

# LAND & WATER CONSERVATION FUND

## *Local Grant Manual*



# CONTENTS

## Section I

Introduction.....	page 3
General Information .....	page 4
Final Application Assistance .....	page 5
What Do I Do First? .....	page 7
Budgets, Plans, Specifications .....	page 7
Appraisals .....	page 9
Bids .....	page 10
Progress Reports .....	page 11
Inspections .....	page 11
Project Completion .....	page 12

## Section II

Project Assurances (General Obligations) .....	page 14
Internet Resources for Obligations .....	page 16
Federal Audit Requirements .....	page 17
Grant Recipient Obligations Summary .....	page 19
LWCF Project Agreement/General Provisions .....	page 20
Barrier Free Access Requirements .....	page 28
Reimbursement Guidelines .....	page 30
Active Project Reporting Requirements .....	page 31
Sample Forms	
Sample Inspection Report .....	page 32
Semi-Annual Progress Report .....	page 33
Project Reimbursement Request .....	page 34
Donated Material Form .....	page 35
Donated Labor Form .....	page 36
Donated Equipment Use Form .....	page 37
Force Account Time Sheet .....	page 38
Recreation Facility Inventory Form .....	page 39

# INTRODUCTION

The Local Grants Manual is divided into two parts. The first part contains general information about the grant process and a section entitled “What Do I Do First” describing the step-by-step process for completing your project.

The second part includes more specific grant regulations, provisions, appraisal formats, bidding requirements, reimbursement documents and other samples we feel will be beneficial in your grant process. Forms associated with these requirements can be located at [www.ndparks.com](http://www.ndparks.com) under Land and Water Conservation Fund.

Also, we want to emphasize that all recipients of LWCF monies must comply with Section 504 Guidelines for parks and recreation facilities and Title II and Title III of the Americans with Disabilities Act (ADA). These requirements apply to all facilities and programs within the recreation area - not just new LWCF projects. Please keep this in mind when planning your project. ADA/Section 504 compliance will be necessary for reimbursement of expenditures.

If you need assistance at any time during your project, please write or call:

Michelle Vetter, Grants Manager  
ND Parks and Recreation  
1600 E. Century Ave., Suite 3  
Bismarck, ND 58503  
701-328-5364  
[mvetter@nd.gov](mailto:mvetter@nd.gov)

Please feel free to visit our office at any time.

# GENERAL INFORMATION

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North Dakota's Land and Water Conservation Fund grant program provides financial assistance for the acquisition of land and/or development of outdoor recreation areas and facilities.

Funding for the federal LWCF is generated from the sale of federal surplus real property, federal motorboat fuel tax and Outer Continental Shelf mineral receipts. The LWCF Act of 1965 became effective for a 25 -year period on Jan. 1, 1965 and has been extended to Sept. 30, 2015. On the state level, the program is administered by the North Dakota Parks and Recreation Department. On the federal level, LWCF is administered by the National Park Service, Department of Interior.

Property acquired or developed under the LWCF grant program must remain in public outdoor recreation use in perpetuity (i.e., Forever). See pages 15 and 19 for more information.

Once the project boundaries have been established by your project application boundary map, all facilities within that boundary, whether developed with LWCF monies or not, must be in compliance with all rules and regulations of the LWCF Act, the Grants-In-Aid Manual, ADA and Section 504.

The purpose of the LWCF is to provide "outdoor recreation." Enclosed facilities cannot be constructed within the area described by the park boundary map, except as support to an outdoor facility (e.g., rest rooms or concession stands). Pavilions cannot have sides on them that give the effect of a closed-in building. Please remember that facilities constructed with LWCF monies cannot be enclosed at a later date.

All utility wiring must be placed underground, including any overhead wiring existing at the start of the project.

A sign showing that LWCF monies were used in the acquisition and/or development of the project must be present at each site. This sign must be placed on the site and remain there in perpetuity. See pages 14 and 19 for more information.

## *What Does 50/50 Matching Mean?*

A 50/50 grant does not mean that the North Dakota Parks and Recreation Department will write the grantee a check for 50 percent of the project cost. The grantee must finance 100 percent of the project costs, which can include in-kind labor, land donations, contributions and general appropriations. We will not reimburse the grantee for any more than the amount of cash they spend. Fifty percent of the eligible expenditures, up to the amount of the grant, may be reimbursed by periodic billings during the project period or the grantee may wait until project completion to request the total reimbursement.

## *General Final Application Assistance*

*Detailed explanations regarding budgets, appraisals and building plans can be found in the next section.*

### **Financing**

A signed guarantee of the sponsor's 50 percent matching funds must be submitted.

### **Property Control**

The sponsor must have warranty deed of the property. A quit claim deed does not provide adequate control. Each deed will be reviewed to assure that the project sponsor has long-term control and can enforce the legal obligations listed in the Project Assurances (see page 8). The project sponsor must be named as the property owner on the deed.

### **Acquisition**

The land must be appraised following the Uniform Appraisal Standards for Federal Land Acquisitions. The initial appraisal must be reviewed and approved before submission to the National Park Service. The cost of the appraisal and review are not eligible under grant reimbursement guidelines. The sponsor must submit the total acres being purchased and placed under 6f boundary protection (see Conversion of Property pages 15 & 19).

Sponsors should submit development plans for the area, and if development is to be delayed for more than two years, an explanation of why immediate acquisition is necessary, what, if any, non-recreation uses will be continued on the property and when such uses will be terminated and what type of public recreation access will be provided during the interim period.

Sponsors must also submit an exact legal description of the area. After the project is approved by the National Park Service, the sponsor must receive warranty deed to the land and submit a copy of the deed to the North Dakota Parks and Recreation Department.

