



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: October 19, 2017

Staff Contact: Jennifer Budge, Parks and Recreation Director (jbudge@carson.org)

Agenda Title: For Possible Action: To accept a \$118,285 (\$118,285 city required match) Land & Water Conservation Fund grant (Project Number P17AP00160/32-00354) for the design and construction of Phase I of a disc golf course (Phase 1) and site improvements on a portion of APN 010-691-04, located west of Flint Drive and Rifle Range Road.

Staff Summary: If approved, this grant will authorize the design and construction of the first phase of a disc golf course complex (18-hole tournament course and a 9-hole short course) and site improvements (parking lot, fencing, accessible parking stalls, a portable restroom enclosure, and facility signage) located west of Flint Drive and Rifle Range Road. This project will provide a new outdoor recreation opportunity for local families and become a tourist destination for visitors coming to Carson City. This federal grant program is administered by the National Park Service; but locally managed through Nevada State Parks (NSP).

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

"I move to accept a \$118,285 (\$118,285 city required match) Land & Water Conservation Fund grant (Project Number P17AP00160/32-00354) for the design and construction of a disc golf course complex (Phase 1) and site improvements on a portion of APN 010-691-04, located west of Flint Drive and Rifle Range Road; and authorize the Mayor to sign the Project Agreement on behalf of Carson City."

Board's Strategic Goal

Quality of Life

Previous Action

January 5, 2015 - The Board of Supervisors accepted the Parks and Recreation Commission's recommendation to set aside approximately 100 acres, west of Flint Drive and Rifle Range Road, as the location for a disk golf course complex.

September 28, 2016 - The Carson City Planning Commission approved SUP-16-088 for the Carson City Disc Golf Course with conditions.

January 19, 2017 - The Board of Supervisors authorized the Parks, Recreation, and Open Space Department to submit a Land and Water Conservation Fund grant application for the Disc Golf Course Complex site improvements (Portion of APN 010-691-04).

Background/Issues & Analysis

The National Park Service (NPS) oversees the federal Land & Water Conservation Fund grant program and it is administered locally through Nevada State Parks. The total project cost is \$237,570 and the grant will provide the city \$118,285. The grant requires a 1:1 match, but cannot exceed reimbursement of more than 50% of the

total project cost. The match portion provided by the City, will be through a combination of Quality of Life Initiative (Question 18) Parks Capital Funds, private donations, City staff and Eagle Valley Disc Golf Association in-kind labor matches.

The proposed project includes the design and construction of the first phase of a disc golf course complex (18-hole tournament course and a 9-hole short course) and site improvements (parking lot, fencing, accessible parking stalls, a portable restroom enclosure, and facility signage). The project is anticipated to be complete by late spring of 2018.

Attachments:

Exhibit A: Funding summary (2 pages)
Exhibit B: Project vicinity map (1 page)
Exhibit C: Conceptual disc golf course complex layout (1 page)
Exhibit D: Parking lot design (1 page)
Exhibit E: LWCF Project Agreement (10 pages)

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: City Funds: Disc Golf Course 254-5046-452-7168 - \$7,500, 101-5017-452-0668 - \$1,000.00.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The LWCF grant requires the City to provide a 1:1 match (\$118,285). The match will be provided through a combination of two funding sources, City and Eagle Valley Disc Golf Association's expenses and in-kind labor match: Pre-Planning Labor and Expenses (\$47,841.96); Construction Labor - Estimated (\$45,685.90); Construction Materials - Estimated (\$9,757.50); Contractor Discounts (\$1,699.64); Quality of Life Initiative (Question 18) Parks Capital (\$7,500); and Private Donations (\$1,000, + \$4,800 to be received upon grant approval). (See Exhibit A for a 2 page detailed funding summary). The federal grant amount will be added to the budget during the January 2018 budget augmentation process.

Alternatives

1) Do not accept the Land and Water Conservation Fund grant.

