

Land and Water Conservation Fund Grant Agreement  
Between the State of Utah and the City of Nibley

City Park at Ridgeline Park

Project Title

49-00403

Project Number

10/1/2023 To 9/30/2026

THIS AGREEMENT ("Project Agreement") is made between the State of Utah, Department of Natural Resources ("DNR"), and the City of Nibley ("Local Sponsor"), qualifying under this Project Agreement either as an agency or a political subdivision of the State of Utah.

**PURPOSE**

Local Sponsor is the subgrantee/recipient of grant funds from the National Park Service ("NPS"), Land and Water Conservation Fund ("LWCF") State Assistance Program, in which DNR is the primary grantee of the grant. The LWCF Fund is administered pursuant to the Land and Water Conservation Fund Act, 54 U.S.C. § 200305, and its implementing regulations (collectively "The LWCF Act"). This Project Agreement is made pursuant to LWCF Grant #49-00403 (the "LWCF Grant"). The purpose of this Project Agreement is to establish terms and conditions under which the LWCF Grant will be administered and managed between DNR and the Local Sponsor, both during the application process, active grant period, and post-grant period, which obligates the Local Sponsor in perpetuity.

DNR is responsible for compliance with the LWCF Act and LWCF Grant requirements. DNR operates, manages, and coordinates the federal LWCF grant program through the State Liaison Officer ("SLO") or Alternative State Liaison Officer ("ALSO"), who are appointed by the Governor of the State of Utah. Pursuant to this Project Agreement, Local Sponsor is responsible for compliance with the LWCF Act, LWCF Grant Requirements, Department of Interior Standard Award Terms and Conditions Effective December 2, 2019-revised June 19, 2020 (except the provision related to the Davis-Bacon Act Section VII), and the provisions, policies, and procedures contained in Volume 71 of the Land and Water Conservation Fund State Assistance Program Federal Financial Assistance Manual, which became effective on March 11, 2021 ("The LWCF Manual"). The LWCF Manual is applicable to the Project Sponsor's implementation of, and continued maintenance of, the Project. Local Sponsor should carefully read and understand the LWCF Manual, which is hereby incorporated into this Project Agreement by reference. Local Sponsor is responsible

**for compliance with Section 70914 of the Bipartisan Infrastructure Law (Build American, Buy American), P.L. 117-58.**

## **STATEMENT OF WORK**

1. Local Sponsor agrees to the following scope of work ("the Project"):
  - a. City Park at Ridgeline Park includes the construction of four pickleball courts, concrete walkways, a canal feature, a playground, a restroom, a parking lot, a nine-square area, a bouldering area, and landscaping.
  - b. Ensure documentation - memorializing the LWCF assistance and the property's protection, in perpetuity, for public outdoor recreation - is recorded by the time of project closing; and
  - c. Ensure appropriate LWCF signage is installed to identify funding source.

## **PROJECT EXECUTION**

1. As stated in the LWCF Act, sites receiving assistance are to be opened, operated, and maintained in perpetuity for "public outdoor recreation use," or be replaced by lands of equal market value and recreation usefulness.
2. The boundary map and associated deeds are the legal description of the area that is being protected in perpetuity by the LWCF Act. Sufficient detail acceptable to DNR and NPS is required so as to legally identify the lands afforded protection under the LWCF Act, such as a metes and bounds survey description. The LWCF Act states that the property acquired, developed, or improved with LWCF assistance shall not be converted to uses other than public outdoor recreation.
3. The Local Sponsor understands and acknowledges that the boundary map must be provided to the offices of the locality where the property at issue is located as well as to the NPS and DNR. The boundary map must show the area being placed under the protection of the LWCF Act. In most instances, the boundary encompasses an entire park being acquired or developed with LWCF assistance funds. A copy of the boundary map is attached to this Project Agreement as Attachment A.
4. The Local Sponsor must record in the deed of the property (for acquisition projects) an acknowledgment that the area is encumbered by the requirements of the LWCF Act or record similar language in a restrictive covenant (for development projects). Deed and/or restrictive covenant documents and/or language will be provided to Local Sponsor by DNR.
5. The Local Sponsor must possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion pursuant to the LWCF Act will not occur without its knowledge, state review, and NPS decision. Such assurances are contained in the LWCF General Provisions included as part of the federal agreement that is attached herein.
6. The Local Sponsor must provide DNR with a description of all easements, rights-of-way, leases, subsurface rights (e.g. mineral), reversionary interests, and any other agreements that convey rights to non-public and/or non-recreation interests to access or use of the area proposed within the LWCF boundary area and, if DNR deems it necessary, a

description from Local Sponsor's counsel stating that Local Sponsor has the authority to enter into a grant contract that requires a provision of replacement land if the outstanding rights or reversionary interests are exercised in such a manner that results in a conversion under the LWCF Act.

