



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: March 26, 2024
Subject: LSP Request – JFO #3196

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3196: Two (2) limited-service positions, both Grant Specialists, to the Agency of Natural Resources, Department of Forests, Parks and Recreation. The positions will manage stewardship of existing grants and applications and outreach for annual grant cycles. Both positions are 70% funded through existing federal funds. The remaining 30% will be a combination of state special funds: State Recreation Trails Fund and Vermont Outdoor Recreation Economic Collaborative funds. The positions will not rely on annual appropriations of the General Fund. Both funded through 9/30/2024. *[Received March 19, 2024]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by **April 15, 2024**, we will assume that you agree to consider as final the Governor's acceptance of this request.



State of Vermont
Department of Forests, Parks & Recreation

1 National Life Drive, Davis 2
Montpelier, VT 05620-3801

<http://fpr.vermont.gov>

802.793.3432 | becca.washburn@vermont.gov

Agency of Natural Resources

MEMORANDUM

TO: Kristin Clouser, Secretary, Agency of Administration

THROUGH: Nick Kramer, Budget Analyst, Department of Finance and Management
Aimee Pope, Deputy Director for Classification and Position Management,
Department of Human Resources
Danielle Fitzko, Commissioner, Department of Forests, Parks and Recreation 

FROM: Rebecca Washburn, Director of Lands Administration and Recreation, Department of Forests, Parks and Recreation

DATE: September 21, 2023

RE: Limited-Service Positions Request – Federal Grant Funded

The Department of Forests, Parks and Recreation (FPR) requests two limited-service Grant Specialist positions for one year, starting around January 2024. This request is the result of FPR having access to additional Federal Funds for administrative positions. FPR's grant from the National Park Service (NPS) per the FY2023 Consolidated Appropriations Act, P.L. 117-328, includes a provision to allow the NPS to retain up to 7 percent of the FY23 State Conservation Grants funding in order to provide States with matching grants to support state administration of the Land and Water Conservation Fund (LWCF) State and Local Assistance (SLA) Program. This change came about in part because of the passage of the Great American Outdoors Act which fully funds the Land and Water Conservation Fund.

At least 70% of the salary and benefits for these positions would be funded with federal funds through a combination of the newly established administrative funds for the Land & Water Conservation Fund and existing grant administration funds for the federal Recreation Trails program. FPR has been receiving these federal funds for over 30 years and the above referenced change in authorizing language allows FPR to use these funds for positions. Importantly, this funding is assigned to existing Catalog of Federal Domestic Assistance (CFDA) numbers – meaning that it is additional funding going into existing programs and augmenting existing funding sources which are also already authorized under the ANR/FPR FY24 appropriated legislative budget.





The remaining 30% of funding would be a combination of state special funds from the State Recreation Trails Fund (fund 21455) and Vermont Outdoor Recreation Economic Collaborative (VOREC) funds (One-time general fund through the ARPA bill for FY22). These positions would not rely on annual appropriations of the General Fund.

FPR has had one FTE classified position and a .5 FTE temp responsible for managing two federal outdoor recreation grant programs and the recently established VOREC community grant program amounting to between \$3MM and \$8MM in grants to communities and non-profit organizations. The long-time staff member in the one FTE recently retired and the half time temp left their position allowing FPR the opportunity to consider an alternate approach to effectively administering outdoor recreation grants with this new admin grant support from the NPS. The combination of changes in staff and the NPS admin grant will allow us to bring on an additional two full time staff without additional pressure on the general fund.

For this first year of making admin grants available to states, the NPS is requiring budgets be limited to one year of salary and benefits. However, they have already indicated that admin grants are expected to be approved for another round and are making the case for establishing admin grants permanently. These positions are expected to be able to be sustained with ongoing federal admin funds and state special funds. Once the VOREC special funds are expended, state recreation trails funds will be used to make up the non-federal portion of the budget.

Please find the following documents enclosed:

- DHR JFO Limited-Service Position Request Form
- Request for Reclassification Form
- Updated Organizational Chart
- Fiscal Analysis for Limited Service Position Request

Please let me know if we can provide additional information.

STATE OF VERMONT Joint Fiscal Committee Review Limited Service - Grant Funded Position Request Form

This form is to be used by agencies and departments when additional grant funded positions are being requested. Review and approval by the Department of Human Resources must be obtained prior to review by the Department of Finance and Management. The Department of Finance will forward requests to the Joint Fiscal Office for JFC review. A Request for Classification Review Form (RFR) and an updated organizational chart showing to whom the new position(s) would report must be attached to this form. Please attach additional pages as necessary to provide enough detail.