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

DISC GOLF COURSE COMPLEX PROJECT - PHASE 1

FUNDING SUMMARY

Disc Golf Course Complex Project Costs

Description	Quantity	Unit	Unit Cost	Total
Mob/Demob	1	LS	\$5,000.00	\$5,000.00
Clear/Grub	0.5	AC	\$10,000.00	\$5,000.00
Site Grading & Earthwork	1	LS	\$7,000.00	\$7,000.00
Type II Base	325	CY	\$45.00	\$14,625.00
ADA Parking and Portable Restroom Pad	1	LS	\$12,019.39	\$12,019.39
Split Rail Fence	1100	LF	\$15.00	\$16,500.00
Wheel Stops	50	EA	\$97.00	\$4,850.00
Culvert w/ FES	40	LF	\$70.00	\$2,800.00
AC Driveway Apron	1	LS	\$2,500.00	\$2,500.00
Baskets (material only) - Refer to Company's discount below.	27	EA	\$350.00	\$9,450.00
Tee Boxes & Mats (material only)	27	EA	\$100.00	\$2,700.00
Framing Timbers (material only)	27	EA	\$80.00	\$2,160.00
Signs (material only) - Refer to Company's discount below.	27	EA	\$200.00	\$5,400.00
Parking Lot Design	1	LS	\$5,000.00	\$5,000.00
Weed Abatement	1	LS	\$750.00	\$750.00
Concrete Monument Sign	1	LS	\$4,500.00	\$4,500.00
Environmental Consultant	1	LS	\$2,500.00	\$2,500.00
Contingency ($\pm 13\%$)				\$15,530.61
			Sub Total	\$118,285.00

Available Funds / In Kind Match

Description	Quantity	Unit	Hourly Rate W/Benefits	Total
Pre-Planning Labor and Expenses				
*Eagle Valley Disc Golf Association Volunteer In-Kind Match	850	Per Hr	\$ 23.56	\$ 20,026.00
**City Staff Time (Senior Park Planner)	307	Per Hr	\$ 61.71	\$ 18,944.97
**City Staff Time (Open Space Administor)	12.75	Per Hr	\$ 56.82	\$ 724.46
**City Staff Time (Deputy Director)	8.25	Per Hr	\$ 68.08	\$ 561.66
**City Staff Time (Parks and Recreation Director)	9	Per Hr	\$ 98.15	\$ 883.35
**City Staff Time (Natural Resource Specialist)	25.75	Per Hr	\$ 42.50	\$ 1,094.38
Public Works - L&WCF Grant Application Maps	18	Per Hr	\$ 77.07	\$ 1,387.26
Kelli DuFresne	73	Per Hr	\$ 23.56	\$ 1,719.88
Great Basin Consulting (Cultural Clearances)	1	LS	\$ 2,500.00	\$ 2,500.00
			Total	\$ 47,841.96
*2015 - 2016, **9/2014 - 3/2017				

Construction Labor (Estimate)	Quantity	Unit	Hourly Rate W/Benefits	Total
Eagle Valley Disc Golf Association Volunteer In-Kind Match	1100	Per Hr	\$ 23.56	\$ 25,916.00
City Staff Time (Sr. Park Planner)				
Grant Administration & Project Management	250	Per Hr	\$ 61.71	\$ 15,427.50
City Staff Time (Natural Resource Specialist)	80	Per Hr	\$ 42.50	\$ 3,400.00
Kelli DuFresne	40	Per Hr	\$ 23.56	\$ 942.40
			Total	\$ 45,685.90

8. Project Budget

Construction Materials (Estimate)	Quantity	Unit	Unit Cost	Total
Soil Fill (Equivalent to Decomposed Granite)	214	CY	\$ 17.50	\$ 3,745.00
Asphalt Grindings (Equivalent to Recycle Base)	325	CY	\$ 18.50	\$ 6,012.50
			Total	\$ 9,757.50

Contractor Discounts (In Kind Match Donations)

Description	Total
Baskets - Donation of two (2)	\$ 699.64
Signs	\$ 1,000.00
Total	\$ 1,699.64

Available Funds / Cash on Hand

Description	Quantity	Unit	Unit Cost	Total
City Funds				\$ 7,500.00
Private Donations:				
Mr. Bob Fredlund				\$ 1,000.00
Carson City Foundation for Parks and Recreation				
Eagle Valley Disc Golf Association				\$ 4,800.00
				Total \$ 13,300.00