7. When, at the time of project completion, but before NPS final approval for completion, it is known that outstanding property rights held by others are or will be exercised and that such exercise impacts only a portion of the proposed LWCF boundary area, the impacted area and access to it must be clearly excluded on the LWCF boundary map and accompanied by an explanation of why it is not intended to be subject to the provisions of the LWCF Act.
8. The LWCF Act states that no property acquired or developed with assistance under this section shall without the approval of the Secretary of the Interior be converted to other than public outdoor recreation uses. Therefore, regardless of whether a conversion of use process has been initiated by Local Sponsor, in the event the NPS determines that conversion of use has occurred on the real property that is the subject of this Project Agreement, Local Sponsor shall be liable to DNR to undertake whatever actions NPS or DNR deems necessary to fully address and remedy the conversion and to bring the project into compliance with LWCF Act and LWCF Grant requirements including, if applicable, full replacement of the project.
9. By executing this Project Agreement, the Local Sponsor, pursuant to the LWCF Grant, agrees to be bound by the provisions, policies, and procedures contained in the LWCF Manual, which pertain to the Local Sponsor's management and maintenance of the project. These include, but are not limited to, provisions, policies, and procedures pertaining to acquisition and development project eligibility; proposals, environmental review, and federal compliance; cost principals; application and evaluation procedures; project administration and financial management; and post-completion stewardship. Local Sponsor understands, acknowledges, and agrees that to the extent the LWCF Manual requires Local Sponsor to assist or cooperate with DNR to ensure DNR's compliance with the requirements of the LWCF Act or the LWCF Manual, or requires Local Sponsor to take direct action to comply with provisions of the LWCF Act or LWCF Manual, Local Sponsor will assist, cooperate, or take any direct action necessary to comply with the LWCF Act's or LWCF Manual's provisions or requirements.
10. Local Sponsor understands and acknowledges that DNR has the responsibility to administer the LWCF Grant at issue pursuant to the LWCF Act, other applicable federal laws and regulations, and the LWCF Manual. Local Sponsor also understands and acknowledges that DNR is obligated to administer the LWCF Grant at issue pursuant to its contract with NPS, a copy of which is attached hereto as Attachment B. Local Sponsor understands and acknowledges that it is the subgrantee/recipient of the federal monies that are the subject of the LWCF Grant. Local Sponsor agrees that to the extent DNR's obligations to NPS under the contract attached as Attachment B are predicated or dependent on the performance of any obligation or action by Local Sponsor as the recipient/subgrantee, Local Sponsor will take any action requested by DNR if such action is predicate or necessary to ensuring DNR's compliance with its contractual obligations to NPS under the contract attached as Attachment B.
11. Local Sponsor shall defend and indemnify DNR and the State of Utah, and their officers, agents, and employees against, and hold the same free and harmless from, any and all

claims, demands, losses, costs, attorney fees, defense costs, and/or other expenses due to, or arising out of, either in whole or in part, whether directly or indirectly, the planning, organization, development, construction, operation, or maintenance of the Project.

12. In the event of default by the Local Sponsor which default is not cured by Local Sponsor within thirty (30) days after receipt of written notice from the ASLO/SLO or DNR, DNR may, in addition to any other remedies, take possession of the Project and construct, operate or maintain the Project as DNR may deem necessary to fulfill requirements of NPS, and Local Sponsor agrees to reimburse DNR for any costs or expenses incurred by the State thereby.
13. Local Sponsor will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procedures conform to applicable Federal law and standards contained in the LWCF Manual. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
14. All solicitations for offers and bids for construction or contracts or agreements associated with the acquisition or development of the project shall:
  - a. Include an "Equal Opportunity Clause", in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations (41 CFR Part 60);
  - b. Comply with Executive Order 113858, Strengthening Buy American Preferences for Infrastructure Projects;
  - c. Include suitable provisions for termination by the Local Sponsor, including the manner by which it will be effectuated and the basis for settlement;
  - d. Include a provision that provides for termination due to default;
  - e. Include conditions under which the contract may be terminated due to circumstances beyond the control of the contractor; and
  - f. Include a provision to the effect that the sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor, which are directly pertinent to the Project, for the purpose of making audits, examination, excerpts, and transcriptions.
15. Development plans and specifications shall be furnished to the ASLO/SLO or DNR upon request.
16. The Local Sponsor shall permit periodic site visits by the SLO/ASLO or DNR to ensure work progress in accordance with the approved Project, including a final inspection upon Project completion and subsequent compliance inspections after Project completion.
17. In the event funds should not be available for future stages of the Project, the Local Sponsor shall bring the Project to a point of usefulness agreed upon by the Local Sponsor and the ASLO/SLO.



