

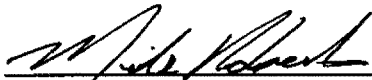
**ORDER: ACCEPT NPS LAND AND WATER CONSERVATION FUND GRANT
FOR THE EXPANSION OF THE LAFAYETTE COUNTY FIRING
RANGE**

Motion was made by Larry Gillespie, duly seconded by Chad McLarty, to accept NSP Land and Water Conservation Fund Grant for the expansion of the Lafayette County Firing Range.

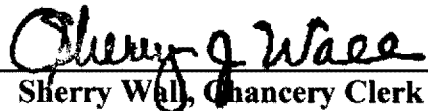
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 4th day of October, 2021.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk



**MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS**

SAM POLLES, Ph.D.
Executive Director

September 16, 2021

Mr. Mike Roberts, President
Lafayette County Board of Supervisors
300 North Lamar Blvd.
Oxford, MS 38655

RE: Land and Water Conservation Fund Project #28-00685
Lafayette County Firing Range

Dear Mr. Roberts:

The Outdoor Recreation Grant Division is pleased to inform you that your application for funding assistance for the referenced project has been approved by the National Park Service. The total project agreement is \$445,100.00. The LWCF grant is a 50/50 match. The approved amount of reimbursable grant funds for this project is \$222,550.00.

Your application demonstrated local commitment and addressed the community's need for outdoor recreational development. I commend you for this initiative and for helping to improve the quality of life in your community.

Enclosed you will find the following:

- Land and Water Conservation Fund Project Agreement
- Accounting and Audit Requirement Acknowledge Form
- SF-424D Construction Assurance Form
- LWCF Provisions – does not need to be signed and returned

The Project Agreement and forms need to be signed and returned as soon as possible. Keep a copy of the Project Agreement, forms and LWCF provisions for your project records.

If you have any questions, please contact this office by email Terry.McDill@wfp.ms.gov or by phone number 601-432-2227.

Sincerely,


Terry McDill
LWCF Grant Administrator

Enclosures

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

Recipient / Applicant (City, County, State Agency):	LWCF Project Number:
Lafayette County Board of Supervisors	28-00685
Project Title:	Period of Performance:
Lafayette County Firing Range Expansion	October 1, 2021 to March 31, 2021
Statement of Work: Construction of earthen berms, installation of drainage system, concrete walkways and pads, gravel drive, parking, construction of storage building, construction of control tower, construction of a pavilion, erosion control measures, installation of 30 turning target systems, existing overhead electrical will be placed underground.	

The Mississippi Department of Wildlife, Fisheries and Parks, and the Recipient/Applicant named above (hereinafter referred to as the Recipient), 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 Recipient and hereby made a part hereof.

The Mississippi Department of Wildlife, Fisheries and Parks hereby promises, in consideration of the promises made by the Recipient herein, to obligate to the Recipient the amount of money referred to. The Recipient 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.

Recipient agrees to operate and maintain the property as a public park in perpetuity as required by the Land and Water Conservation Fund Federal Financial Assistance Manual.

Total Project Agreement \$ 445,100.00

(LWCF Amount not to exceed 50% of total)

LWCF Amount \$ 222,550.00

Recipient's Match \$ 222,550.00

Recipient's State Vendor #
Lafayette County Board of Supervisors 300 North Lamar Blvd. Oxford, MS 38655

The following are hereby incorporated into this agreement:

1. LWCF State Assistance Program Manual
2. MDWFP/LWCF Program Guidelines
3. Dated Project Boundary Map
4. Deed with Limitation of Use Statement
5. Project Application and Attachments
6. 36 CFR Part 59 / Post Completion Responsibilities
7. LWCF Site Sign Display Requirements
8. General Provisions (Page 2 of Agreement)
9. LWCF Provisions

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

Mississippi Department of Wildlife, Fisheries, and
Parks

Lafayette County Board of Supervisors

By:


Terry McMill, LWCF Grant Administrator
Outdoor Recreational Grants

By:

Mike Roberts, President

Date

9-16-2021

Date

GENERAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - a) **Administrative Requirements:**
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - b) **Determination of Allowable Costs:**
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - c) **Audit Requirements:**
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
 - d) **Code of Federal Regulations/Regulatory Requirements:**
2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";
2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";
43 CFR 18, "New Restrictions on Lobbying";
2 CFR Part 175, "Trafficking Victims Protection Act of 2000";
FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
2 CFR Part 170, "Reporting Sub-awards and Executive Compensation".
2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341
5. **Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

Project and Budget Narrative Lafayette County Firing Range Improvements

The Lafayette County Firing range is an existing public recreational firing range developed in 2001. The range has seen an increase in demand. The purpose of the proposal is to meet that demand. The proposal is to add two pistol ranges and support elements.

The proposal is part of the long-term plan for the property. The proposal was discussed at County Board of Supervisor meetings which helped to influence the type of additional facilities that were needed. The proposal was reviewed by an engineering firm, law enforcement professionals, shooting groups and the community. An online notice was posted on the county's website on September 3, 2020 with a comment period closing on Oct 2, 2020. No comments were received. The engineer has provided a preliminary plan and estimate of probable cost. Once LWCF assistance is provided, the County will have the engineer develop construction documents and the project will be publicly bid. The engineer will review the bids and make a recommendation to the County Board of Supervisors. Once a construction contract is awarded to a contractor, the engineer will provide construction administration services throughout the construction process.

The proposed development of two pistol ranges include: construction of earthen berms, drainage system, concrete walkways and pads, gravel drive and parking, storage building, control tower, pavilion, erosion control measures, and a target system. The engineer's estimate of probable cost is below.

Estimate of Probable Cost				
Item	Quantity	Cost	LWCF 50% Share	Local 50% Share
MOBILIZATION	1	\$10,000.00	\$5,000.00	\$5,000.00
CLEARING AND GRUBBING	1	\$8,000.00	\$4,000.00	\$4,000.00
UNCLASSIFIED EXCAVATION	14,500 CY	\$54,375.00	\$27,187.50	\$27,187.50
SURPLUS EXCAVATION (ON SITE DISPOSAL)	6,700 CY	\$26,800.00	\$13,400.00	\$13,400.00
GRANULAR MATERIAL - Parking, Driveway	160 CY	\$4,320.00	\$2,160.00	\$2,160.00
Concrete walkways and pads 4" depth	500 SY	\$30,000.00	\$15,000.00	\$15,000.00
10" CORRUGATED HIGH DENSITY POLYETHYLENE DRAINAGE PIPE	68 LF	\$1,020.00	\$510.00	\$510.00
12" CORRUGATED HIGH DENSITY POLYETHYLENE DRAINAGE PIPE	415 LF	\$7,470.00	\$3,735.00	\$3,735.00
15" CORRUGATED HIGH DENSITY POLYETHYLENE DRAINAGE PIPE	75 LF	\$1,500.00	\$750.00	\$750.00
36" CORRUGATED HIGH DENSITY POLYETHYLENE DRAINAGE PIPE	165 LF	\$7,425.00	\$3,712.50	\$3,712.50
10" PVC INLINE DRAINS	2 ea	\$800.00	\$400.00	\$400.00
12" PVC INLINE DRAINS	6 ea	\$3,600.00	\$1,800.00	\$1,800.00
TEMPORARY SILT FENCE	1,000 LF	\$4,000.00	\$2,000.00	\$2,000.00
LOOSE RIPRAP (SIZE 200)	52 ton	\$2,340.00	\$1,170.00	\$1,170.00
GEOTEXTILE UNDER RIPRAP (TYPE 0.21 mm - 0.43 mm)	100 SY	\$300.00	\$150.00	\$150.00
6' - HIGH CHAIN LINK FENCE	3,262 LF	\$65,240.00	\$32,620.00	\$32,620.00