Agency/Department: Agency of Natural Resources/Forests, Parks and Recreation Date: 9/21/23

Name and Phone (of the person completing this request): Becca Washburn (802) 793-3432

Request is for:

- Positions funded and attached to a new grant.
- Positions funded and attached to an existing grant approved by JFO # N/A See below

1. Name of Granting Agency, Title of Grant, Grant Funding Detail (attach grant documents):

National Park Service, Land & Water Conservation Fund (LWCF) - State and Local Assistance, Admin Grant, \$75,928. (Established in 1965)
Federal Highway Administration, Recreation Trail Program (RTP) - Federal Aid Project Agreement. \$65,826 (Established in 1991)

2. List below titles, number of positions in each title, program area, and limited service end date (information should be based on grant award and should match information provided on the RFR) position(s) will be established only after JFC final approval:

<u>Title* of Position(s) Requested</u>	<u># of Positions</u>	<u>Division/Program</u>	<u>Grant Funding Period/Anticipated End Date</u>
Grants Specialist, 2 positions,		Division of Lands Administration & Recreation, Lands Administration,	10/1/2023 - 9/30/2024

*Final determination of title and pay grade to be made by the Department of Human Resources Classification Division upon submission and review of Request for Classification Review.

3. Justification for this request as an essential grant program need:

These positions represent an essential need as responsibilities include stewardship of 500+ past grantees, management of approximately 75 active grants as well as outreach involved in annual grant cycles. The positions would be more than 70% federally funded from LWCF and RTP. FPR has been receiving these federal funds for over 30 years and a recent change in authorizing language allows funds be used for positions. This funding is assigned to existing Catalog of Federal Domestic Assistance (CFDA) numbers – meaning that it is additional funding going into existing programs and augmenting existing funding sources which are also already authorized under the FPR FY24 budget.

I certify that this information is correct and that necessary funding, space and equipment for the above position(s) are available (required by 32 VSA Sec. 5(b)).

Danielle Fitzko 9/21/2023
59E1AAB4753549E

Signature of Agency or Department Head Date

 Aimee Pope Date: 2023.09.22 08:43:55 -04'00'

Approved/Denied by Department of Human Resources Date

Adam Greshin Digitally signed by Adam Greshin Date: 2024.02.21 12:07:48 -05'00'

Approved/Denied by Finance and Management Date

Sean Brown 2/23/2024 | 11:28:07 EST
F643164ERC83432

Approved/Denied by Secretary of Administration Date

[Signature] 3/19/24

Approved/Denied by Governor (required as amended by 2019 Leg. Session) Date

[Signature]

Comments:

VERMONT DEPARTMENT OF PERSONNEL
Request for Classification Review
Position Description Form A

- **This form is to be used by managers and supervisors to request classification of a position (filled or vacant) when the duties have changed, and by managers and supervisors to request the creation of a new job class/title (for a filled, vacant, or new position), and by employees to request classification of their position.**
- This form was designed in Microsoft Word to download and complete on your computer. This is a form-protected document, so information can only be entered in the shaded areas of the form.
- If you prefer to fill out a hard copy of the form, contact your Personnel Officer.
- To move from field to field use your mouse, the arrow keys or press Tab. Each form field has a limited number of characters. Use your mouse or the spacebar to mark and unmark a checkbox.
- Where additional space is needed to respond to a question, you might need to attach a separate page, and number the responses to correspond with the numbers of the questions on the form. Please contact your Personnel Officer if you have difficulty completing the form.
- The form must be complete, including required attachments and signatures or it will be returned to the department's personnel office. All sections of this form are required to be completed unless otherwise stated.

INSTRUCTIONS: Tell us about the job. The information you provide will be used to evaluate the position. It will not be used in any way to evaluate an employee's performance or qualifications.

Answer the questions carefully. The information you give will help ensure that the position is fairly evaluated. Here are some suggestions to consider in completing this questionnaire:

- Tell the **facts** about what an employee in this position is actually expected to do.
- Give **specific examples** to make it clear.
- Write in a way so a person unfamiliar with the job will be able to understand it.
- Describe the job **as it is now**; not the way it was or will become.
- Before answering each question, read it carefully.

To Submit this Request for Classification Review: If this is a filled position, the employee must sign the original* and forward to the supervisor for the supervisor's review and signature. The Personnel Officer and the Appointing Authority must also review and sign this request before it is considered complete. The effective date of review is the beginning of the first pay period following the date the complete Request for Classification Review is date stamped by the Classification Division of the Department of Personnel.

*An employee may choose to sign the form, make a copy, submit original to supervisor as noted above, while concurrently sending the copy to the Classification Division, 144 State Street, Montpelier, with a cover note indicating that the employee has submitted the original to the supervisor and is submitting the copy as a **Concurrent** filing.

If this is a request (initiated by employees, VSEA, or management) for review of all positions in a class/title please contact the appropriate Classification Analyst or the Classification Manager to discuss the request prior to submitting.

Request for Classification Review Position Description Form A

For Department of Personnel Use Only

Notice of Action # _____ Action Taken: _____ New Job Title _____ Current Class Code _____ New Class Code _____ Current Pay Grade _____ New Pay Grade _____ Current Mgt Level ___ B/U ___ OT Cat. ___ EEO Cat. ___ FLSA ___ New Mgt Level ___ B/U ___ OT Cat. ___ EEO Cat. ___ FLSA ___ Classification Analyst _____ Date _____ Effective Date: _____ Comments: _____ Date Processed: _____ Willis Rating/Components: Knowledge & Skills: _____ Mental Demands: _____ Accountability: _____ Working Conditions: _____ Total: _____	Date Received (Stamp)
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Incumbent Information:

Employee Name: Employee Number:
 Position Number: Current Job/Class Title:
 Agency/Department/Unit: Work Station: Zip Code:
 Supervisor's Name, Title, and Phone Number:
 How should the notification to the employee be sent: employee's work location or other address, please provide mailing address:

New Position/Vacant Position Information:

New Position Authorization: Request Job/Class Title:
 Position Type: Permanent or Limited / Funding Source: Core, Partnership, or Sponsored
 Vacant Position Number: Current Job/Class Title:
 Agency/Department/Unit: Work Station: Zip Code:
 Supervisor's Name, Title and Phone Number:

Type of Request:

- Management:** A management request to review the classification of an existing position, class, or create a new job class.
- Employee:** An employee's request to review the classification of his/her current position.