18. All significant deviations from the Project proposal shall be submitted to the ASLO/SLO for approval prior to taking any action required by the deviation(s).
19. Any new utility lines shall be placed underground as opposed to overhead on any property acquired or developed with assistance under this Project Agreement, both during and subsequent to the Project period herein disclosed.
20. The acquisition cost of real property shall be based upon the appraisal of a competent appraiser pursuant to the provisions outlined in the LWCF Manual. Reports of such appraisers shall be furnished to the ASLO/SLO for approval by the State before Federal Fund assistance is disbursed.
21. Local Sponsor shall secure completion of work in accordance with the approved construction plans and specifications, and shall comply with all applicable Federal, State, and local laws and regulations, including but not limited to:
  - a. The National Environmental Policy Act of 1969, as amended. (P.L. 90-190, 42 U.S.C. 4321 et. seq.);
  - b. Executive Order 11514, Protection and Enhancement of Environmental Quality (March 5, 1970, as amended by Executive Order 1191, May 24, 1977);
  - c. Executive Order 11288, concerning prevention, control, and abatement of water pollution;
  - d. The Flood Disaster Protection Act of 1973 (12 U.S.C. Sec. 24. 1701-1 Supp., 42 U.S.C. Sec. 4001 et. seq.);
  - e. Executive Order 11988 Floodplain Management;
  - f. Executive Order 11296, Evaluation of Flood Hazard in Locating Federally owned or Financed Buildings, Roads, and other Facilities and in Disposing of Federal Lands and Properties;
  - g. Federal Act for Protection and Restoration of Estuarine Areas (P.L. 90-454);
  - h. Wild and Scenic Rivers Act of 1968 (P.L. 90-542) (16 U.S.C. 1274 et. sq.);
  - i. The Rivers and Harbor Act of 1899 (33 U.S.C. Sec. 401 et. seq.);
  - j. Executive Order 11990, Protection of Wetlands;
  - k. Executive Order 12898, Environmental Justice in Minority and Low-Income Populations;
  - l. Secretary's Order 3175 and ECM 95-2, which address the environmental impacts of proposed actions on Indian Trust Resources in any environmental document;
  - m. Executive Order 12372, Intergovernmental Review of Federal Programs;

- n. The Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970;
  - o. Executive Orders 11625, 12138, and 12432, pertaining to awards of contracts to small and minority business and women's business enterprises, and labor surplus area firms;
  - p. The Fish and Wildlife Coordination Act (16 U.S.C. Sec 661, 662);
  - q. The Endangered Species Act of 1973 (16 U.S.C. Sec 1531 et. seq.);
  - r. The Antiquities Act of 1906 (16 U.S.C. Sec 431);
  - s. Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17);
  - t. The Americans with Disabilities Act, of 1990, as amended, (Public Law 100-336);
  - u. The Archeological and Historic Preservation Act of 1966, as amended (P.L. 88-655, 16 U.S.C. Sec. 470 et. seq.);
  - v. The National Historic Preservation Act of 1966, as amended (P.L. 88-665, 16 U.S.C. Sec 470 et. seq.);
  - w. Executive Order 11593, Protection and Enhancement of the Cultural Environment;
  - x. Emergency Wetlands Resources Act of 1986 (P.L. 99-645);
  - y. Land and Water Conservation Fund Program of Assistance to States, Post Completion Compliance Responsibilities. (36 CFR Part 59); and
  - z. All other executive orders, Federal or State laws, guidelines, or requirements with which the State of Utah or Local Sponsor, as recipient/subgrantee, are required to comply pursuant to the provisions of the LWCF Act or LWCF Manual.
22. By signing this agreement, the Local Sponsor certifies that it will comply with all Federal and State laws relating to nondiscrimination as outlined in Section V of the Department of Interior Standard Award Terms and Conditions.
23. Local Sponsor shall do the following to facilitate DNR assistance of the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended: (a) consult with the State Historic Preservation Office and/or the Tribal Historic Preservation Office on the conduct of any necessary investigations to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are within the proposed area of potential effect of the proposed action (see 36 C.F.R. Part 800), conduct such investigations and to notify the Federal grantor agency of the

existence of any such properties, and (b) comply with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

24. Local Sponsor shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 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 this Project Agreement.

## **PROJECT COSTS**

1. Local Sponsor hereby represents to and assures DNR and ASLO/SLO that it has available sufficient funds to meet its share of the cost of the Project and has the good faith intention of using such funds for completing the Project and that no financial assistance has been received, promised, or committed under any other Federal program with regard to the specific proposals covered by this Project Agreement.
2. The Local Sponsor will prepare and submit billing statements of eligible Project expenditures to the ASLO/SLO. An amount up to 10% of federal funding/participation will be assessed to each billing for State Administrative Costs. Local Sponsor is required to match the administrative cost assessment identified on page one (1) of this Project Agreement with eligible project expenditures. The entire amount assessed will be withheld from Federal Funds received from NPS in response to the billing, thus precluding the need for the Local Sponsor to advance its share of such administrative costs. Funds so received will be used to defray the costs of program administration.
3. The ASLO/SLO will release to the Local Sponsor all Federal Funds received for this Project except for State Administrative Costs. Final billings cannot be remitted until the Project is 100 percent complete and the NPS has approved the release of the funds.
4. The Local Sponsor agrees to make immediate monetary restitution for any disallowances of costs or expenditures on unauthorized activities that are disclosed through audit or inspection by the ASLO/SLO, DNR, or NPS.
5. The Local Sponsor must submit eligible costs and expenditures equaling or exceeding the Local Sponsor's Total Direct Project Cost, as detailed on page one (1) of this contract, before the project can be closed out by the ASLO/SLO.
6. Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the LWCF Manual, the LWCF Act, or in written regulations which may be provided by the ASLO/SLO.