### **Development**

Land ownership documents must be submitted. The project map and legal description on the deed should be an exact match, except when the land ownership document contains multiple areas or when the land should not be designated for perpetual outdoor recreation use.

A detailed cost estimate needs to be submitted. Include number and types of facilities to be constructed, purchased or installed.

The total numbers of acres in the recreational area and the number of acres being developed under the current grant proposal should be submitted.

### **Agreements**

Attach to the application all agreements with agencies, individuals or organizations involved in this project. This should include agreements or arrangements for operation and maintenance of the project.

**Maps**

A general location map must be submitted. Use a city, county or other map that will clearly locate the project in relation to nearby streets, highways, etc. Clearly mark the boundaries of the project location on this map.

Site Map - Use maps that show distance in feet, streets, blocks and lot numbers. Show the exterior boundaries of the area being developed or acquired. Include all outdoor recreation facilities and land in outdoor recreation use and the proposed location of the new improvements. Clearly identify/describe all public access points to the project area. The signed and dated map associated with a new project should indicate the number of acres acquired or developed within the 6(f) boundary. The map should clearly show key features such as roads with names indicated, bodies of water, utilities, restrictions, easements and right-of-ways, wetlands, trails, structures and improvements. The land designated on the map must stay in outdoor recreation use in perpetuity, according to Federal Law 88-578, Section 6(f).

**Building Plans**

When construction includes a building, a design plan must be submitted. The design should include a floor plan with dimensions. All buildings must meet federal standards for handicapped accessibility, Section 504 and the Architectural Barriers Act. The project sponsor is also required to secure State Health Department approval when the project includes construction of sanitary facilities.

# **WHAT DO I DO FIRST?**

## *How to Manage the LWCF grant*

***Do not spend any project funds, purchase or accept donated property or contract for construction before you receive written authorization.***

The purpose of this section is to provide you with an easy step-by-step process of how to: (1) begin, build and complete your grant project; (2) get grant reimbursements; (3) finalize your project; and (4) comply with your post-completion responsibilities. Not every project will follow the order of events exactly. Keep close contact with the grants manager to prevent problems.

1. THE GRANTEE WILL SUBMIT BUDGETS, PLANS, SPECIFICATIONS AND APPRAISALS TO THE GRANT MANAGER FOR APPROVAL. THIS INFORMATION SHOULD BE SUBMITTED WITH THE FINAL APPLICATION AND MUST BE APPROVED BY THE NDPRD BEFORE FINAL SUBMISSION OF YOUR GRANT APPLICATION TO THE NPS.

a) **Budget** - detailed costs for each part of the project

If the amount of the grant award is the same as the amount requested in the application, the budget submitted in the pre-application may be used as long as it is approved.

If the amount of the grant award is less than the amount the applicant requested, or the initial budget was not approved, a new revised budget must be submitted to the grants manager for approval. Elements not contained in the original application cannot receive funding.

b) **Plans** - drawings of facilities, structures and floor plans

You must submit construction plans for all support buildings and provide floor plans. You must provide cross sections of all sidewalks, trails, basketball courts, pavilion slabs or any concrete or asphalt work. Pavilion, concession stand and basketball court slabs should show rebar reinforcements in the cross sections. These should be submitted with the final application

Plans must show all handicapped access within the project area, handicapped parking areas and accessible pathways from the parking area to each facility. You must show the width of the pathways and the pathway construction material. If there are any changes from the site development plan submitted with the pre-application, you must submit a new site plan. (For example, a change in the location of a pavilion or playground.) If your original site plan did not address handicapped access to each facility, you must submit a new plan with the final application showing the handicapped access.

For technical assistance regarding accessibility guidelines, contact the Access Board at 800-872-2253 or email [ta@access-board.gov](mailto:ta@access-board.gov).

c) **Specifications** - written descriptions of building materials and furnishings

Specifications should identify and describe all major construction materials. All building materials (which you wish to be reimbursed for) used in the construction of support facilities, shelters, etc. must be new and shall be of durable materials that resist weathering and heavy public use. Plumbing should be commercial type and vandal proof. Fixtures inside the support buildings must be new and of commercial grade materials. Specifications for slabs should include depth and materials of the sub base, construction materials and the size of the slab.

Specifications for prefabricated facilities such as pavilion kits, playground equipment and basketball goals, trash containers, etc. may be copied from manufacturers' catalogues, brochures or printed spec sheets provided they contain enough detail for the grants manager to determine quality, suitability for the intended purpose and materials used for manufacture. Details for footings, slabs, etc. must be provided for pre-fabricated equipment installation.

\***Playgrounds** - equipment must be new and comply with guidelines established by the U.S. Consumer Product Safety Commission. Only new, commercial grade equipment, constructed of material that has proven durable in all types of weather and that can withstand heavy public use will be approved.

All areas under playground equipment must be surfaced with an impact absorbing material. Playgrounds must be accessible for use by the handicapped. A portion of the impact area under each piece of play equipment shall be an approved material offering wheelchair access from beyond the contained material to each piece of playground equipment. Impact materials must be approved and tested under the American Society of Testing Materials (ASTM) regulations. Ask your salesperson for a certificate of testing from ASTM to ensure compliance.

For more information on accessibility guidelines for playgrounds go to [www.access-board.gov/play/summary.htm](http://www.access-board.gov/play/summary.htm) or [www.access-board.gov/play/guide/intro.htm](http://www.access-board.gov/play/guide/intro.htm).

\***Picnic tables** - must be new, commercial grade and constructed of materials that withstand weathering and heavy public use. **Grills** must be commercial grade and preferably pedestal mounted. At least 20 percent of the total number of picnic tables and grills in the project area must be handicapped accessible to comply with ADA.

All specification must be written (especially playground equipment) so that the specifications are not vendor specific. You can specify a make or model number but you must include the words; or "approved equal."