1. Job Duties

This is the **most critical** part of the form. Describe the activities and duties required in your job, **noting changes (new duties, duties no longer required, etc.) since the last review**. Place them in order of importance, beginning with the single most important activity or responsibility required in your job. The importance of the duties and expected end results should be clear, including the tolerance that may be permitted for error. Describe each job duty or activity as follows:

- **What** it is: The nature of the activity.
- **How** you do it: The steps you go through to perform the activity. Be specific so the reader can understand the steps.
- **Why** it is done: What you are attempting to accomplish and the end result of the activity.

For example a Tax Examiner might respond as follows: **(What)** *Audits tax returns and/or taxpayer records.* **(How)** *By developing investigation strategy; reviewing materials submitted; when appropriate interviewing people, other than the taxpayer, who have information about the taxpayer's business or residency.* **(Why)** *To determine actual tax liabilities.*

Program Administration: This position will be part of a team responsible for oversight of three state and federal grant programs. Responsibilities will include developing and implementing an annual work plan that ensures applications and reporting deadlines are met and programs are administered in compliance with applicable requirements. The position will maintain regular contact with state and federal funders to stay up to date on changing requirements and continuous improvement opportunities.

Grant Management: This position will be responsible for compiling materials into grant packages for projects funded through the three programs, overseeing internal and external review of grants being executed and the ongoing monitoring of active grants which will include reimbursement requests, general inquiries and often requests for amendments. The Grants Specialist will also be responsible for overseeing accurate documentation of grant closeout.

Communication and Outreach: This position will be part of a team responsible for designing and launching annual competitive grant rounds, updating websites and other materials with information about grant opportunities, providing guidance and technical assistance and hosting informational sessions to support applicants development of project proposals. This position will also be responsible for managing one or more selection committees for the annual grant selection process.

Financial Management: This position will work closely with staff in the business office to ensure accurate monitoring of active grants, as well as timely reporting and closeout.

Stewardship & Monitoring: This position will carry out ongoing monitoring for compliance with program requirements including regularly surveys and conversations with 500+ past grantees as well as frequent site visits. In the case of grantees that receive Land & Water Conservation Funds, this position will regularly respond to inquiries about proposed changes in land use or activities to determine compliance with the program. In some instances, this position will need to coordinate a complex federal process called a "Conversion of Use."

2. Key Contacts

This question deals with the personal contacts and interactions that occur in this job. Provide brief typical examples indicating your primary contacts (**not** an exhaustive or all-inclusive list of contacts) other than those persons to whom you report or who report to you. If you work as part of a team, or if your primary contacts are

with other agencies or groups outside State government describe those interactions, and what your role is. For example: you may *collaborate, monitor, guide, or facilitate change*.

The Grants Specialist will regularly interact with members of the public (volunteers, municipal and non-profit staff) as potential applicants and grantees to provide guidance and answer questions about any one of the grant programs. The Grant Specialist will be responsible for maintaining a productive and strong relationship with federal funding partners including the Federal Highway Administration and the National Park Service. Internal to the State, the Grant Specialist will regularly collaborate with the business office to ensure efficient and effective financial grant administration as well as recreation program staff to ensure administration of the grants aligns with statewide recreation goals and priorities. The Grant Specialist will also collaborate with staff from AOT, DEC, DFW and DHP to ensure grant programs and grantees specifically are in compliance with permitting and other program requirements.

3. Are there licensing, registration, or certification requirements; or special or unusual skills necessary to perform this job?

Include any special licenses, registrations, certifications, skills; (such as counseling, engineering, computer programming, graphic design, strategic planning, keyboarding) including skills with specific equipment, tools, technology, etc. (such as mainframe computers, power tools, trucks, road equipment, specific software packages). Be specific, if you must be able to drive a commercial vehicle, or must know Visual Basic, indicate so.

This position will need to have a mastery of excel to track the multitude of details for grantees in each program. The Grant Specialist will also be expected to efficiently and effectively navigate federal applications and reporting requirements.

4. Do you supervise?

In this question "supervise" means if you direct the work of others where you are held **directly** responsible for assigning work; performance ratings; training; reward and discipline or effectively recommend such action; and other personnel matters. List the names, titles, and position numbers of the classified employees reporting to you:

This position will not supervise.

5. In what way does your supervisor provide you with work assignments and review your work?

This question deals with how you are supervised. Explain how you receive work assignments, how priorities are determined, and how your work is reviewed. There are a wide variety of ways a job can be supervised, so there may not be just one answer to this question. For example, some aspects of your work may be reviewed on a regular basis and in others you may operate within general guidelines with much independence in determining how you accomplish tasks.