## **PROJECT ADMINISTRATION**

1. Local Sponsor shall promptly submit such reports and in such form as the ASLO/SLO may request.

Performance Progress Reports Submission Schedule:

<b>Reporting Period</b>	<b>Type</b>	<b>Due Date</b>
10/1/2023 to 9/30/2024	Annual	11/29/2024
10/1/2024 to 09/30/2025	Annual	11/29/2025
10/01/2025 to 09/30/2026	Final	12/30/2026

2. Interest earned on funds granted pursuant to this Project Agreement shall not be available for expenditure by the Local Sponsor but shall be disposed of according to instructions issued by the ASLO/SLO.
3. The Local Sponsor may ordinarily dispose of Project income, which is derived from recreation sources such as admission and entrance fees, user charges, and proceeds for concession operations. However, if the Project involves the acquisition of assets (e.g., buildings, timber, a growing grain crop, etc.), which are not essential to the development of recreational uses within the Project area and disposal of such capital assets will result in financial return to the Local Sponsor, such disposals must be completed prior to the submission of the final billing to the NPS and proceeds from the disposition credited to the Project cost at the time of this final settlement.

## **PROJECT TERMINATION**

1. The Local Sponsor may, upon written notice to the ASLO/SLO, unilaterally rescind this Project Agreement at any time prior to the commencement of the Project. After Project commencement, this Project Agreement may be rescinded, modified, or amended only by mutual agreement. The Project shall be deemed commenced when the Local Sponsor makes any expenditure or incurs any obligation with respect to the Project.
2. Failure by the Local Sponsor to comply with the terms of this Project Agreement may be cause for the suspension of all obligations of the United States or DNR and may result in a declaration by the ASLO/SLO that the Local Sponsor is ineligible to receive Federal Funds for future projects.
3. Failure by the Local Sponsor to comply with the terms of this Project Agreement shall not be cause for the suspension of all obligations of the United States or DNR hereunder if, in the judgment of the SLO, such failure was due to no fault of Local Sponsor.

## **CONFLICT OF INTEREST**

1. No official or employee of the State or the Local Sponsor who is authorized in their official capacity to negotiate, make, accept, approve, or take part in such decisions regarding a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the Local Sponsor, in connection with this Project shall have a financial or other interest other than their employment or retention by the Local Sponsor, in any contract or subcontract in connection with this Project.
3. No officer or employee of such person retained by the Local Sponsor shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed upon the public records of the Local Sponsor, and such officer, employee or person has not participated in the acquisition for or on behalf of the Local Sponsor shall be responsible for enforcing the above conflict of interest provisions.

## FINANCIAL RECORDS

1. The Local Sponsor shall maintain a separate Project ledger of expenditures with supporting documents and records clearly referenced. Copies of such ledgers, documents, and records shall be provided with each billing to the ASLO/SLO which will support expenditures claimed. Original ledgers of expenditures, supporting documents, and all Project records shall be made available to the ASLO, SLO, NPS, or their representatives for auditing or examination at reasonable times, and shall be retained by the Local Sponsor for three years following Project termination and performance of a final audit by NPS.
2. The Local Sponsor may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the LWCF Manual and written regulations of the State which may be provided by the ASLO/SLO.
3. Interim billings may be submitted to the ASLO/SLO after completion of each element of work, payment on a contract, or payment for each parcel of land. Final billing must be submitted within 60 days after the Project period expires or all work covered by the Project has been completed, whichever shall occur first. Billings must be prepared and submitted by the department responsible for maintaining the Local Sponsor's overall financial records and certified by the signature of the officer responsible for such records.
4. Financial Report Cycle – Financial reporting on the project are due:

Reporting Period	Type	Due Date
10/1/2023 to 9/30/2024	Annual	11/29/2024
10/1/2024 to 09/30/2025	Annual	11/29/2025
10/01/2025 to 09/30/2026	Final	12/30/2026

## USE OF FACILITIES

1. The Local Sponsor agrees that the Project described in the dated project boundary map (Attachment A) is being acquired or developed with Land and Water Conservation Fund assistance and shall not be converted to other than public outdoor recreation use but shall be maintained for public outdoor recreation in perpetuity. If the Local Sponsor removes the Project from outdoor public recreation either through the sale of the project area or conversion to non-outdoor public recreation, the Local Sponsor acknowledges they are responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility.
2. Any replacement of the Project, in whole or in part, must be completed in compliance with the LWCF Manual and the LWCF Act. All conversion/replacement processes must be coordinated through the ASLO/SLO and with the approval of the SLO.
3. The Local Sponsor acknowledges that this Land and Water Conservation Fund Project encumbers the property described in the Project Agreement and requires the project sponsor to maintain the property consistent with the LWCF Act. The property shall be operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local

public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained at levels reasonable to prevent injury or death to users. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated useful life so as to prevent undue deterioration.

4. The Local Sponsor will comply with all Federal and State laws relating to nondiscrimination. These laws include but are not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, sex, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability; 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, sex, national origin, disability, 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 Local Sponsor.

#### **CONTACT INFORMATION**

1. Questions or correspondence with this contract or the LWCF project/program can be made to the following:

Address: Utah Division of Outdoor Recreation  
LWCF Grant Coordinator (ASLO) – Evan Beitsch  
1594 W. North Temple, Suite 110  
Salt Lake City, UT 84114  
Phone: 385-835-0778  
E-Mail: ebeitsch@utah.gov

2. Local Sponsor Contact Information:

Address: Nibley City  
c/o Justin Maughan  
455 West 2000 South  
Nibley, UT 84321  
Phone: 435-752-0431  
E-Mail: jm@nibleycity.com

#### **PROJECT BILLING AND REIMBURSEMENTS – GENERAL REQUIREMENTS**

1. Specific instructions for billing and reimbursement forms/procedures can be obtained from the LWCF Grant Coordinator (see above).
2. Progress billings are to be submitted to the Utah Division of Outdoor Recreation for reimbursement after expenditures have been made. Reimbursement will be made for 50% of eligible costs billed, less state administrative costs.
3. Final billing must be submitted within 60 days after the project period expires, or all work has been completed, whichever occurs first.