\* **Basketball courts** - must include the backboards, goals and slab. The backboards and goals must be new, of commercial grade and constructed of materials that have proven durable in all types of weather. They must also be suitable for heavy public use.

\* **Sidewalks, trails, and/or pathways**- should include the depth and material of the sub base, construction material, length and width of trail and distance between control joints (if any).

We do require accessible routes to all facilities within the project boundary.

\* **Fencing** - specifications should include the gauge and height of wire for the backstop, the wings, the sides and the outfield fence, the gauge, diameter and material of the vertical frame posts and the gauge, diameter and material of the horizontal rails. You should include the width and number of walk gates (minimum clearance is 3 feet to comply with ADA) and the drive through gates. Ball field dug-outs and ball fields must be accessible to the disabled.

\***Parking** - areas must be all-weather. Each space should be a minimum of 9 feet wide by 18 feet long with at least one of the spaces designated handicapped accessible. The handicapped space must have a 5 foot adjacent access aisle constructed of hard surface material suitable for wheelchair travel and the parking space(s) must be designated by a sign showing the international symbol of accessibility. Parking areas that contain more than 100 marked parking spaces must follow the requirements in Title II and Title III of the Americans With Disabilities Act.

***If your project includes a land purchase for which you want to be reimbursed, you must have it appraised.***

**Appraisals** - An appraisal is a professional determination of the fair market value of a piece of land. Only the appraised fair market value will be eligible for reimbursement. The appraisal report can be submitted with the pre-application or final application. The appraisal must be approved by the NDPRD before final submission of your grant application to the NPS.

#### ***Formal Appraisals***

Parcels of land with an estimated value of \$25,000 or greater will need a formal appraisal.

The formal appraisal must follow the Uniform Appraisal Standards for Federal Land Acquisitions. Appraisals that do not follow this format will be returned and may end up costing the grantee additional money to have another appraisal done. This appraisal will also need to be reviewed by another qualified appraiser to certify that it meets federal standards.

#### ***Abbreviated Appraisal***

Parcels of land with an estimated value of \$5,000 to \$24,900 will need an abbreviated appraisal that follows the narrative format below:

#### **Abbreviated Appraisal Format**

##### **I. Brief Description**

of the subject property; to include physical characteristics, present use, zoning, public utilities associated with the land, deed restrictions, and any other pertinent information.

##### **II. A Legal Description**

of the real property to be acquired and a plot.

##### **III. A Ten (10) Year History**

of conveyances (sales and transfers) including parties to the transactions, dates of purchase, and amounts of consideration for at least 10 years prior to the appraisal.

IV. An Analysis Statement  
of the property's highest and best use.

V. Supporting Data  
including two or three comparable real property sales, a brief analysis of those sales and a map showing their locations relative to the land to be acquired.

VI. The Appraiser's Certification and Signature  
 He/She has personally inspected the property  
 He/She has no present or contemplated interest in the property  
 That in his/her opinion, the market value of the taking as of (valuation date) is  
 \$ \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date Report Submitted \_\_\_\_\_

VII. The Date the Value Estimate Applies

VIII. A Statement of the Appraiser's Experience and Qualifications

***Finding of Value***

Parcels of land with an estimated value of \$4,999 or less will need a finding of value. The finding of value must follow the narrative format below:

**Finding of Value Format**

Must include a written finding of value prepared by a qualified appraiser. This finding of value can be based on the individual's knowledge of land values, but should include a statement of the appraiser's experience and qualifications. Include a short description of the factors considered and the means by which a conclusion was reached.

2. GET FINAL PROJECT APPROVAL FROM THE NPS AND OFFICIAL NOTICE TO PROCEED FROM THE NDPRD.

You will receive a letter stating the amount of federal funding for your project, the official start date, and the deadline for project completion. If you have any questions, contact the grants manager.

3. BEGIN THE BIDDING PROCESS.

Grant recipients who make in excess of \$25,000 in total payments to one vendor during the entire project period, must receive bids according to federal regulations. For each contract over \$25,000 the following must be submitted before requesting reimbursement.

- Bid advertisement – A copy of the advertisement which was placed in the newspaper.
- Bid specifications – A copy of the document that the vendor reviewed and bid on.
- Bid tabulation – A listing of the vendors' bids.
- Contract – A copy of the signed contract containing all federal provisions.
- Change Orders – When there is a change in the contract amount or scope, a formal written change order must be submitted.

Recipients are not required to bid architectural or engineering services, but when **any** payment is made to such firms, an owner/architect or engineering contract must be submitted **prior** to reimbursement.

The sponsor shall inform all bidders that federal government funds are being used to assist in the construction. It is preferred that this information be included in the bid invitation. The following statement is acceptable: *“Federal funds will be used to assist in the development of this project.”*

For more detailed information regarding federal contract requirements, a “Technical Assistance Guide for Federal Construction Contractors” can be found at [www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp).

#### 4. BEGIN CONSTRUCTION OF THE PROJECT FACILITIES

Project sponsors may begin construction upon receiving a start date from the NDPRD. If you are unable to start your project within 60 days of approval, please notify the grants manager in writing explaining the reason for the delay and provide a timeline for construction.

If for some reason you are unable to complete the project as approved in the project agreement, contact the grants manager as soon as possible. You will be assisted in meeting LWCF requirements at that point.

#### 5. PROGRESS REPORTS

Progress reports are required every 6 months from your approval date. A status report is a brief form stating what progress, if any, you have made on your project. The report allows the grant manager to better plan inspections as well as provide information needed for reports to the NPS. Please see page 33 for a Progress Report form.