The Grant Specialist will be part of a team responsible for the annual administration of three state and federal grant programs. The team's work will be guided by an annual workplan which will be reviewed and monitored by the team with leadership provided by the Grant Program Manager. The Grant Program Manager will hold regular one on one meetings as well as team meetings to ensure staff are well supported and receiving the direction they need to successfully carry out their responsibilities. With this supporting framework in place, the Grant Specialist, will be expected to perform duties independently.

6. Mental Effort

This section addresses the mental demands associated with this job. Describe the most mentally challenging part of your job or the most difficult typical problems you are expected to solve. Be sure to give a specific response and describe the situation(s) by example.

- For example, a purchasing clerk might respond: *In pricing purchase orders, I frequently must find the cost of materials not listed in the pricing guides. This involves locating vendors or other sources of pricing information for a great variety of materials.*
- Or, a systems developer might say: *Understanding the ways in which a database or program will be used, and what the users must accomplish and then developing a system to meet their needs, often with limited time and resources.*

The Grants Specialist will be expected to become an expert in the requirements of three state and federal grant programs in order to ensure consistent compliance by the State and by grantees. At any one time, the team of which the Grants Specialist is a member, will be managing more than 75 active grants ranging from \$30,000 to \$1,000,000 for a range of projects including constructing park wastewater systems to developing recreation educational curriculums. Federal programs are complex, the projects being funded are varying and require the ability to build knowledge and pivot quickly from one type of project to another. Active grants will be in varying stages of completion requiring the Grants Specialist to process a significant level of detail in a fast paced environment. This position will also be managing this complexity while working with grantees with varying levels of experience with grant administration and must do so with a commitment to public service.

7. Accountability

This section evaluates the job's expected results. In weighing the importance of results, consideration should be given to responsibility for the safety and well-being of people, protection of confidential information and protection of resources.

What is needed here is information not already presented about the job's scope of responsibility. What is the job's most significant influence upon the organization, or in what way does the job contribute to the organization's mission?

Provide annualized dollar figures if it makes sense to do so, explaining what the amount(s) represent.

For example:

- A social worker might respond: *To promote permanence for children through coordination and delivery of services;*
- A financial officer might state: *Overseeing preparation and ongoing management of division budget: \$2M Operating/Personal Services, \$1.5M Federal Grants.*

The Grants Specialist will be part of a team responsible for the administration of between \$3MM and \$8MM in state and federal funding annually in the form of grants to municipalities and non profit organizations. As many as 75 grants will be active at one time and grant amounts range from \$30,000 to \$1,000,000. Grant administration is expected to meet state and federal standards while being easy to access for small and rural communities as well as highly staffed communities. Deadlines for federal applications and state and federal reporting are inflexible and must be met to ensure programs are in good standing. The Grant Specialist will also be responsible for the ongoing monitoring for compliance with the grant programs and may need to engage grantees in difficult conversations about resolving compliance issues.

8. Working Conditions

The intent of this question is to describe any adverse conditions that are routine and expected in your job. It is not to identify special situations such as overcrowded conditions or understaffing.

- a) What significant mental stress are you exposed to? All jobs contain some amount of stress. If your job stands out as having a significant degree of mental or emotional pressure or tension associated with it, this should be described.

Type	How Much of the Time?
Significant workload with fixed deadlines	25%

- b) What hazards, special conditions or discomfort are you exposed to? (Clarification of terms: **hazards** include such things as potential accidents, illness, chronic health conditions or other harm. Typical examples might involve exposure to dangerous persons, including potentially violent customers and clients, fumes, toxic waste, contaminated materials, vehicle accident, disease, cuts, falls, etc.; and **discomfort** includes exposure to such things as cold, dirt, dust, rain or snow, heat, etc.)

Type	How Much of the Time?
Site Visits	10%

- c) What weights do you lift; how much do they weigh and how much time per day/week do you spend lifting?

Type	How Heavy?	How Much of the Time?

- d) What working positions (sitting, standing, bending, reaching) or types of effort (hiking, walking, driving) are required?

Type	How Much of the Time?
Sitting	90%
Walking	10%

Additional Information:

Carefully review your job description responses so far. If there is anything that you feel is important in understanding your job that you haven't clearly described, use this space for that purpose. Perhaps your job has some unique aspects or characteristics that weren't brought out by your answers to the previous questions. In this space, add any additional comments that you feel will add to a clear understanding of the requirements of your job.

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Employee's Signature (**required**): _____ Date: _____

Supervisor's Section:

Carefully review this completed job description, but **do not** alter or eliminate any portion of the original response. Please answer the questions listed below.

1. What do you consider the most important duties of this job and why?

This position will need to balance the rigorous requirements of grant management while providing varying degrees of technical assistance and guidance to applicants and grantees. This will require mastery of the various programs combined with the ability to communicate clearly and supportively to anyone requesting assistance. The commitment to public service will also need to be paired with the ability to process and manage a significant amount of details within a rigid timeline.

2. What do you consider the most important knowledge, skills, and abilities of an employee in this job (not necessarily the qualifications of the present employee) and why?

