



# NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

January 10, 2019

Board of Commissioners  
Clackamas County  
Board of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of Amendment #1 to the Grant Agreement with Oregon Parks and Recreation Department (OPRD) and the City of Milwaukie for the Development of Wichita Park

<b>Purpose/Outcomes</b>	Extends the OPRD grant agreement providing funding to implement the development of Wichita Park in the City of Milwaukie
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	North Clackamas Parks and Recreation District funds
<b>Duration</b>	Effective when signed and terminates May 30, 2019
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• BCC Business Meeting February 25, 2016 – Approval of a resolution to apply for the grant (Board Order 2016-23)</li> <li>• BCC Business Meeting November 23, 2016 – Approval of the Grant Agreement</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Honor, utilize, promote and invest in our natural resources</li> <li>2. Build public trust through good government</li> </ol>
<b>Contact Person</b>	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning &amp; Development Manager</i> , 503-742-4358

**BACKGROUND:**

The North Clackamas Parks and Recreation District (“NCPRD”), a division of Business and Community Services, requests the approval of Amendment #1 to a Land and Water Conservation Fund Grant Agreement (“Agreement”) with Oregon Parks and Recreation Department.

The District Advisory Board and the NCPRD Board of Directors have identified neighborhood park improvements at Wichita Park, within the Linwood neighborhood in Milwaukie, as a high priority project need in the NCPRD 2007 Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan.

This grant agreement provides funding to implement development of neighborhood park elements at Wichita Park. The agreement terminated on October 31, 2018. The project got a later start than anticipated and construction lasted longer than the term of the original agreement. By extending the termination date, NCPRD is able to use grant funding through the completion of the project.

County Counsel has reviewed and approved the language of the amendment.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this amendment and authorizes the BCS Director, BCS Deputy Director or designee to sign all documents necessary to effectuate the same.

**ATTACHMENTS:**

1. Amendment #1 to Land and Water Conservation Fund Grant Agreement
2. Land and Water Conservation Fund Grant Agreement with Oregon Parks and Recreation Department, North Clackamas Parks and Recreation District, and City of Milwaukie for the Development of Wichita Park

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District

**AMENDMENT TO STATE/LOCAL AGREEMENT  
LAND AND WATER CONSERVATION FUND PROGRAM**

**This Amendment No. 1**, to OPRD Land and Water Conservation Fund Program Agreement #41-01595; OP2531, hereinafter referred to as "Agreement." Between the **State of Oregon**, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as "State," and **North Clackamas Parks and Recreation District** hereinafter referred to as "Grantee," and collectively referred to as the "Parties, effective as of **April 13, 2017**;

**NOW, THEREFORE**, OPRD and Sponsor agree as follows:

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment.** The Agreement is hereby amended as follows (unless otherwise indicated, new language is indicated by underlining and deleted language is italicized and bracketed):
  - a. Section 1 of the Agreement is amended as follows:

1. **Effective Date.** This Agreement shall become effective on the later of **October 15, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before [~~October 31, 2018~~] May 30, 2019. (Project Completion Date). No Grant Funds are available for any expenditures after the Project Completion Date. This Agreement expires on the earlier of the date final reimbursement is paid by State or 46 days after the Project Completion Date if State has not received Grantee's final request for reimbursement as provided in Section 6.b.iv.

Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this amendment to be properly executed by their authorized representatives as of the day and year hereinafter written.

North Clackamas Parks and Recreation  
Sponsor Title

Oregon Parks and Recreation Department

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

=====  
Recommended by:

\_\_\_\_\_  
Michele Scalise, Grant Program Coordinator  
Oregon Parks and Recreation Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jan Hunt, Grants Section Manager  
Oregon Parks and Recreation Department

\_\_\_\_\_  
Date

**STATE-LOCAL AGREEMENT  
LAND AND WATER CONSERVATION FUND**

**OPRD Grant Number: OP 2531**

**NPS Grant Number: 41- 01595**

**Project Title: Wichita Park Development**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as “State,” and **North Clackamas Parks and Recreation District**, and **City of Milwaukie**, hereinafter referred to as “Grantees,” and collectively referred to as the “Parties.”

**1. Effective Date.** This Agreement shall become effective on the later of October 15, 2016 or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **October 31, 2018** (Project Completion Date). No Grant Funds are available for any expenditures after the Project Completion Date. This Agreement expires on the earlier of the date final reimbursement is paid by State or 46 days after the Project Completion Date if State has not received Grantees’ final request for reimbursement as provided in Section 6.b.iv.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description; Grant Application**

Exhibit B: **Federal Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A.

**3. Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$530,000**. In accordance with the terms and conditions of this Agreement, State shall provide Grantees an amount not to exceed **\$265,000** or **50** percent of the total eligible Project Costs, whichever is less, of Grant Funds for eligible costs described in Section 6 hereof. Grantees shall provide matching funds or the equivalent in labor, materials, or services, in accordance with the rules, policies and guidelines for the Land and Water Conservation Fund governing eligible match, including for all Project Costs as described in Exhibit A

**4. Project; Notice to Proceed; Changes.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. Grantees may begin work upon receipt of a Notice to Proceed from the State and shall have one year from the date of the Notice to Proceed to commence substantial work (i.e., to award contracts for work or show at least 25% of the Project is complete). Failure to comply with this requirement may result in cancellation of the Project and termination of this Agreement and no expenses incurred by Grantees will be eligible for reimbursement. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 10.d hereof.