#### 6. SUBMIT REIMBURSEMENT REQUESTS TO RECEIVE GRANT FUNDS.

Reimbursement requests are processed when they are received. You should allow a minimum of four weeks for processing. Reimbursement requests received that are incomplete will be returned to the grantee without being processed. Before submitting your reimbursement, refer to the reimbursement guidelines and request forms on pages 30 and 34-38.

#### 7. NDPRD STAFF WILL CONDUCT ON-SITE INSPECTIONS

##### ***Progress***

This inspection is to check the progress of project. If at any of the progress inspections it is noted that ADA guidelines are not being followed, you will not receive any reimbursement requests until you are in compliance.

##### ***Final***

This inspection must be done before your project can be closed. The project will be inspected to verify that your project has been completed in compliance with the project agreement and ADA requirements.

***Post Completion***

At least once every five years an inspection will be made to ensure that your park is well-maintained, that the LWCF sign is still in place, that no ineligible items have been added within the project boundary, and that all applicable LWCF regulations are being met.

**8. NOTIFY GRANTS MANAGER THAT THE PROJECT IS COMPLETE**

- s Request final inspection in writing or call
- s Prepare final “as-built” site plan
- s Prepare updated park inventory form. See page 39 for an example
- s Prepare the final reimbursement request. See pages 39-38 for an example

If your project does not pass the final inspection you will be sent a letter detailing the problem(s) with recommendation for correcting the problem(s). Your final reimbursement request will not be processed until all items noted above are received and approved.

**9. PARK DEDICATION OR RIBBON CUTTING CEREMONY**

Once you have completed your project and the final inspection has been conducted, you should plan a park dedication or ceremony.

This is a good time for government officials to recognize the efforts of local workers, volunteers and political leaders who played an active role in the project construction or those who assisted the public agency with the application process. This ceremony also encourages community awareness of the LWCF program and promotes good community relations.

Finally, information about LWCF, links to other sites and all necessary forms can be located on the North Dakota Parks and Recreation Department website, [www.ndparks.com](http://www.ndparks.com).

# Section II

## FEDERAL REGULATIONS, GENERAL PROVISIONS, EXAMPLES & FORMS

## PROJECT ASSURANCES

The (name of applicant) has read and hereby agrees to the following “Project Assurances.”

### General Obligations

1. The applicant accepts the obligation to comply with the applicable laws, rules and regulations in effect at the time of the award and to further terms and conditions of the National Park Service manual in effect at the time of the award.
2. The applicant accepts the obligation to complete and maintain an approved project and recognizes that continuance of funding beyond any biennium is dependent entirely on approval of the program by the legislature. Termination by legislative action, however, does not relieve the applicant of its responsibility to provide proper completion of a project.
3. The applicant has read, understands and hereby agrees to abide by all terms and conditions contained in the project agreement to be entered into between the National Park Service and the North Dakota Parks & Recreation Department in the event this project is approved. Such project agreement is, by this reference, made a part of this proposal to the same force and effect as if it were incorporated into the body of this proposal.
4. The applicant possess legal authority to apply for the grant and to finance and construct the proposed facilities; and a resolution, motion or similar action has been duly adopted or passed as an official act of the application. A person has been designated as the official representative of the applicant to act in connection with the applicant and to provide such additional information as may be required.
5. The applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved and that the project will be executed to completion with reasonable diligence.
6. The applicant will maintain satisfactory financial accounts, documents and records and shall make them available to the state, National Park Service, the Department of the Interior and to the General Accounting Office for auditing at reasonable times.
7. The applicant will comply with provisions for contract compliance and Executive Order 11-246.

**State Health Requirements.** The applicant will forward all plans and specifications relating to waste water, drinking water and sewer systems to the Water Quality department of the Environmental Health Section of the State Health Department, 1200 Missouri Avenue, Bismarck, ND 58501 (701-328-5210) for their approval prior to project construction.

**Maintenance Obligations.** If for any reason it shall become necessary for any department or agency of the state of North Dakota to expend state funds in order to fulfill any obligations which the applicant has agreed to perform in the construction and maintenance of this project, the applicant shall, within a one-year period, reimburse the state department or agency the amount of funds expended for such maintenance or operations.

**Signing.** The applicant will give temporary public acknowledgment during the project construction phase for all projects over \$100,000 total project cost. The applicant will give permanent public acknowledgment of the

Land and Water Conservation Fund by placing a sign on the project site or facility in a prominent location. A standard sign can be obtained from the NDPRD upon completion of the project.

**Conversion of Property.** Land acquired or developed under this program will be placed in use as an outdoor recreation area and will be retained for such use in perpetuity. Prior approval of the North Dakota Parks & Recreation Department must be obtained prior to alternate use of subject property and is subject to the provisions of Public Law 88-578 Section 6(f).

**Hatch Act.** The applicant will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**Design and Engineering.** The applicant will provide 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 and will furnish progress reports and such other information as the North Dakota Parks & Recreation Department may require.

The applicant will require the projects to be designed to comply with the “Minimum Guidelines and Requirements for Accessible Design” as recorded in the Federal Register August 7, 1984 (36 CFR Part 1 1190)

**Relocation Assistance.** The applicant will comply with the requirement of Title II or Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

**Utility Lines.** The applicant will take all reasonable steps to bury, screen or relocate existing overhead lines at development or acquisition projects and will place all new electric wires under 15 KV and telephone wires underground.

**Flood Hazard Requirements.** The applicant will evaluate and plan the use of a park area located in the special flood hazard area, as far as practicable, to minimize the exposure of facilities to potential flood damage. The applicant will obtain National Flood Insurance for those facilities constructed in special flood hazard areas as required by the North Dakota Parks & Recreation Department in an amount at least equal to the value of the insurable development or to the maximum allowable limit of coverage made available.

**EPA Assurance.** The applicant will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environment Protection Agency’s (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities stating that a facility to be utilized in the project is under consideration for listing by the EPA.