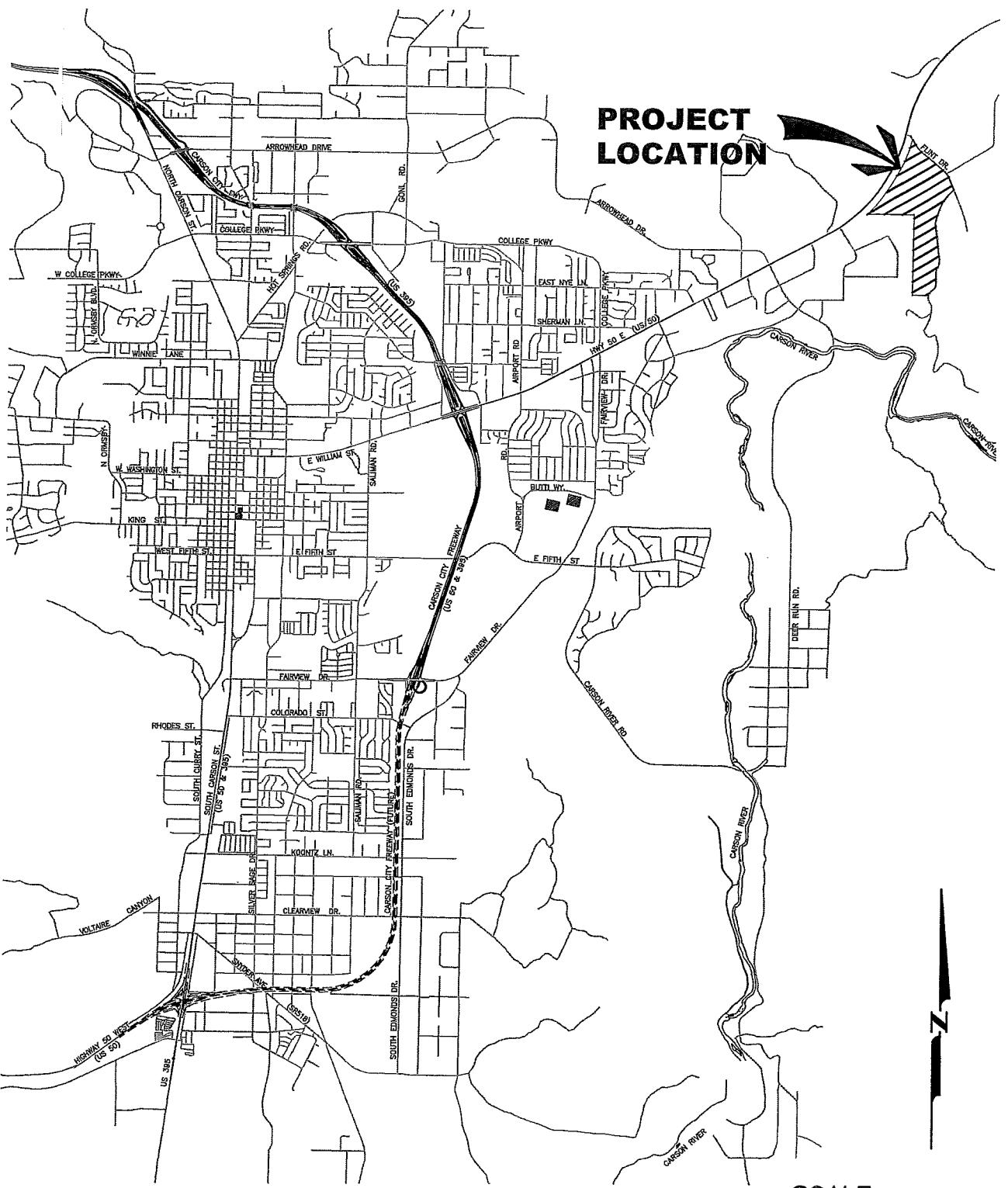
Total Available Funds	\$ 118,285.00
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City staff and the Eagle Valley Disc Golf Association will be working with Nevada State Parks regarding the necessary documentation to support the in-kind labor or materials match for the grant.