4. A separate accounting is to be made for all project costs. This means that separate invoices and checks should be provided for project costs.

#### **ACKNOWLEDGEMENT OF LAND AND WATER CONSERVATION FUND**

1. Local Sponsor shall provide suitable permanent acknowledgment of Land and Water Conservation Fund assistance at the project site. Signs at entrances to Land and Water Conservation Fund-assisted sites shall have the words "Land and Water Conservation Fund Project" and the LWCF symbol prominently displayed. Such signs or plaques are eligible project costs.
2. It is the acknowledged intent of the parties hereto that assistance granted from Federal funds shall result in a net increase, commensurate at least with the Federal cost-share, in the Local Sponsor's outdoor recreation. It is intended by both parties hereto that assistance from Federal funds will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.
3. Local Sponsor agrees that a notice of the LWCF Grant shall be recorded in the public records (e.g. registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property depicted in Attachment A.
4. The Local Sponsor shall diligently prosecute all phases and aspects of the subject Project in a timely and businesslike manner and shall in all respects comply with the terms, conditions, covenants, and other obligations of this Project Agreement. It is understood and agreed that the Local Sponsor shall have the basic responsibility for all phases and aspects of the Project and that all phases of the Project are subject to review and acceptance by the State and NPS as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Project Agreement the year and day first above written.

NIBLEY CITY

Name of Local Sponsor

STATE OF UTAH

By and through the Department of  
Natural Resources, Division of Outdoor  
Recreation



\_\_\_\_\_  
Signature of Authorized Official



Jason Curry (Oct 12, 2009 15:36 MDT)

\_\_\_\_\_  
Jason Curry, Director (SLO)

Tom Dickinson

\_\_\_\_\_  
Name of Authorized Official

City Engineer

\_\_\_\_\_  
Title of Signing Official



ATTACHMENT A – Project Boundary Map  
(As Attached)

[illegible]

Beginning at a point on the easterly line of ELKHORN ESTATES Subdivision, Phase 6, according to the Official Plat thereof on file in the Office of the Cache County Recorder, and as currently monumented and constructed, located N02°22'44"W along the Section line 679.06 feet and East 2,656.06 feet from the West 1/4 Corner of Section 21, T11N, R1E, S.L.B. & M.; thence N89°42'00"E 654.02 feet; thence S0°11'30"W 453.59 feet; thence along the arc of a 230.00 foot radius curve to the left 361.28 feet through a central angle of 90°00'00" (chord: S44°48'30"E 325.27 feet); thence S89°48'30"E 266.89 feet; thence along the arc of a 970.00 foot radius curve to the right 17.17 feet through a central angle of 1°00'52" (chord: S89°18'04"E 17.17 feet); thence Southwesterly along the arc of a 284.50 foot radius non-tangent curve (radius bears: N83°10'39"W) to the right 152.45 feet through a central angle of 30°42'07" (chord: S22°10'24"W 150.63 feet); thence along the arc of an 80.00 foot radius curve to the right 45.86 feet through a central angle of 32°50'49" (chord: S53°56'53"W 45.24 feet) to a point of reverse curvature; thence along the arc of a 100.00 foot radius curve to the left 90.38 feet through a central angle of 51°47'09" (chord: S44°28'43"W 87.34 feet) to a point of compound curvature; thence along the arc of a 400.00 foot radius curve to the left 171.92 feet through a central angle of 24°37'33" (chord: S6°16'22"W 170.60 feet); thence S6°02'25"E 146.26 feet; thence along the arc of a 120.00 foot radius curve to the right 78.11 feet through a central angle of 37°17'48" (chord: S12°36'29"W 76.74 feet); thence S31°15'23"W 1.97 feet; thence Northwesterly along the arc of a 170.00 foot radius non-tangent curve (radius bears: N31°15'16"E) to the right 16.17 feet through a central angle of 5°27'03" (chord: N56°01'12"W 16.17 feet); thence N53°17'41"W 376.62 feet; thence along the arc of a 3,050.00 foot radius curve to the left 138.10 feet through a central angle of 2°35'39" (chord: N54°35'30"W 138.09 feet); thence N55°53'20"W 487.18 feet; thence along the arc of a 170.00 foot radius curve to the right 164.57 feet through a central angle of 55°28'03" (chord: N28°09'19"W 158.22 feet); thence N05°25'17"W 52.75 feet; thence along the arc of a 130.00 foot radius curve to the left 152.88 feet through a central angle of 67°22'47" (chord: N34°06'43"W 144.22 feet) to the easterly line of ELKHORN Subdivision, Phase 7 according to the Official Plat thereof on file in the Office of the Cache County Recorder, and as currently monumented and constructed; thence N0°25'17"W 403.07 feet along said Plat and said Phase 6 to the point of beginning.