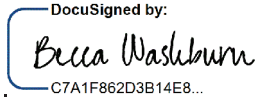
This position will need to be proficient with excel and other Microsoft office tools, be a good oral and written communicator, possess knowledge of state and federal grant programs, and have a commitment to public service.

3. Comment on the accuracy and completeness of the responses by the employee. List below any missing items and/or differences where appropriate.

N/A

4. Suggested Title and/or Pay Grade:

Grants Specialist - PG22

Supervisor's Signature (required):  Date: 8/24/2023

Personnel Administrator's Section:

Please complete any missing information on the front page of this form before submitting it for review.

Are there other changes to this position, for example: Change of supervisor, GUC, work station?

Yes No If yes, please provide detailed information.

Attachments:

- Organizational charts are **required** and must indicate where the position reports.
- Draft job specification is **required** for proposed new job classes.

Will this change affect other positions within the organization? If so, describe how, (for example, have duties been shifted within the unit requiring review of other positions; or are there other issues relevant to the classification review process).

Suggested Title and/or Pay Grade:

Personnel Administrator's Signature (required): _____ Date: _____

Appointing Authority's Section:

Please review this completed job description but **do not alter** or eliminate any of the entries. Add any clarifying information and/or additional comments (if necessary) in the space below.

N/A

Suggested Title and/or Pay Grade:

As reviewed.

DocuSigned by:
Danielle Fitzko
5BE1AA84753549F...

8/24/2023

Appointing Authority or Authorized Representative Signature (required)

Date

Run Date: 04/27/2023
Run Time: 15:51:50

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A
Page 1 of 2

RECIPIENT: 50-Vermont

FEDERAL PROJECT NO: RECT024

UEI (SAM): K5ZLF422BS36

RECIPIENT PROJ. NO(S):

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration's authorization to proceed with the project.

PROJECT TITLE: STATEWIDE, NATIONAL RECREATION TRAILS ADMIN.

PROJECT DESCRIPTION: STATEWIDE, NATIONAL RECREATION TRAILS ADMINISTRATION.

DUNS#:

SUB-ORG UEI (SAM):

SUB-ORG NAME:

PROJECT END DATE: 03/31/2026

**CLASSIFICATION OF PHASE OF WORK
TO BE PUT UNDER AGREEMENT**

**EFFECTIVE DATE OF
AUTHORIZATION**

HIGHWAY PLANNING & RESEARCH

PRELIMINARY ENGINEERING

RIGHT-OF-WAY

CONSTRUCTION

OTHER

04/25/2023

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
Y940	693JJ22330000Y940VTRECT024		\$745,135.00	80.00%	\$589,205.00	\$0.00
YR10	693JJ22330000YR10VTRECT024		\$81,187.00	81.08%	\$65,826.00	\$0.00
TOTAL			\$826,322.00		\$655,031.00	\$0.00

ESTIMATED TOTAL COST: \$826,322.00
TOTAL AUTHORIZED FOR PROJECT: \$655,031.00

TRANSPORTATION, VERMONT AGENCY OF

AVAILABLE FUNDS CERTIFIED BY:	James Hoffman	DATE:	04/24/2023
APPROVED AND REQUESTED BY:	Marvin Kingsbury	DATE:	04/24/2023
AGRMT/MODIFY REQUESTED BY:	Marvin Kingsbury	DATE:	04/24/2023

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:	Ashley Gonyaw	DATE:	04/25/2023
APPROVAL RECOMMENDED BY:	Ashley Gonyaw	DATE:	04/25/2023
APPROVED AND AUTHORIZED BY:	Patrick Kirby	DATE:	04/25/2023

RECIPIENT REMARKS: 4/24/23 - Requesting \$589,205.00 under Y940 for Admin., and \$65,826.00 under YR10 for Admin. Per Section I.E. of the INDIRECT COST NEGOTIATION AGREEMENT BETWEEN THE VERMONT AGENCY OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION executed on March 16, 2021: EFFECTIVE JULY 01, 2022 – JUNE 30, 2023 (SFY23) The Vermont Agency of Transportation will apply an indirect cost rate of 0.00% to Direct Salaries and Wages exclusive of extraordinary or distorting expenditures.

DIVISION REMARKS: 4/25/2023 - Approve request to initiate new project with \$589,205.00 under Y940 for Admin., and \$65,826.00

Run Date: 04/27/2023
Run Time: 15:51:50

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A
Page 2 of 2

under YR10 for Admin. PAK

Fiscal Analysis of Limited-Service Position Request

REVENUES	Fiscal Year 2024	Fiscal Year 2025
Federal Funds (Rec Trails Program & LWCF)	\$70,878	\$70,878
Special Funds (State Rec Trails Fund & VOREC funds)	\$28,939	\$37,345
TOTAL	\$99,817	\$108,223

EXPENDITURES	Fiscal Year 2024	Fiscal Year 2025
2x Grants Specialist Positions		
PG 22 - Grants Specialist - Salary	\$52,312	\$53,881
PG 22 - Grants Specialist - Benefits	\$47,505	\$54,342
TOTAL	\$99,817	\$108,223

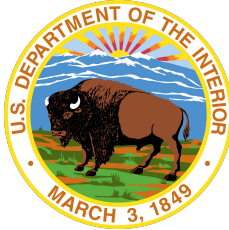
* Hire two Grants Specialists (PG22) in January 2024. Fiscal Year 2024 figures are for 2 positions filled for 6 months. Fiscal Year 2025 figures are for 2 positions filled for 6 months.