Nevada Division of State Parks admin & travel \$1000

Total Project Cost \$237,570

Exhibit B



DWG NO:

<p>CARSON CITY PUBLIC WORKS DEPARTMENT</p> <p>3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2112</p>	<p>DISC GOLF COURSE COMPLEX PROJECT</p> <p>VICINITY MAP (Portion of APN 010-691-04)</p>	<p>DESIGNED BY: VLK DRAWN BY: DGR CHECKED BY: VLK SCALE (HORIZ): NOTED DATE: 3/6/2017</p>
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Exhibit C

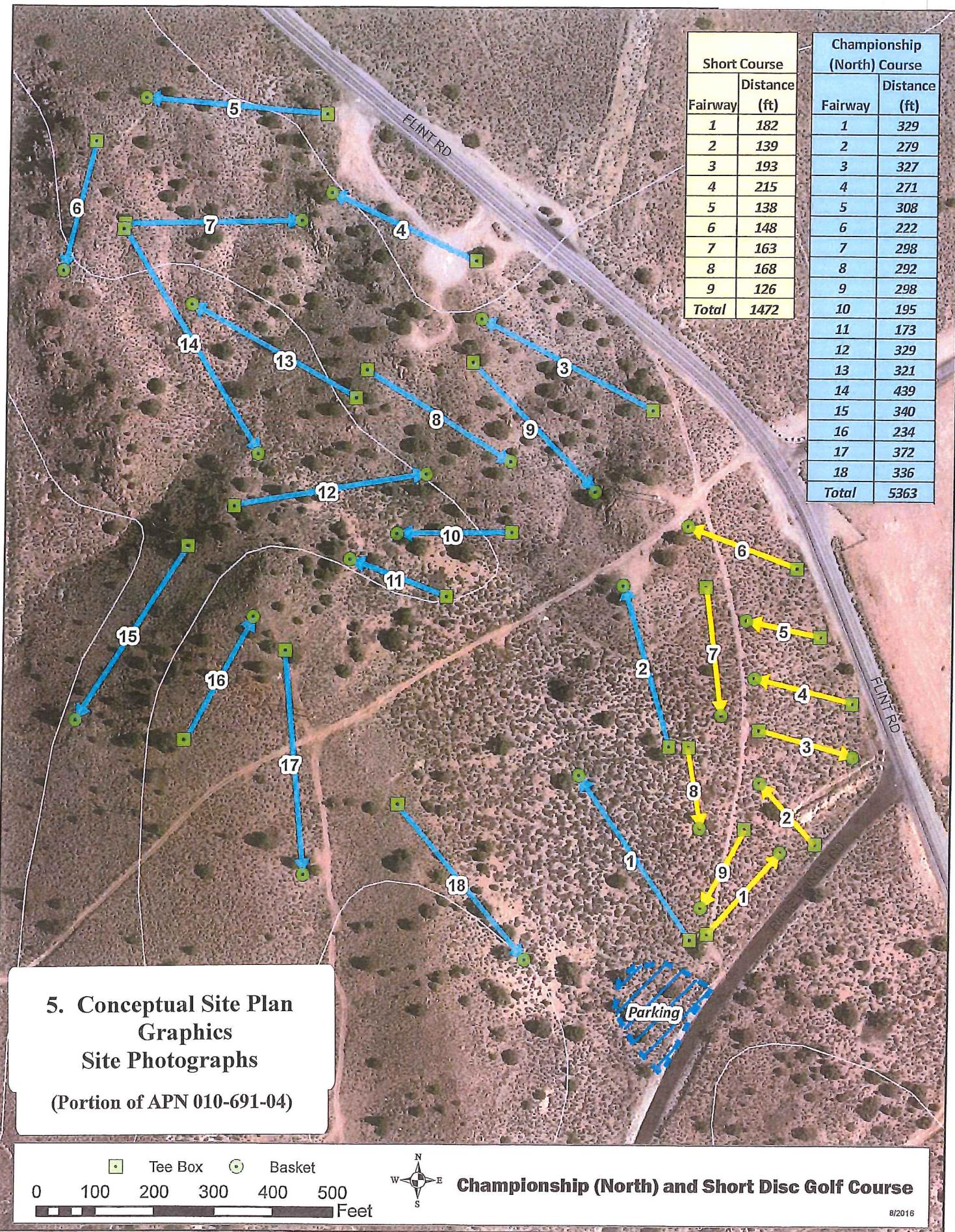
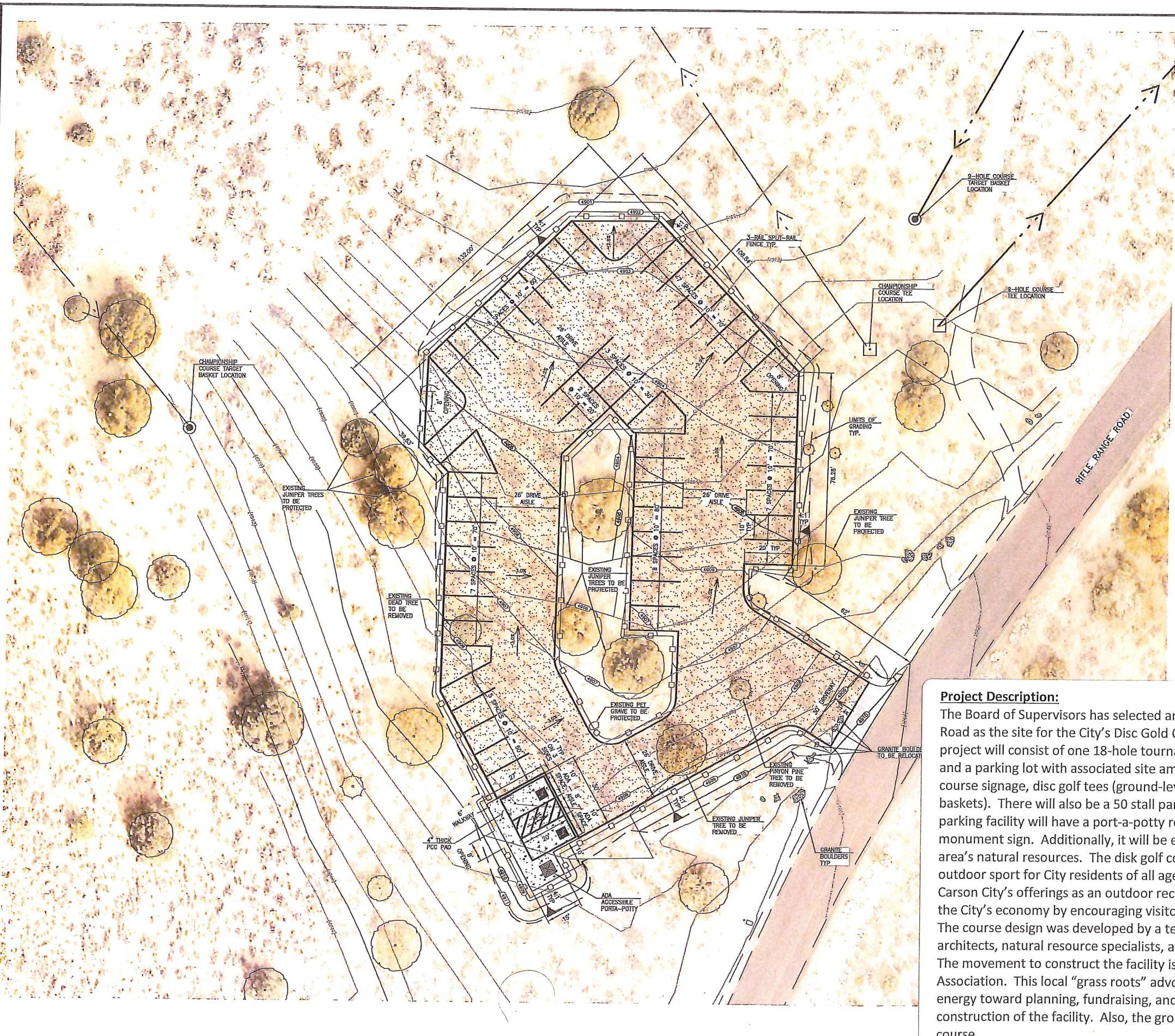