Contains: 16.82+/- acres

ATTACHMENT B – Federal Contract, LWCF General Provisions, and Department of  
the Interior Standard Award Terms and Conditions Effective December 2, 2019-  
revised June 1, 2023  
(As Attached)

**Grant Agreement**  
**Between**  
**THE UNITED STATES DEPARTMENT OF THE INTERIOR**  
**NATIONAL PARK SERVICE**  
**AND**  
**UTAH DIVISION OF OUTDOOR RECREATION**

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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 opportunity for city residents by developing City Park at Ridgeline Park in Nibley, Utah. This development will provide close-to-home free recreation for Nibley residents.
- B. Project Objectives – Once complete, City Park at Ridgeline Park will offer visitors upgraded and accessible seating, trails, and restroom facilities.

## **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 city of Nibley will construct City Park at Ridgeline Park. Construction at the new park will include four pickleball courts, concrete walkways, landscaping: trees, sod, irrigation, landscape boulders, meadow grass, and shrubs, a canal feature, a playground, a parking lot, a pavilion, a bouldering area, and an accessibility compliant restroom with 2 stalls.

The Recipient and Subrecipient 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. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and

Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Develop City Park at Ridgeline 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. Ensure the Subrecipient 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 the City of Nibley's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
  7. Collect and 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 \$1,109,136.00 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**

This grant has three terms and conditions:

A requirement that the project sponsor to comply with the Migratory Bird Treaty Act recommendations as identified in the BIO-West report included in the grant attachments.

A requirement that the project sponsor comply with all terms and conditions listed in the USACE Nationwide Permit. An environmental review was completed by the USACE as part of their nationwide permitting process. This permit is needed for wetland impacts for the larger housing development project and it isn't clear if this project will directly impact any wetlands. We should assume there will be impacts and is part of the mitigation plan.

Contingency costs must be justified and the justification accepted by the National Park Service, as required by 2 CFR 200, within the first reporting period.

**\* 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 followings 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](http://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/](http://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/](http://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](http://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](http://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

## **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 physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being 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 ensure that the completed work conforms with the approved plans and specifications; and 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 of 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 the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the 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.



49-00403 – City Park at Ridgeline

Nibley, Cache County,  
Utah

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Proposed Federal Action:

Approval of a Land and Water Conservation Fund grant to construct new outdoor recreation development in a previously disturbed or developed area.

**Categorical Exclusion**

On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Proposal Description and Environmental Screening Form, I am categorically excluding the described project from further NEPA analysis. The action is fully described in NPS DO-12, Section 3.3 C(18) which states, “Construction of minor structures, including small improved parking lots, in previously disturbed or developed areas.”

None of the exceptional circumstances described in NPS DO-12, Section 3.5 apply to this project.

Neal J. Bedlan  
MIDWEST REGION

8/30/2023

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Date

## PROJECT BUDGET

Department of the Interior  
Financial Assistance Award General Terms and Conditions  
Effective June 1, 2023

I. ADMINISTRATIVE REQUIREMENTS

A. Acceptance of Terms and Conditions of Award

1. Recipients and subrecipients of the Department of the Interior (DOI) financial assistance (i.e., grant and cooperative agreement) awards (awards) must comply with the applicable terms and conditions incorporated into their Notice of Funding Opportunity or Notice of Award. These terms and conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs and SF-424D Assurances for Construction Programs (see <https://www.grants.gov/forms/sf-424-family.html>), or through acceptance of certifications and representations in the System for Award Management (SAM.gov).
2. Acceptance of a financial assistance award from the DOI carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Acceptance of a Federal financial assistance award from the DOI means starting work, drawing down or requesting funds, or accepting the award via electronic means. Upon accepting the award, the recipient must comply with all terms and conditions imposed upon the award by the DOI and the recipient understands that acceptance of funds from the DOI constitutes a consent to fulfill and comply with all terms and conditions.

B. Recipient Responsibilities Regarding Subrecipients and Subcontractors

Recipients passing Federal funds through to subrecipients and contractors are responsible for ensuring their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and agency requirements. Recipients must review their official award document for additional administrative and programmatic requirements. Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected on the official financial assistance award document can result in the DOI taking one or more of “Remedies for Noncompliance” described in [Title 2 Code of Federal Regulations \(CFR\) Section 200.339 through Section 200.343](#).

C. No-Cost Extension Requests

A no-cost extension request, if granted, allows a recipient additional time to complete the overall goals and performance objectives of the award.

If the recipient determines additional time is required to complete the project's original scope with the funds already made available, an authorized official of the recipient entity may submit a request in writing to the awarding officer to extend the award if the awarding agency has not waived the prior approval provision set forth in [§200.308 Revision of Budget and Program Plans. \(e\)\(2\)](#). Extension requests must be made at least ten (10) calendar days before the

original period of the performance end date explaining the reason for the request. Extensions are not automatic and must not be requested merely to use unobligated balances. The awarding official will inform the recipient in writing whether an extension request has been granted.

D. Payments

1. For domestic financial assistance awards. Payment will be made by electronic drawdown reimbursement through the [Department of the Treasury, Automated Standard Application for Payment \(ASAP\) System](#), unless there is an approved waiver in place. Drawdowns to a recipient must be limited to the minimum amounts needed and will be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as is administratively feasible to the actual disbursements by the recipient for direct program or project costs and the proportionate share of any allowable indirect costs.
2. For foreign financial assistance awards. The preferred method of payment is with a United States based (US-based) financial institution. For foreign assistance awards where no such US-based banking relationship exists, payments may be made using the standard method established by the Department of the Treasury for International Treasury Services (ITS).