** Funding for these positions come from a combination of federal and state monies. There was a change in the appropriations act authoring Land and Water Conservation Funds (LWCF), allowing the National Park Service to retain funds for states to provide administrative staff support.

*** VOREC funds are FY22 one-time funds carried forward for the purpose of supporting the budget for these two positions. Existing state rec trails funds are available to support these positions subject to continued federal funds.

1. DATE ISSUED MM/DD/YYYY 09/25/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.916 - Outdoor Recreation Acquisition, Development and Planning			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P23AP02334-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN P23AP02334		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2023		Through MM/DD/YYYY 09/30/2024	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2023		Through MM/DD/YYYY 09/30/2024	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

8. TITLE OF PROJECT (OR PROGRAM) 50-00676 Vermont LWCF Capacity Building Project	
9a. GRANTEE NAME AND ADDRESS DEPARTMENT OF FORESTS PARKS & RECREATION VERMONT 1 National Life Drive Davis 2 Montpelier, VT, 05620-0001	9b. GRANTEE PROJECT DIRECTOR Ms. Becca Washburn 1 National Life Drive Davis 2 Montpelier, VT, 05620-0001 Phone: 802-793-3432
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Becca Washburn 1 National Life Drive Davis 2 Montpelier, VT, 05620-0001 Phone: 802-793-3432	10b. FEDERAL PROJECT OFFICER Toyya Mahoney 100 Alabama St. SW Atlanta, GA, 30303 Phone: 702-465-2413

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 75,928.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages	\$ 83,437.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits	\$ 33,375.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 75,928.00	
c. Total Personnel Costs	\$ 116,812.00	13. Total Federal Funds Awarded to Date for Project Period \$ 75,928.00	
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 18,788.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 9,800.00	a. 2	\$
g. Construction	\$ 0.00	b. 3	\$
h. Other	\$ 3,550.00	c. 4	\$
i. Contractual	\$ 6,000.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 154,950.00	e. 6	\$
k. INDIRECT COSTS	\$ 0.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 154,950.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 75,928.00	a. DEDUCTION	
n. Non-Federal Share	\$ 79,022.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		e	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)
No program income

GRANTS MANAGEMENT OFFICIAL:
Matthew Whitlow, Outdoor Recreation Planner
601 Riverfront Drive
Omaha, NE, 68102-6810
Phone: 402-661-1572

17. VENDOR CODE 0071433909		18a. UEI F1SBHQZMKZ3		18b. DUNS 809376338		19. CONG. DIST. 00	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051042373-00010	\$75,928.00	10/01/2023	09/30/2024	5035	23GW LWCF ADMIN GRANT (VT)	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 09/25/2023
GRANT NO. P23AP02334-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	12/31/2023	Semi-Annual	03/30/2024
01/01/2024	06/30/2024	Semi-Annual	09/28/2024
07/01/2024	09/30/2024	Final	01/28/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	12/31/2023	Semi-Annual	03/30/2024
01/01/2024	06/30/2024	Semi-Annual	09/28/2024
07/01/2024	09/30/2024	Final	01/28/2025

AWARD ATTACHMENTS

DEPARTMENT OF FORESTS PARKS & RECREATION VERMONT

P23AP02334-00

1. 50-00676 Grant Agreement
2. General Provisions
3. 50-00676 Cat Ex
4. Budget

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
DEPARTMENT OF FORESTS PARKS RECREATION VERMONT

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I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will result in enhanced communication and outreach, a streamlined grant application process, more efficient grant evaluation and selection, improved financial management and accountability, and more education and training. The recipient will complete site inspections to maintain a reasonable monitoring rotation and digitize LWCF grant files and georeference boundary maps with the goal of creating a GIS layer with spatial data about past LWCF projects.
- B. Project Objectives – The recipient will hire new staff, integrate community grant application and review process into current grant system, oversee active LWCF grants, perform pre-award site inspections for all Letter of Interest submissions, and execute grant agreements projects; develop and begin to implement stewardship and monitoring system, complete site inspections and provide grantees with LWCF signs to post on-site as needed, and project files digitized with consistent naming convention and file architecture and added to LWCF data layer

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The Vermont LWCF Capacity Building project aims to establish an efficient and effective system for managing and distributing LWCF grants to eligible projects as well as meet the ongoing stewardship obligations of the LWCF program in Vermont. An administrative grant from the NPS would be used to create two new grant specialist positions that would be supervised by the existing Outdoor Recreation Grant Manager. This team of three would be responsible for administration of state and federal funds supporting outdoor recreation

investments in Vermont. This team would carry out the objectives listed above with support from the statewide Recreation Program Manager, the Director of Lands Administration and Recreation and the financial management staff specializing in grant administration in the Department of Forests, Parks and Recreation's (FPR) business office.