**Historic Preservation Act.** The applicant will comply with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-I 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 adverse effects (see CFR Part 800.9) by the activity and notifying the federal by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

**Section 504 of the Rehabilitation Act of 1973 and Architectural Barriers Act.** The applicant has read, understands and agrees to comply with Section 504 of the Rehabilitation Act of 1973. The act requires all recipients of Land & Water Conservation Funds to implement compliance procedures to insure that their programs, facilities and employment practices are not discriminatory in regard to the handicapped. The ABA requires that buildings and facilities that are designed, constructed or altered with federal funds comply with federal standards for physical accessibility.

**Single Audit Act OMB Circular No. A-133.** If the applicant receives more than \$500,000 in federal assistance (all programs) during its fiscal year, an audit report will be completed and submitted to the North Dakota Parks & Recreation Department. The audit should be performed in accordance with the Single Audit Act and OMB Circular A-133.

The applicant must contract with an independent auditor at their own expense or the state auditor to complete an audit of federal grants, contracts, cooperative agreement, loans, loan guarantees, property, interest subsidies, insurance or direct appropriations in which the applicant received or has agreed.

**Clean Air and Water Acts.** The applicant must comply with the Federal Water Pollution Control Act which established the basic structure for regulation of discharged pollutants into the waters of the United States. The applicant must also comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act as amended in 1990.

**Prime and Unique Farmlands Protection.** Applicants must comply with Farmland Protection Policy Act which states that Federal programs which contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses will be minimized.

**Endangered Species.** Applicants must comply with the Endangered Species Act of 1973 which provides for the conservation of endangered and threatened species of fish, wildlife and plants.

## Resources

Clean Air Act - [www.epa.gov/air](http://www.epa.gov/air) or [www.epa.gov/region 5/water/cwa.htm](http://www.epa.gov/region5/water/cwa.htm)

Prime and Unique Farmlands - [http://water.usgs.gov/eap/env\\_guide/farmland.html](http://water.usgs.gov/eap/env_guide/farmland.html)

ADA requirements for public services and public accommodations - [www.usdoj.gov/crt/ada/adahom1.htm](http://www.usdoj.gov/crt/ada/adahom1.htm)

ADA Accessibility Guidelines - [www.access-board.gov](http://www.access-board.gov)

Endangered Species Act - [www.endangered.fws.gov/esa.html](http://www.endangered.fws.gov/esa.html)

Audit Requirements (Office of Management and Budget) - [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)

# FEDERAL AUDIT REQUIREMENTS

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## **Circular No. A-133**

Revised to show changes published in the  
*Federal Register* June 27, 2003

### **Audits of States, Local Governments, and Non-Profit Organizations**

*Grant sponsors (political subdivisions) that expend more than \$500,000 in federal monies during a fiscal year, must following federal audit requirements in accordance with OMB Circular A-133 as amended June 27, 2003. If applicable, the sponsor shall submit copies of audits covering each fiscal year in which grant funds were expended on the Land and Water Conservation Fund project.*

*The highlights from Circular No. A-133 listed below can be located in their entirety at [www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html)*

**Federal award** means Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Any audits of such vendors shall be covered by the terms and conditions of the contract. Contracts to operate Federal Government owned, contractor operated facilities (GOCOs) are excluded from the requirements of this part.

\*\*\*

(a) **Audit required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part. Guidance on determining Federal awards expended is provided in § \_\_\_\_.205.

(b) **Single audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with § \_\_\_\_\_.500 except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § \_\_\_\_\_.235. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

## **Subpart C—Auditees**

### **§ \_\_\_\_\_.300 Auditee responsibilities.**

The auditee shall:

- (a) Identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.
- (b) Maintain internal control over Federal programs that provides reasonable assurance that the auditee is managing Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of its Federal programs.
- (c) Comply with laws, regulations, and the provisions of contracts or grant agreements related to each of its Federal programs.
- (d) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with **§\_\_\_\_.310**.
- (e) Ensure that the audits required by this part are properly performed and submitted when due. When extensions to the report submission due date required by **§\_\_\_\_.320(a)** are granted by the cognizant or oversight agency for audit, promptly notify the Federal clearinghouse designated by OMB and each pass-through entity providing Federal awards of the extension.
- (f) Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with **§\_\_\_\_.315(b)** and **§\_\_\_\_.315(c)**, respectively.

# GRANT RECIPIENT OBLIGATIONS SUMMARY

The following information is to keep past and present Land and Water Conservation Fund project sponsors informed of important project responsibilities, revisions and trouble spots in grant regulations. The following are some of the issues the sponsor must comply with.

## **Operation and Maintenance**

Property acquired or designated for recreation through the LWCF program must be maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with State Health Standards and the property must be kept safe for public use. The facility shall be kept open for public use at reasonable hours and times of the year according to the type of area or facility.

## **Availability to Users**

Discrimination on the basis of race, handicap, color, national origin, religion, sex or age is prohibited. Discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except when reasonable differences in admission and other fees are maintained.

## **Utility Lines**

LWCF sponsors will take all reasonable steps to bury, screen or relocate existing overhead lines on the project site, and will place all new electric wires under 15KV and telephone wire underground.

## **Handicapped Accessibility**

According to Section 504 of the Rehabilitation Act of 1973, project sponsors must implement compliance procedures to ensure that their programs, facilities and employment practices are not discriminatory in regard to the handicapped. Facilities must be designed to comply with the "Minimum Guidelines and Requirements for Accessibility Design" (CFR Part 1 1190)

## **Conversion of Property (6F)**

Property acquired or developed under this program must be retained in public outdoor recreation use in perpetuity. Prior approval of the North Dakota Parks and Recreation Department must be obtained prior to alternative use of the subject property. The entire project site identified in the project agreement is subject to public law 88-578 Section 6(F)

## **Signing**

Project sponsors must maintain on the project site or facility in a prominent location, a Land and Water Conservation Fund acknowledgement sign. Projects on land owned by schools must have signs installed informing the public that the facilities are open to the general public. These signs should also indicate the times when the facilities are reserved exclusively for school use.