E. Department of the Interior Agency Regulations for Grants and Cooperative Agreements

Recipients are required to follow the applicable provisions of [Title 2 CFR, Subtitle B, Chapter XIV, Parts 1400-1499](#), the “Financial Assistance Interior Regulations.”

F. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Recipients are required to follow the applicable provisions of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (‘Uniform Guidance’) located at [Title 2 CFR Part 200](#).

G. Institutions of Higher Education (IHE), State and Local Governments, Tribal Governments, and Non-Profit Organizations

In addition to Subparts A-F of the Uniform Guidance, IHEs, State and local government, tribal, and non-profit recipients are required to follow applicable Uniform Guidance (2 CFR Part 200) provisions, including:

[Special Consideration for States, Local Governments, and Indian Tribes](#)

§200.416, Cost allocation plans and indirect cost proposals

§200.417, Interagency service



[Special Consideration for Institutions of Higher Education](#)

§200.418, Costs incurred by states and local governments

§200.419, Cost accounting standards and disclosure statement

[2 CFR Subpart F, Audit Requirements](#)

[Appendix III](#) - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHE)

[Appendix IV](#) - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

[Appendix V](#) - State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans

[Appendix VI](#) - Public Assistance Cost Allocation Plans

[Appendix VII](#) - States and Local Government and Indian Tribe Indirect Cost Proposals

[Appendix VIII](#) - Nonprofit Organizations Exempted from Subpart E of Part 200

H. [Foreign Entities](#)

1. [Foreign public entities](#) are also subject to the requirements specific to States, with the following exceptions in the Uniform Guidance:
  - a. The State payment procedures in Section 200.305(a) do not apply. Foreign public entities must follow the payment procedures in Section 200.305(b).
  - b. The requirements in Section 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, do not apply.
  - c. The requirements in Section 200.322, Procurement of recovered materials, do not apply.
2. [Foreign non-profit organizations](#) are subject to the requirements specific to non-profit organizations.
3. [Foreign Institutions of Higher Education \(IHE\)](#). Institutions located outside the United States that meet the definition in [20 United States Code \(U.S.C.\) Part 1001](#) are also subject to the requirements specific to IHEs.
4. [Foreign for-profit entities](#) are subject to the cost principles in [48 CFR 1, Subpart 31.2](#).



5. All other foreign entities are subject to the requirements applicable to non-Federal entities in [2 CFR Part 200, Subpart E](#).
6. For-Profit Entities, Individuals, and Others. For-profit entities, individual and other not covered by provisions set forth in previous sections must follow applicability standards set forth in Section [2 CFR 200.101\(b\) \(2\), Table 1](#).

I. Remedies for Non-Compliance

A recipient or subrecipient's failure to comply with the terms and conditions outlined herein and those reflected on the official financial assistance award document can result in the DOI taking one or more of the "Remedies for Noncompliance" described in the Uniform Guidance at [Sections 200.339 through 200.343](#).

II. NATIONAL POLICY REQUIREMENTS

The following statutory, regulatory, and national policy requirements apply to individuals and non-Federal entities, including foreign public entities and foreign organizations, receiving, or performing under Federal awards, unless otherwise described in this section.

A. [2 CFR Part 200, §200.112, Conflict of Interest](#)

The recipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with 2 CFR Part 1402, Financial Assistance Interior Regulation, [Section 1402.112 What are the conflict of interest policies?](#)

B. [43 U.S.C. Chapter 46, Geospatial Data, §2801–2811](#)

Recipient collection of geospatial data under a DOI-funded award 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](http://www.fgdc.gov). Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the DOI 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.

C. [2 CFR Section 1402.315, What are the requirements for availability of data?](#)

1. All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the

Interior, including being available in a manner that is sufficient for independent verification.

2. The Federal Government has the right to:
  - a. Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
  - b. Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

D. 2 CFR Part 170, Reporting Subawards and Executive Compensation.

1. Reporting of First Tier Subawards.
  - a. Applicability. Unless the recipient is exempt of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
  - b. Where and when to report.
    - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
    - ii. For subaward information, reports should be submitted no later than the end of the second month after the initial award date.
  - c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.
2. Reporting total compensation of recipient executives for non-Federal entities.
  - a. Applicability and what to report. The recipient must report total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:
    - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in [2 CFR 170.320](#);

- ii. In the preceding fiscal year, the recipient received:
  - (a) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards);
  - (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
  - (c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [Section 6104 of the Internal Revenue Code of 1986](#). (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. The recipient must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of the recipient's registration profile at [SAM.gov](#).
  - ii. No later than the end of the second month after the initial award data, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
  - a. Applicability and what to report. Unless the recipient is exempt as provided in paragraph 4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards);
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [Section 6104 of the Internal Revenue Code of 1986](#). (To determine if the public has access to the



compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

- b. Where and when to report. The recipient must report subrecipient executive total compensation:
  - i. To the recipient.
  - ii. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions. For the purposes of this award term:
  - a. “Federal Agency” means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  - b. “Non-Federal entity” means all the following, as defined in 2 C.F.R. Part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and
    - iv. A domestic or foreign for-profit organization
  - c. “Executive” means officers, managing partners, or any other employees in management positions.
  - d. “Subaward” means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