FPR is responsible for the administration of three existing outdoor recreation grant programs totaling approximately \$8MM annually available as grants to municipalities and non-profit organizations. The programs include LWCF, the federal Recreation Trails Program and the Vermont Outdoor Recreation Economic Collaborative (VOREC) grant program. Previously, one staff person was responsible for administering the federal RTP program and another staff member carried out the responsibilities of LWCF and VOREC among many other duties unrelated to grant administration. In this staff structure, FPR was able to dedicate less than .25FTE to the administration of LWCF and was not benefiting from a more holistic approach to outdoor recreation grant administration. By establishing a team of three with mastery in each of the grant programs and responsibilities associated with each, FPR will be able to better ensure the priorities outlined in Vermont's SCORP are being advanced with every dollar of grant funds committed to outdoor recreation while significantly increasing the staff capacity dedicated to LWCF.

The Vermont LWCF Capacity Building project aims to optimize the allocation and management of LWCF funds, fostering the conservation and enhancement of natural landscapes and outdoor recreational opportunities. By streamlining the grant application process, enhancing communication, ensuring financial accountability, and developing a system for monitoring and data management, we will create a robust framework that maximizes the impact of LWCF grants. Through these efforts, we will strive to promote environmental stewardship and enhance public access to outdoor spaces.

The Recipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. The recipient will build capacity to better address management of the LWCF program.
3. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.

4. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
 5. Verify actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
 6. Submit annual and final performance and financial reports in accordance with Article IX.
 7. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST-SHARE REQUIREMENT

At least 50.99% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$75,928 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as reimbursable in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

- A. Personnel and Fringe Costs: During the first reporting period recipient must, provide certification of internal controls that accurately reflect the work performed and comply with the established policies and practices of the organization. See 2 C.F.R. § 200.430 and § 200.431. Charges must be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable, and properly allocated. And where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives. Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee’s actual work performed. If required match was prior to the award issue date, documentation or certification must be made prior to drawing down funds.

- B. The initial performance and federal financial reports shall specifically identify and report on activities performed and costs incurred during the pre-award period before award issuance as identified in Article VII. Any out-dated or incomplete documents, such as expiring Negotiated Indirect Cost Rate Agreements, shall be updated and/or included in the first progress reporting period.

XI. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

- A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

- d) Any other criminal, civil, or administrative proceeding if:
1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov, Create Accessible Digital Products](#). All accessible digital content must conform to the requirements and techniques of the [Web Content Accessibility Guidelines \(WCAG\) 2.0 or later, Level AA Success Criteria](#).

- a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting

additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of

an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to

public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- Drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United State—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55

percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica/. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424A – Budget Information for Non-Construction Programs

Attachment E. SF-424B – Assurances for Non-Construction Programs

Attachment F. Project Application and Attachments

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

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

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

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

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

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

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

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

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

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

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

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

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

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.



National Park Service
U.S. Department of the Interior

Land and Water Conservation Fund
Date: 09/21/2023

Categorical Exclusion Documentation Form (CE Form)

Project: LWCF Administrative Grant (Programmatic CE 2023)

Description of Action (Project Description):

The Land and Water Conservation Fund (LWCF) State Assistance Program was established by the LWCF Act of 1965 (Public Law 88-578) and is enacted as positive law at 54 U.S.C. § 200301 et seq. (hereinafter, “the LWCF Act”). Its purpose is to stimulate a nationwide action program to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. The program provides matching grants to States and through States to local units of government, for the acquisition and development of public outdoor recreation sites and facilities. Grant funds are also available, to States only, for fulfilling the comprehensive outdoor recreation planning requirements of the program. Additionally, The FY2023 Consolidated Appropriations Act, P.L. 117-328, included a provision fulfilling the President’s request to allow the National Park Service (NPS) to retain up to 7 percent of the FY2023 State Conservation Grants funding in order to provide to States, the District of Columbia, and Insular Areas (herein referred to as “states”) with 50:50 matching grants to support state administration of the Land and Water Conservation Fund (LWCF) State and Local Assistance (SLA) Program. The administrative grant to states from NPS LWCF is intended to help the states build capacity to more effectively administer their LWCF programs, as well as providing support for costs that may not properly be charged directly or indirectly to a project grant (such as the cost to administer post-project completion stewardship).

The administrative grant has gone through an application process in tandem with the state and NPS, and the NPS will individually approve each state’s administrative grant in FY23. It has been determined that this action can be documented under a programmatic Categorical Exclusion (CE), in accordance with the National Environmental Policy Act (NEPA) and NPS policies. In addition, under Section 106 of the National Historical Preservation Act (NHPA) this action has no potential to affect historical properties as this action is purely administrative. This programmatic compliance will be reviewed annually and when funding is made available for administrative grants in future fiscal years. The projects covered under this programmatic CE will be implemented in 2023 through 2024.

Project Locations:

Nationwide- all states and insular territories are eligible for this administrative grant.

There are no required mitigations identified.

CE Citation:

3.2.P Plans, including priorities, justifications, and strategies, for non-manipulative research, monitoring, inventorying, and information gathering.

CE Justification:

This administrative grant is an agreement between NPS LWCF and state agencies for plans and studies. No other work will be covered under this administrative programmatic CE.

Decision: I find that the action fits within the categorical exclusion above. Therefore, I am categorically excluding the described project from further NEPA analysis. No extraordinary circumstances listed in Section 3.5 of the NPS NEPA Handbook apply.