## **Example:**



This sign (8x10) is available from the North Dakota Parks and Recreation Department. Sponsors may develop their own sign as long as acknowledgement is given to the LWCF and NDPRD.

# LAND AND WATER CONSERVATION FUND PROJECT

## AGREEMENT/GENERAL PROVISIONS

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### 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 Grants Manual (NPS-34).
- D. The term “project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the project agreement.
- 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 assistance project creates an obligation to maintain the property described in the project agreement 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 moneys 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. 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 subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the State agrees to notify the Service of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The State further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Service, after the conversion of property takes place. 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.
- D. The State agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund 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.
- 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 including OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to 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 and Local Governments), and A-133 (Audits of State and Local Government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

**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 ability and intention 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. For project elements added to a consolidated grant, the project period will begin on the date the project element is approved.
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 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, including future stages of 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 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 insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NPS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. 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.
13. The State will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
  - (1) Place minority 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) For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the State or recipient shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the appropriate National Park Service Regional Office.
  - (5) 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.

14. 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.
3. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

**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 or the consolidated project element.
3. State and local governments are authorized to substitute microfilm 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 or consolidated project element at any time prior to the first payment on the project or consolidated project element. 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 of 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.*

## BARRIER FREE ACCESS

All recipients of LWCF monies must comply with Section 504 Guidelines for Federally Assisted Park and Recreation Programs and Activities and Title II and Title III of the Americans with Disabilities Act (ADA) of 1990. These requirements are listed below.

***Note: If at any time project facilities do not comply with accesibility regulations reimbursements will not be processed until all state and federal requirements are met. In no case will final reimbursement take place until a final inspection shows that the project is in compliance with accesibility regulations.***

Each recipient must:

- s Evaluate its programs, activities, policies and practices to determine what actions need to be taken to assure compliance, including in this evaluation interested persons and handicapped persons or persons or organizations representing handicapped persons.

- s Proclaim to the public its policy of non-discrimination and the procedure for filing complaints. This requirement can be met through the posting of the Department of the Interior's non-discrimination poster. Each recipient must explain to an individual who feels he/she has been discriminated against that they may write to:

Director  
Office of Equal Opportunity  
Department of the Interior  
Washington, D.C. 20240

- s Where structural changes to facilities are necessary to achieve program accessibility, a transition plan must be developed setting forth steps necessary to complete such changes.

In addition to the above, any recipient of funds who employs fifteen (15) or more full or part-time employees in their parks or recreation department must:

- s Keep a copy of their self-evaluation on file and available for public inspection for three years after it is completed.

- s Designate at least one person the responsibility for ensuring compliance.

- s Adopt grievance procedures that provide for prompt and equitable resolution of complaints alleging discrimination on the basis of handicap.

- s Take initial and continuing steps to notify program participants, beneficiaries, applicants and employees, including persons with impaired hearing and vision, that it does not discriminate on the basis of handicap.

The rule of thumb to follow is; "a person must be able to travel from a designated handicapped park-

ing space to each facility within the project boundary AND they must be able to do this unassisted.” It is easier and less expensive to build an accessible facility the first time, than to have to go back and retrofit that facility.

## Guide for Self-Evaluation of Basic Access to LWCF Sites

This guide is provided to assist with the self-evaluation of basic access to facilities at public outdoor recreation areas. Recognizing the limited resources available, this guide is concerned with those areas which affect general access for employees and all visitors, rather than a program specific and comprehensive analysis.

Recreation areas that receive federal funds, including LWCF monies, are required to be in compliance with accessibility laws and guidelines. Failure to comply could result in the loss of future LWCF grant awards.

In the evaluation, note only those items and areas which may be in violation of Section 504 requirements or do not conform to the Architectural Barriers Act. (See [www.access-board.gov](http://www.access-board.gov))

Name of Park: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

Evaluator: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Date: \_\_\_\_\_

### **Structural:**

1. Designated handicap parking spaces at all parking areas

Comments:

2. Accessible route from parking areas to all major facilities (i.e. restrooms, playgrounds, shelters, marinas, beaches, etc.)

Comments:

3. Facility entrances (proper width, ramps)

Comments:

4. ADA Compliant Restrooms, showers, vault toilets (interior space, grab bars, etc.)

Comments:

5. ADA Compliant Water fountains

Comments:

6. ADA Accessible seating in assembly areas;

Comments:

7. ADA Accessible play equipment in playground area (i.e. ramps to equipment, transfer points);

Comments

# **REIMBURSEMENT GUIDELINES-LWCF**

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**Invoices:** Legible copies of invoices for costs incurred are necessary. The invoice should provide an **accurate and itemized** listing of material and/or services rendered. At minimum the invoice must be dated, state the amount due, vendors name and specific items purchased. Please note that statements and vouchers are not acceptable as they reflect only the amount due. On each invoice note the project name and number and which portion of the project the expenditure should be attributed to. **All bills must be submitted in a timely manner and must be reimbursed in the same fiscal year as the original expenditure. Contact your grant manager if you have concerns.**

**Cancelled Checks:** To show proof of payment, copies of both sides of the cancelled check must be attached to the invoice. Please note that the check must be drawn from the sponsor's public account.