- i. The term does not include the recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.331).
    - ii. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
  - e. "Subrecipient" means a non-Federal entity or Federal agency that:
    - i. Receives a subaward from the recipient under this award; and
    - ii. Is accountable to the recipient for the use of the Federal funds provided by the subaward.
  - f. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)).
- E. [43 CFR Part 18, New Restrictions on Lobbying](#). The Authorized Representative's signature on the application submitted to a DOI Bureau or Office certifies to the statements in [43 CFR Part 18, Appendix A-Certification Regarding Lobbying](#). These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award and require disclosure of the use of non-Federal funds for lobbying. Any recipient that requests or receives more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. Visit [43 CFR Part 18.110, Certification and Disclosure](#) requirements for more information. This provision does not apply to Tribes, tribal organizations, or Indian organization expenditures specifically permitted under other Federal laws.
- F. [5 U.S.C. Parts 1501-1508 and 7324-7328 \(i.e., Hatch Act\)](#). Recipient agrees to comply, as applicable, with requirements of the Hatch Act, which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- G. [41 U.S.C. Part 6306, Prohibition on Members of Congress Making Contracts with Federal Government](#). No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- H. [43 CFR Part 17 – Nondiscrimination in Federally Assisted Programs of the Department of the Interior](#) prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance.



- I. [42 U.S.C. Chapter 126 of The Americans with Disabilities Act of 1990, entitled “Equal Opportunity for Individuals with Disabilities”](#) prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Further, [42 U.S.C. Chapter 60, Subtitle C Part 60-1.4\(b\)](#) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.
- J. [28 CFR Section 35, Non-discrimination on the Basis of Disability in State and Local Government Services](#) implements Subtitle A of Title II of the Americans with Disabilities Act of 1990 ([42 U.S.C. 12131-12134](#)), as amended by the ADA Amendments Act of 2008 ([Pub. L. 110-325](#), 122 Stat. 3553), which prohibits discrimination on the basis of disability by public entities.
- K. [Homeland Security Presidential Directive \(HSPD\) 12](#). The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.
- L. [Executive Order No. 13043, Section 1\(c\) and \(d\) \(1997\), Increasing Seat Belt Use in the United States](#) encourages recipients including tribal governments to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- M. [Executive Order No. 13513, Section 4 \(2009\), Federal Leadership on Reducing Text Messaging While Driving](#). DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a Personal Owned Vehicle when on official Government business or when performing any work for or on behalf of the Government.
- N. [Executive Order No. 14026 \(2021\), Increasing the Minimum Wage for Federal Contractors](#) Establishes a minimum hourly wage paid by parties that contract with the Federal government of \$15.00. The Order applies to any contract or contract-like instrument, Contract-like instruments are defined in [29 CFR §23.20, Definitions](#).
- O. [35 U.S.C., Title 35, Part II, Chapter 18, Patent Rights in Inventions Made with Federal Assistance](#)). Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions and small businesses to own, patent and commercialize inventions developed under federally funded research programs within their organizations. The law creates a uniform patent policy among the federal agencies that fund research. The standard patent rights clause is set forth at [37 C.F.R., Chapter IV, Part 401](#) and included as needed at the program and award level.

### III. RECIPIENT INTEGRITY AND PERFORMANCE

#### A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement. If the total value of the recipient's 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 the recipient during that period of time must maintain the currency of information reported to SAM.gov, the designated integrity and performance system) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.<sup>1</sup> This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by [Section 3010 of Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings About Which the Recipient Must Report. Submit the required information for each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent five-year period; and
  - c. Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
    - ii. 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;
    - iii. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      - (a) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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<sup>1</sup> Please note that in FY 2023 the former Federal Awardee Performance and Integrity Information System (FAPIS) is now integrated into the SAM.gov system.



- (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
  - (c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
- 4. Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the recipient has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- 5. Definitions. For purposes of this award term and condition:
  - a. "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. "Conviction" for purposes of this award term and condition, 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:
    - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### IV. FUTURE BUDGET PERIODS

If it is anticipated that the period of performance will include multiple budget periods, funding for the subsequent budget periods that are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the initial Federal award.

#### V. TERMINATION PROVISIONS

A. Per [§200.340 Termination](#), the Federal award may be terminated in whole or in part as follows:

1. By the Federal awarding agency or pass-through entity, if the recipient entity fails to comply with the terms and conditions of the award;
2. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
3. By the Federal awarding agency or pass-through entity with the consent of the recipient entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
4. By the recipient entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or passthrough entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
5. By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

#### VI. FEDERAL AWARDING AGENCY, PROGRAM SPECIFIC TERMS AND CONDITIONS

- A. The Federal awarding agency must include with each Federal award any terms and conditions necessary to communicate requirements that are in addition to the requirements outlined in these general terms and conditions.
- B. Refer to the terms and conditions of the award issued by the DOI sub-agency providing direct funding for the project for performance goals, indicators, targets, and baseline data. The DOI sub-agency awarding project specific funding will specify in terms and conditions additional to those set forth in this document on how performance will be assessed, including the timing and scope of expected performance ([2 C.F.R §200.202](#) and [§200.301](#)).