9/23/2023

Neal Bedlan, LWCF Regional Manager

Extraordinary Circumstances:

If implemented, would the proposal...	Yes/No	Explanation
A. Have significant impacts on public health or safety?	No	Administrative only action.
B. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas?	No	Administrative only action.
C. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources (NEPA section 102(2)(E))?	No	Administrative only action.
D. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	No	Administrative only action.
E. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	No	Administrative only action.
F. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?		Administrative only action.
G. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office?	No	Administrative only action.
H. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?	No	Administrative only action.
I. Violate a federal, state, local or tribal law or requirement imposed for the protection of the environment?	No	Administrative only action.
J. Have a disproportionately high and adverse effect on low income or minority populations (EO 12898)?	No	Administrative only action.
K. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)?	No	Administrative only action.
L. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?	No	Administrative only action.

Budget Narrative

Vermont LWCF Capacity Building Project

The primary costs included in this grant are associated with hiring two additional grants staff and adding LWCF administration to an existing staff position that had been focused exclusively on administration of the federal Recreation Trail Grant Program (RTP). This team of three, with support from the Department's business office grants staff, will dedicate 33% of their time to LWCF program administration, LWCF grant management and stewardship of existing LWCF funded sites. In addition to LWCF, the team will also administer the RTP program and a state funded outdoor recreation grant program. Beyond personnel and fringe costs, the budget for this grant includes travel, supplies and materials, FPR's participation in SORP, and contractual work to digitize and develop a geospatial layer of Vermont's LWCF projects. **A detailed explanation of each line item of the budget is included below. State match sources include state general fund, state recreational trails funds, and Vermont lands and facilities trust funds.**

Budget	Federal	State Match	Total Grant Budget	
Salary	54,234	29,203	83,437	See Salary Calculation
Benefits	21,694	11,681	33,375	See Benefits Detail
Travel		9,800	9,800	See Travel Detail
Supplies/Materials		18,788	18,788	See Supplies and Materials Detail
Contractual		6,000	6,000	See Contractual Detail
Training/Education		3,550	3,550	See Training and Education Detail
Total	75,928	79,022	154,950	
Federal Share	49.001%			
State/Other Share	50.99%			

Salary Calculation

Position Title/Position Number	Employee Name	Hrly Rate	Annual Salary	% FTE Charged to Grant	Salary Expense
Director, Lands Admin & Rec (DLAR)	Rebecca Washburn	44.00	94,564.87	5%	4,728.24
Recreation Program Manager	Claire Polfus	34.10	73,287.77	10%	7,328.78
Grant Program Manager (Business)	Mo Reilly	35.91	77,177.83	20%	15,435.57
Grant Program Manager (DLAR)	TBD (in recruitment)	28.58	61,424.18	33%	20,269.98
Grant Specialist (DLAR)	TBD	25.15	54,052.42	33%	17,837.30
Grant Specialist (DLAR)	TBD	25.15	54,052.42	33%	17,837.30
			-		0.00
Total FTEs ---					
>				1.34	

Subtotal

83,437.16

Salary Detail

The proportion of time from the Director of Lands Admin and Recreation, the Recreation Program Manager and the Grant Program Manager (Business) being allocated to achieving the deliverables of this grant are being applied as match in this budget. The Grant Program Manager and two Grants Specialists will dedicate 33% of their time funded by the LWCF Admin Grant to carrying out the deliverables of this grant.

Benefits Detail

Vermont's fringe rate is 40% and it includes social security and Medicare, health and dental insurance, life insurance, employee assistance plan and retirement.

Travel Detail

Vermont's mileage reimbursement rate is currently .655/mile. This rate was applied to the number of site visits required to achieve the deliverables of this grant with the expectation that some stewardship and monitoring and pre-application work might require multiple visits (\$4,500). This line item also includes estimated travel expenses for instate travel to one recreation conference (\$100) and out of state travel expenses for three people to attend the National Outdoor Recreation Conference (NORC) in 2024 (\$5,200).

Supplies/Materials Detail

This portion of the budget includes direct, allowable costs as per the LWCF Administrative Guidance Process and Procedures with the proportionate share of each FTE in the chart above dedicated to LWCF administration applied to the unit cost. Two computers for the two new staff (\$1650) and 1 iPad for field work (\$330), LWCF signs for grantees to ensure compliance with LWCF program (\$1000), IT support and software including Microsoft Office Suite and ArcGIS (\$3,000), rent and office furniture (\$11,808) and office supplies (\$1,000).

Contractual Detail

This grant includes funds to hire a contractor to digitize LWCF grant files and georeference 6(f) maps with the goal of creating a GIS layer with spatial data about past LWCF projects. All work will be in compliance with the Department of the Interior (DOI) data requirements.

Training and Education Detail

The budget includes membership for 5 staff to the Society of Outdoor Recreation Professionals (SORP) (\$350). In addition, the budget includes estimated registration fees for 5 staff to attend one in-state recreation conference (\$1,200) and estimated registration for three people to attend the NORC conference in 2024 (\$2,000).

DEPARTMENT OF FORESTS, PARKS AND RECREATION ORGANIZATION CHART LANDS ADMINISTRATION & RECREATION

August 23, 2023