**Force Account Labor:** Any time the project sponsor employs its own employees to do work on the project and wishes to be reimbursed for the costs, they must complete specially designed timesheets. Contact the North Dakota Parks and Recreation Department for these forms. Force account billings are treated in the same manner as other cash expenditures. They are not a donation because they are an actual expense to the grantee. See page 38 for form.

**General Labor:** In instances where individuals charge you for labor, but they don't have an official invoice, a timesheet can serve as an invoice. The timesheet must at a minimum be dated and state the job performed, salary per hour, hours worked each day and the total amount due. In addition, the laborer and the appropriate supervisor must sign the timesheet. You must also document general labor that is donated as an in-kind contribution using the same format. See page 36

**Donations:** Donated labor, equipment and material must be documented with time sheets, statements, invoices or letters signed by the donors. By submitting such documentation in a request for reimbursement, the grantee is acknowledging receipt and acceptance of the donation. The calculations for donated labor wage rates should be based on local Employment Security Wage Rates for general labor, unless, for example, the person doing plumbing work is a professional plumber. In this case his labor may be charged at a rate consistent with that earned in his profession. See pages 35, 36, 37.

The grantee will not receive any monetary reimbursement for donated labor, equipment and materials. However, you will receive 100 percent reimbursement for equivalent amounts of paid labor, equipment and materials matching your donated value. Please remember that you can only receive reimbursement up to the total amount of actual cash that you expend.

**Ineligible Items for Reimbursement:**

- Expenditures on items not in the project scope.
- Sales tax.
- Service charges for late payment.
- Costs incurred prior to federal approval date and after project expiration date.
- Equipment such as hammers, ladders or lawn mowers.
- Payments to one vendor in excess of \$25,000 that are not bid according to federal regulations.
- Donated labor and materials.(The documented value of these items can be used as in-kind contributions toward the local match.)
- Legal fees.
- Operation and maintenance costs.

When submitting a request for reimbursement, include a cover letter that includes the project number and total dollar amount requested. Be sure the letter is dated and signed by the appropriate local official. Attach the reimbursement request form (page 34), all invoices and cancelled checks and all in-kind donations. Related items (checks and invoices) should be stapled together in the order they appear on the reimbursement request form.

When in doubt about the eligibility of an item, contact the ND Parks and Recreation Department prior to submission.

# ACTIVE PROJECT REQUIREMENTS SUMMARY

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- 1) Submit a LWCF Project Remimbursement Request with each billing. Please include copies of the invoices and front and back of cancelled checks with each request. Reimbursement forms are located on the NDPRD website [www.parkrec.nd.gov](http://www.parkrec.nd.gov).
- 2) Submit a semi-annual written progress report (with supporting photographs) for each year the project is active. The first report will be due Jan. 1 following the approved start date and then every 6 months after until the project is complete. Semi-annual report form located at [www.parkrec.nd.gov](http://www.parkrec.nd.gov).
- 3) Submit a copy of the financial audit report as required by OMB Circular A-133- see Federal Audit requirements page 17 for more details.
- 4) Submit a project extension request in writing to the NDPRD if the project will not be complete within the timeframe specified in the grant approval notification.
- 5) Contact the NDPRD prior to project completion if there is any change in the project scope.
- 6) Notify the NDPRD when construction on the project is complete. A site visit will be scheduled to conduct a final inspection. The final reimbursement request will not be processed until the project has been inspected and approved. The inspection can take place prior to all the invoices being paid by the sponsor. Please make note that due to winter weather conditions, projects completed in the winter months may not be inspected until Spring and will not be reimbursed until final approval is granted. The sponsor should make the necessary financial arrangements.

# LWCF On-Site Inspection Report

Sponsor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name of Project Site: \_\_\_\_\_

Inspection Date: \_\_\_\_\_ Project Number : \_\_\_\_\_

Facility List:

- |   | (Circle one) |
|---|--------------|
| 1. Is the property used for its intended recreation purposes?   | Y/N          |
| 2. Is the property attractive and inviting to the public?   | Y/N          |
| 3. Is upkeep/repair of improvements and structures adequate?  | Y/N          |
| 4. Is the facility constructed with quality materials and meets building codes?   | Y/N          |
| 5. Is the site free of any problems (i.e. vandalism, safety/health issues)?   | Y/N          |
| 6. Does staffing and servicing of facilities appear adequate?   | Y/N          |
| 7. Is the site open to the general public without evidence of discrimination?   | Y/N          |
| 8. Is property accessible and open to the public during reasonable hours and seasons?   | Y/N          |
| 9. Is the quality of the area maintained?   | Y/N          |
| 10. Are power lines buried or located along the perimeter?  | Y/N          |
| 11. Do facilities meet Section 504 requirements and conform to the Architectural Barriers Act (accessible to disabled persons). | Y/N          |
| 12. Is a Land and Water Conservation Sign in clear view?  | Y/N          |
| 13. If a school site is it adequately signed for public use?  | Y/N          |
| 14. Was the 6 (f) boundary reverified to determine that no conversion of use to other than recreation has occurred?             | Y/N          |

\* Explanation for "No" responses and action to be taken to remedy the situation:

\_\_\_\_\_

\_\_\_\_\_

Inspected By: \_\_\_\_\_  
(Print)

Agency: \_\_\_\_\_

Self-Inspection: Y/N

Comments or Recommendations:

Photos? Y/N - **Photos are mandatory for self-inspections.**

Reviewed by (NDPRD): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# LWCF Semi-Annual Project Progress Report

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_ Sponsor \_\_\_\_\_

Sponsor Address \_\_\_\_\_

Contact Name & Phone Number \_\_\_\_\_

Date Report Submitted: \_\_\_\_\_

## **Financial Update:**

Total Funds Spent to Date \_\_\_\_\_

Total Amount Reimbursed to Date \_\_\_\_\_

Total Outstanding Expenditures (pending bills) \_\_\_\_\_

Balance of Remaining Federal Funds \_\_\_\_\_

## **Project Update**

Project Approval Date: \_\_\_\_\_

Percent of Project Completed \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Deadline extension needed? Yes \_\_\_ No \_\_\_ Request submitted? Yes \_\_\_ No \_\_\_