Exhibit D



Project Description:

The Board of Supervisors has selected an area west of Flint Drive and Rifle Range Road as the site for the City's Disc Gold Course Complex. The first phase of the project will consist of one 18-hole tournament course, one nine hole short course and a parking lot with associated site amenities. The course elements will include course signage, disc golf tees (ground-level mats), and disc golf targets (wire baskets). There will also be a 50 stall parking lot located off Rifle Range Road. The parking facility will have a port-a-potty restroom, an informational kiosk, and a monument sign. Additionally, it will be enclosed with a split rail fence to protect the area's natural resources. The disk golf course will provide a local, inexpensive, and outdoor sport for City residents of all ages. The tournament course will add to Carson City's offerings as an outdoor recreation destination and may help to expand the City's economy by encouraging visitors to play and possibly remain overnight. The course design was developed by a team of disc golf enthusiasts, landscape architects, natural resource specialists, a cultural resource specialist, and engineers. The movement to construct the facility is led by the Eagle Valley Disc Golf Association. This local "grass roots" advocacy group has donated their time and energy toward planning, fundraising, and will be involved with the future construction of the facility. Also, the group proposes to serve as stewards of the course.

CARSON CITY PARKS & RECREATION		REV.	DATE	DESCRIPTION	BY APP'D		
DISC GOLF COURSE							
PROJECT No. PDD001							
DISC GOLF PARKING LOT							
SITE PLAN							
<p align="center">CARSON CITY PUBLIC WORKS DEPARTMENT</p> <p align="center">3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2112</p>							
				<p>DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DWG NO.: <i>disc golf - parking</i> SCALE (HORIZ.): 1"=20' SCALE (VERT.): N/A PLOT DATE: 1/4/17</p>			
<p align="center">SHEET 1 OF *.</p>							

STATE OF NEVADA
 Division of State Parks
 Land & Water Conservation Fund Project Agreement

Participant Carson City	Project Number P17AP00160 32-00354 CFDA # 15.916									
Project title Disc Golf Course Complex										
Period Covered by this Agreement										
From: September 25, 2017 To: December 31, 2019										
Project Scope (Description of Project)										
<p>Construction of Phase 1 of a disc golf course complex to include an 18-hole tournament course, a 9-hole short course, and an approximately one acre parking lot. Site amenities will include fencing, accessible parking stalls, a portable restroom and signage.</p>										
Project Cost <table> <tr> <td>Total Cost</td> <td>\$237,570</td> <td rowspan="4">The following attachments are hereby incorporated into this agreement: 1. General Provisions 2. Project Budget</td> </tr> <tr> <td>Federal Grant</td> <td>\$118,285</td> </tr> <tr> <td>NDSP Admin</td> <td>\$1,000</td> </tr> <tr> <td>Local Share</td> <td>\$118,285</td> </tr> </table>		Total Cost	\$237,570	The following attachments are hereby incorporated into this agreement: 1. General Provisions 2. Project Budget	Federal Grant	\$118,285	NDSP Admin	\$1,000	Local Share	\$118,285
Total Cost	\$237,570	The following attachments are hereby incorporated into this agreement: 1. General Provisions 2. Project Budget								
Federal Grant	\$118,285									
NDSP Admin	\$1,000									
Local Share	\$118,285									

The State of Nevada, represented by the State Liaison Officer, and the Participant named above mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances attached hereto and hereby a part hereof.

The State of Nevada hereby promises, in consideration of the promises made by the Participant herein, to take the necessary steps and action and to attempt to enter into an agreement to obtain Federal money for that portion of the project referred to as Federal Grant above, to accept such funds from the United States and to tender to the Participant that portion of the obligation which is required to pay the United States' share.

It is understood by the parties hereto that this agreement shall not obligate State funds for the project cost described herein except those costs necessary for administration of the project.

In the event construction has not commenced on this project within ten and one half (10½) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void. In the event an acquisition does not take place within nine (9) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void.

The Participant hereby promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement.

Inadvertent Discoveries:

If any buried and/or previously unidentified resources are located during the project activities, the SHPO recommends that all work in the vicinity of the find cease and this office be contacted for additional consultation per 36 CFR §800.13(b)(3) or NRS 383.150-383.190.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

None

In witness whereof, the parties hereto have entered into this agreement as of the date entered below. The date upon which this agreement becomes effective and is executed will be the date signed by the State Liaison Officer.

STATE OF NEVADA

PARTICIPANT

(Signature)

(Signature)

Janice Keillor

(Name - State Liaison Officer)

Park and Recreation Program Mgr/ASLO

(Title)

(Date)

Carson City

(Name of Political Subdivision)

(Typed Name)

(Date)

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I - Definitions

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

Part II - Continuing Assurances

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

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

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

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

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

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

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

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

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements

with State and Local Governments;

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

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

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

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

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

H. Provision of a Drug-Free Workplace

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

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

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

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

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

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

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

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

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

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

J. Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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