
14 conditions and restrictions on the use of the property in perpetuity, including that the property
15 cannot be converted to other than public outdoor recreation use without the written approval
16 of the California Department of Parks and Recreation, the National Park Service and/or the
17 Secretary of the Interior; and be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
19 Manager, or his or her designee, to conduct all negotiations, execute and submit all
20 documents, including, but not limited to applications, agreements, amendments, payment
21 requests and so on, which may be necessary to accept and expend the grant funds for the
22 completion of the project


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Recommended:

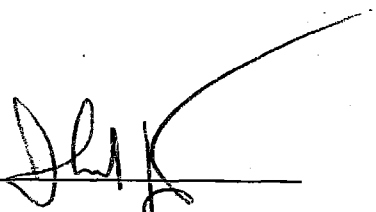


General Manager, Recreation and Park Department

Recommended:

Approved: 

Mayor



Director of Real Estate

Approved: 

Controller



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Philip A. Ginsburg, General Manager
THRU: Toni Moran, Recreation and Park Department Grants Manager
DATE: June 13, 2013
SUBJECT: Accept and Expend Resolution
GRANT TITLE: McLaren Park Connector Trail

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application form
- Grant award letter from funding agency
- Other: Grant agreement

Special Timeline Requirements: All Grant Funds must be billed to grant by March 31, 2014

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran Phone: (415) 581-2555

Interoffice Mail Address: 30 Van Ness Ave. 5th Floor

Certified copy required Yes

No

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Land and Water Conservation Fund Grant – McLaren Park Connector Trail Project
2. Department: Recreation and Park
3. Contact Person: Toni Moran Telephone: (415) 581-2555
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$186,746 (includes 7% surcharge)
- 6a. Matching Funds Required: \$174,529
b. Source(s) of matching funds (if applicable): \$100,000 - 2008 Clean and Safe Neighborhood Parks Bond
\$74,529 - In-Kind Volunteer Labor
- 7a. Grant Source Agency: National Park Service
b. Grant Pass-Through Agency (if applicable): California Department of Parks and Recreation
8. Proposed Grant Project Summary: Develop McLaren Park by renovating trail entrances and park entryways, improvements to woodland walk trail and installation of way finding and interpretive signage.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: September 16, 2011 End-Date: June 30, 2014
- 10a. Amount budgeted for contractual services: \$349,058
b. Will contractual services be put out to bid? Yes
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? No, the grant is federally-funded and does not allow for geographical preferences
d. Is this likely to be a one-time or ongoing request for contracting out? One time contracting out.
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$0
b2. How was the amount calculated?
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? Administrative Costs

12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Work performed as part of Trails Reconstruction Program contracts for accessible trails and segments shall conform to the US Access Board's 2009 Draft Final Guidelines for Outdoor Developed Areas, Section 1017 Trails, where technically feasible. This grant-funded work in McLaren Park is focused on enhancing existing features. Technical constraints include steep slopes, limited amount of space, and sensitive natural areas. All plans and drawings will be reviewed with MOD prior to going to bid.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica

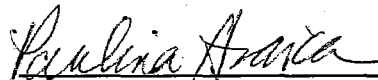
(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning & Capital Division

(Title)

Date Reviewed:

6/6/13



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

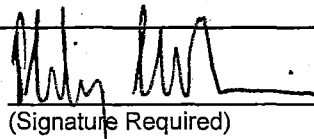
Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: _____



(Signature Required)

McLaren Park Connector Trail Project Construction Budget

McLaren Park Connector Trail Cost Estimate		
	Projected Cost	Funding Source
Trail Construction	\$113,058	Volunteer Labor
Trail Signage	\$36,000	Grant
Trail Entryway Landscaping	\$200,000	Bond and Grant
Total Construction Cost	\$349,058	
<p>NON-CONSTRUCTION COSTS - Project Planning and management are not part of the grant project. These items are funded as part of the larger San Francisco Urban Trail Program and cannot be tracked specifically to an individual project.</p>		

McLaren Park Connector Trail Project
Land and Water Conservation Fund

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Land and Water Conservation Fund Program Application

This form and required attachments must be submitted for each Project site.

PROJECT NAME McLaren Park Connector Trail Project	Amount of Grant requested Match \$174,529
--	---

TYPE OF PROJECT: <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development	Estimated Total Project Cost \$349,058
---	---

Grant Applicant (Agency, address, and zip code) San Francisco Recreation and Park Department Capital and Planning Division 30 Van Ness Avenue, Fifth Floor San Francisco, CA 94102-6020	PROJECT ADDRESS at Park Entrance (including zip code) John McLaren Park 154 Delta San Francisco, CA 94134
---	--

PROJECT ADDRESS LATITUDE AND LONGITUDE:				COUNTY		NEAREST CITY	
	Degrees	Minutes	Seconds	San Francisco		San Francisco	
Latitude	37	7191		Congress District No. 8	Senate District No. 8	Assembly District No. 12	
Longitude	122	41664					

Grant APPLICANT's Representative Authorized in Resolution:

Dawn Kamalanathan, Capital and Planning Division Manager	Dawn.kamalanathan@sfgov.org	415 581-2559
Name (typed or printed) and Title	E-mail Address	Phone
Person with day-to-day responsibility for Project (if different from authorized representative):		
Toni Moran, Environmental Specialist/Grant Manager	Toni.moran@sfgov.org	415 581-2555
Name (typed or printed) and Title	E-mail Address	Phone

GRANT SCOPE: *Do not include Project merits*

Acquire approximately _____ acres of land for _____
(NAME OF PARK)


OR

(2,800 LF of Trail Improvements)

Develop McLaren Park by renovating two trail entrances and two park entryways, improvement to woodland walk trail, installing way finding signage at 18 major trail junctions and interpretive signage at two trail locations in the park, Woodland Walk 6,600 LF in length.
(NAME OF PARK) (Items of work to be completed with LWCF funds and the required Match amount.)