Photos of project submitted \_\_\_\_\_  
(Digital Images can be submitted to [mvetter@nd.gov](mailto:mvetter@nd.gov))

## **Comments/Changes**

Please Return Completed Form to:  
Michelle Vetter, NDPRD Grants Manager - 1600 E. Century Ave., Suite 3, Bismarck, ND, 58503



## Value of Donated Material Land & Water Conservation Fund

Project Name and Number Big Town City Park 38-050000	Project Element(s) Sidewalk/Parking		
Donor Rockey's Gravel & Concrete			
Decription of Material Donated	Date of Donation	Fair Value	Basis of Value
12 Tons SB-2	3/5/04	300.00	Market
20 yards concrete	3/12-04	450.00	Market
<p>Donation value is current market price of SB-2 and concrete.</p> <p>Rocky Road, Owner Rocky's Gravel &amp; Concrete Company</p>			
Total Value of Donation		750.00	

\_\_\_\_\_  
Verifying Officials Signature

\_\_\_\_\_  
Date

## Value of Donated Labor Time Sheet Land & Water Conservation Fund

**Project Name and Number**  
Big Town City Park 38-050000

<b>Name of Person Contributing Donated Time</b> Dusty Rhodes	<b>Kind of Work Performed (laborer,plumber, mason etc.)</b> Laborer/Picnic Area
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**Hourly Rate Based on** Minimum Wage

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A person donating his time to a project will be paid as a general laborer unless he/she is professionally skilled in the work he is performing on the project. When this is the case, the wage rate this individual is normally paid for performing his/her service may be charged to the project. A general laborers wage may be charged in the amount of that which the city or county in the immediate area pay their employees for performing similar duties.

Date	Time of Work				Total Work Hours	Hourly Rate	Value of Donation *
	Start	End	Start	End			
3-7-04			2:30	4:30	2	5.15	10.30
3-12-04	9:00	11:30	1:30	3:30	4.5	5.15	23.18
<b>Total Value of Donation</b>							<b>33.48</b>

\_\_\_\_\_  
Signature of Person Donating Time

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Verifying Accuracy

\_\_\_\_\_  
Date

\*Hours x hourly rate

**Value of Donated Equipment Use  
Land & Water Conservation Fund**

Project Name and Number  
Big Town City Park 38-050000

Project Element(s)  
Parking/Driveway

Donor  
Small County

Date of Donation	Type and Size of Equipment	Total Hours of Use	Hourly Rate	Value of Donation*	Equipment Operator's Signature
3/7/04	580C Backhoe (Case)	10	40.00	400.00	
<b>Total Value of Donation</b>				400.00	

\_\_\_\_\_  
Verifying Official's Signature

\_\_\_\_\_  
Date

\*Hours of use x hourly rate

**Employees' (Force Account) Time Record  
Land & Water Conservation Fund**

Employers' Name City of Big Town		Park Job Site Big Town City Park							Period From 3/2-04	To 3/8/04		
Employee Name and Signature	Job Title	Work Element	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total Hours	Hourly Rate	Total
Dusty Rhods	Supt. of Streets	Parking		8	8	4				20	12.50	250.00

The above time sheet is certified as correct.

Total Wages: 250.00

\_\_\_\_\_  
(Supervisor)

\_\_\_\_\_  
Date

## Land & Water Conservation Fund Recreation Facility Inventory

Please complete a separate form for each Park or Recreation Site indicating all recreation and support facilities located on the site.

Name of Park/Recreation Site: _____
Location/Address of Site: _____
Phone Number at Site: _____
Managing Entity for Site: _____
Fees for Facilities within Site: _____
Total Acres of Recreation Land: _____

### Facility Types

_____ Swimming Pools (#)	_____ Ski Hill	_____ Mountain Bike Trails (# & Miles)
_____ Water Slide (#)	_____ Disc Golf	_____ Horseback Riding Trails (# & miles)
_____ Tennis Courts (lighted)	_____ Boat Ramp (#)	_____ Cross Country Ski Trails (# & miles)
_____ Tennis Courts (non-lighted)	_____ Canoeing/Sailing	_____ Other
_____ Golf Course (# of holes)	_____ Soccer Fields (#)	<b>Facility Amenities</b>
_____ Mini-Golf Course	_____ Football Field (#)	_____ Modern Bathrooms (#)
_____ Skate Park	_____ Swim Beach	_____ Showers (#)
_____ Outdoor Skating Rink (#)	_____ Picnic Tables (#)	_____ Vault Toilets (#)
_____ Indoor Rink	_____ Picnic Shelters (#)	_____ Parking (spaces)
_____ Amusement Park	_____ Volleyball Courts (#)	_____ Concessions
_____ Campground (# of sites)	_____ Driving Range	_____ Vending Machines
_____ Softball Fields (lighted)	_____ Horseshoe Pits (#)	_____ Warming House
_____ Softball Fields (non-lighted)	_____ Trap/Skeet Ranges	_____ Dump Station
_____ Baseball Fields (lighted)	_____ Archery Ranges	_____ Gift/Pro Shop
_____ Baseball Fields (non-lighted)	_____ Basketball Courts (#)	_____ Equipment Rental
_____ Zoo	_____ Multi-Use Trail ( # & miles)	_____ Skate Sharpening
_____ Playgrounds (#)	_____ Hiking/ Nature Trail (# & miles)	_____ ADA Accessible
_____ Sledding Hill	_____ Biking Path ( # & miles)	