CHAIN LINK GATE	1 ea	\$1,200.00	\$600.00	\$600.00
COMMERCIAL FERTILIZER	3.6 ton	\$1,800.00	\$900.00	\$900.00
AMMONIUM NITRATE	0.6 ton	\$600.00	\$300.00	\$300.00
SEEDING	3.6 acre	\$2,160.00	\$1,080.00	\$1,080.00
VEGETATIVE MATERIALS FOR MULCH	7.2 ton	\$1,440.00	\$720.00	\$720.00
SOLID SODDING	200 SY	\$800.00	\$400.00	\$400.00
EXCELSIOR BLANKET	500 SY	\$1,500.00	\$750.00	\$750.00
WATTLES 20"	200	\$800.00	\$400.00	\$400.00
SITE SIGN	LS	\$1,500.00	\$750.00	\$750.00
UNDERGROUND ELECTRICAL RELOCATION	LS	\$8,000.00	\$4,000.00	\$4,000.00
BUILDING UNDERGROUND ELECTRICAL	LS	\$2,850.00	\$1,425.00	\$1,425.00
STORAGE BUILDING 12'x12'		\$7,200.00	\$3,600.00	\$3,600.00
CONTROL TOWER 12'x12'x20'		\$21,600.00	\$10,800.00	\$10,800.00
PAVILION		\$11,200.00	\$5,600.00	\$5,600.00
30 STATION TARGET SYSTEM		\$75,000.00	\$37,500.00	\$37,500.00
CONSTRUCTION TOTAL		\$364,840.00	\$182,420.00	\$182,420.00
ENGINEER DESIGN AND ADMINISTRATION		\$29,186.00	\$14,593.00	\$14,593.00
SURVEY, STAKING, TESTING		\$14,594.00	\$7,297.00	\$7,297.00
CONTINGENCY		\$36,480.00	\$18,240.00	\$18,240.00
PROJECT TOTAL		\$445,100.00	\$222,550.00	\$222,550.00

LWCF 50% Share \$222,550.00

Lafayette County Local 50% Share \$222,550.00

Accounting and Audit Requirements Acknowledgement Form

Pursuant to federal law, any entity that expends \$750,000 or more of combined federal funds in its fiscal year is required to have a Single Audit performed in accordance with OMB Circular A-133 and your grant agreement. Federal financial assistance includes funds received from all federal resources, not just funds from the Land and Water Conservation Fund.

The Land and Water Conservation Fund Program (CFDA# 15.916) is subject to the Single Audit Act of 1984, P. L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. This Act set forth standards for obtain consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants).

The Sub-recipient must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. The system must provide accounting data so that the total cost of each individual Grant Project can be readily determined. Grantees must keep accurate records of all LWCF Project expenditures including, but not limited to, receipts, progress payments, invoices, and timecards. These records must be retained for a period of three years after final payment is made by the State.

At the end of the LWCF project you will be required to fill out the Audit Assurance form, prior to receiving reimbursement of eligible project expenses.

On the Audit Assurance form, if you have not expended \$750,000 or more of combined federal funds in your fiscal year, you would check the second box and fill out the grid detailing source(s) of federal funds. Complete and sign the form certifying that you do not owe the federal government and the Mississippi Department of Wildlife, Fisheries and Parks a Single Audit for this fiscal year.

If you exceed the \$750,000 threshold amount, you will mark the first box and arrange for a Single Audit to be conducted. Complete and sign the Audit Assurance form as required and return the form along with one copy of your OMB Circular A-133 audit report to the Mississippi Department of Wildlife, Fisheries and Parks, Outdoor Recreation Grants (ORG) as soon as possible.

I acknowledge the accounting and audit requirements of the Land and Water Conservation Fund

Authorized Signature (Mayor, Board President, Executive Director, etc)

Title

Date

Printed Name

Mississippi Department of Wildlife, Fisheries and Parks
Outdoor Recreation Grants (LWCF)
P. O. Box 451
Jackson, Mississippi 39205-0451

LWCF 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 that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

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

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

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

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public

agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

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

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

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

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XV.A.2.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the 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 or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
6. 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.
7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention,

control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.

9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

C. Project Termination

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

not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

D. Project Closeout

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

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

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