<p>For Development Projects – Total park land is: <u>318</u> acres</p> <p><input checked="" type="checkbox"/> Land is held in fee title by Grant APPLICANT,</p> <p><input type="checkbox"/> Land held under a perpetual lease agreement</p> <p><input type="checkbox"/> Federal land is held under a minimum 25 year lease at the time of application</p>	<p>For Acquisition Projects – Total park land will be _____ acres</p> <p><input type="checkbox"/> Land to be acquired in fee simple by Grant APPLICANT</p> <p><input type="checkbox"/> Land to be acquired in other than fee simple (explain)</p> <p>_____</p> <p>_____</p>
---	---

I certify that the information contained in this Project Application form, including required attachments, is accurate and that this Project is consistent with the park and recreation element of the applicable city or county general plan or the district park and recreation plan and will satisfy a high priority need.

Signed  _____

Grant APPLICANT's Authorized Representative as shown in Resolution

October 29, 2010
Date



JUL 29 2011

Toni Moran, Grants Manager
City/County of San Francisco RPD
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

Re: Land and Water Conservation Fund Program
McLaren Park Connector Trail Project

LW-38-012
Grant Amount: \$186,746
(includes 7% surcharge)

Dear Toni Moran:

We are pleased to inform you the above project has been recommended for funding to the National Park Service (NPS) under the Land and Water Conservation Fund Program (LWCF).

Please submit the following completed forms to the Office of Grants and Local Services (OGALS) to the attention of Cynthia Wong, LWCF Supervisor (see address below) no later than August 4, 2011. NPS cannot approve this project until you have submitted these documents to OGALS.

These forms have been attached to this letter for your convenience. *(Please reference page 77 of the LWCF Program Guide for more information):*

- A. Compliance with National Historic Preservation Act, Memorandum of Understanding, 36 CFR Part 800
- B. Certification of Compliance – Relocation Act (PL 91-646) (Development only)
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Drug-free Workplace Requirements and Lobbying (DI-2010 June 1995)
- D. Civil Rights Assurances, Department of Interior 1350

We anticipate receiving approval from NPS in approximately three months. You are cautioned not to proceed with the development until you have received a fully executed contract.

Post-Selection Federal Requirements

Additionally, after you have received a fully executed contract, the following items are required prior to processing payments:

1. Memorandum of Unrecorded Grant Agreement (see page 19 of the May 27, 2010 LWCF Grant Administration Guide for more information).

Toni Moran

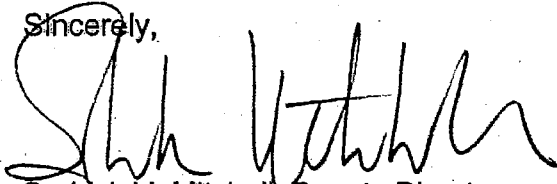
JUL 2 6 2011
Page Three

*You will note that your requested grant amount, match and total project cost is increased by the 7% (current) surcharge.

If you submit eligible costs for the increased total project cost you will receive the original amount as requested.

Again, congratulations on your project having been recommended for funding. For LWCF program information, you may access the Department's Web site at <http://www.parks.ca.gov/grants>. If you have any questions, please contact, Jeanne Ekstrom, at (916) 651-7737, or e-mail at jmeks@parks.ca.gov.

Sincerely,



Sedrick V. Mitchell, Deputy Director
External Affairs

Attachment

cc: Barbara Baker, Manager, Office of Grants and Local Services
Cynthia Wong, Supervisor, Office of Grants and Local Services
Jeanne Ekstrom, Project Officer, Office of Grants and Local Services

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

AMENDMENT TO CONTRACT

Contract No. C8950003 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City & County of San Francisco

The State and, City & County of San Francisco in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

Change project liquidation date from June 30, 2013 to June 30, 2014, and reduce the Contract Amount from \$115,025 to \$107,500, the original Grant Request Amount.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

STATE DEPARTMENT OF PARKS AND RECREATION

Applicant: City & County of San Francisco

By [Signature]

By [Signature]

Title Gen Mgr; Capitol Prog Mgr; Dir of Ops; Dir of Policy & Pub Af
Applicant's Authorized Representative as shown in Resolution

Date March 25, 2013

Date 3/22/13

**CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)**

CONTRACT NO C8950003	AMENDMENT NO 1	CALSTRS VENDOR NO 4000003038-02 /	PROJECT NO 06-01687		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$-7,525		FUND Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$0- \$115,025	ITEM 3790-101-0890	CHAPTER 268	STATUTE 08	FISCAL YEAR 2008/09	
TOTAL AMOUNT ENCUMBERED TO DATE \$107,500	INDEX 1091	OBJ. EXPEND 702	PCA 68952	PROJECT/WORK PHASE 091012-00	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>			DATE 3-27-13	

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

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

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements. Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Part II

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

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

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.
- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Part II

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the 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.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. 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.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. 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.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance"

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includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.
13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together

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with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

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- (4) *The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*
- (c) *Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);*
- (d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*
- (1) *Abide by the terms of the statement; and*
 - (2) *Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*
- (e) *Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*
- (f) *Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;*
- (1) *Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
 - (2) *Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*
- (g) *Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).*
- The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

*The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.***

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