**5. Progress Reports.** At least once each three months beginning three months after the effective date of this Agreement, or with each reimbursement request if such requests are made more often than once every three months, Grantees shall submit progress reports to State on forms provided by State. A final report must be included with final request for reimbursement described in Section 6.b.iv.

**6. Disbursement and Recovery of Grant Funds.**

**a. Disbursement.** State shall disburse Grant Funds to Grantees in response to Grantees' properly submitted Requests for Reimbursement of Grantees' eligible costs and expenses incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. The source of the Grant funds is the United States Department of the Interior, National Park Service, as specified in the Land and Water Conservation Fund Project Agreement. State shall make reimbursements within 30 days of the approval by State of Grantees' request for reimbursement, provided that such request (1) is made using a form designated and provided by State; and (2) is supported by copies of project invoices and appropriate documentation confirming that project invoices have been paid. Grantees may submit payment requests no more than once per calendar quarter. State shall disburse up to **75 percent** of the Grant Funds to Grantees on a cost reimbursement basis upon approval of invoices submitted to State. State will disburse the final 25 percent of the Grant Funds upon approval by State of the Final Report and the completed Project. Grantees must submit the final request for reimbursement following completion of the Project and no later than 45 days after the Project Completion Date. If Grantees fails to submit the final request for reimbursement within 45 days after the Project Completion Date, State may elect not to disburse the final 25 percent of Grant Funds. Final payment will be made upon satisfactory completion, as determined by State, of the Project. Eligible costs are the reasonable and necessary costs incurred by Grantees in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit. Within 90 days of the earlier of the Project Completion Date or the Project Expiration Date, administrative and financial closeout of the Grant must occur. During this 90 day period, the following documents must be provided to the National Park Service before the Service can approve and process any Final Payment:

- i. a final report attesting to the completion of the project in accordance with the approved project agreement/amendment;
- ii. a final on-site inspection report for development projects;
- iii. a completed site plan (up to 14 inches x 17 inches in size) indicating the type and location of Fund-assisted facilities and/or acquired properties along with the official park or site name unless previously submitted or evident on the signed and dated Section 6(f) map;
- iv. a signed and dated Section 6(f)(3) project boundary map if more accurate than the current one in the NPS file including the delineation of any newly added parcels as a result of the project;
- v. if applicable, a completed certification (PD/ESF page 12) by the State Liaison Officer that the State has reviewed each appraisal associated with this project per federal requirements;
- vi. other required documentation not previously submitted; and
- vii. Digital images of completed project.

**b. Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Grantees is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Grantees are in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Grantees' representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Grantees have provided to State a request for reimbursement as described in Section 6.a

**c. Recovery of Grant Funds.** Any funds disbursed to Grantees under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Grantees shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Grantees shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Grantees.** Grantees represents and warrants to State as follows:

**a. Organization and Authority.** Grantees are duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantees have full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantees of this Agreement (1) have been duly authorized by all necessary action of Grantees and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantees' Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantees are a party or by which Grantees or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantees of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantees, and each of them, and constitutes a legal, valid and binding obligation of the Grantees, and is jointly and severally enforceable against each of them, in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Grantees' officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantees nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantees agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.



The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantees shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantees shall ensure that each of its subGrantees and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior their duly authorized representatives shall have access to the books, documents, papers and records of Grantees that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantees shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantees as part of the Project, and any transportation services rendered by Grantees.

**b. Retention of Records.** Grantees shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantees shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantees shall document the expenditure of all funds disbursed by State under this Agreement. Grantees shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the moneys were expended.

**d. Audit Requirements.**

**i.** Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantees shall, at Grantees' own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.

**ii.** Grantees shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantees acknowledges and agrees that any audit costs incurred by Grantees as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantees and either State or State of Oregon.

**9. Termination.** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the

financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.

## 10. GENERAL PROVISIONS

**a. Contribution; Subcontractor Indemnity and Insurance.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Grantees with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Grantees (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantees in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantees on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Grantees on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantees are jointly liable with State (or would be if joined in the Third Party Claim), Grantees shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Grantees on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantees on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantees' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Grantees shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or



hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantees' contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Responsibility for Grant Funds.** Any Grantees of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantees' breach of the conditions of this Agreement, and shall, upon Grantees' breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantees of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

**d. Amendments; Process for Project Change Requests** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

Notwithstanding any other provision to the contrary, if Grantees seek any changes in either the Project Scope or the Project Budget (a "Project Change") Grantees must obtain prior approval of State as specified below. The Grantees shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State's approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such the Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:

Any significant change or reduction in the Scope of Work described in the Project Description of Attachment B (Project Application, including the Project description and project budget).

Any deviation from the original Project Budget set forth in Attachment B. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.

**e. Duplicate Payment.** Grantees are not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**f. No Third Party Beneficiaries.** State and Grantees are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.



Grantees acknowledge and agree that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantees, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

**g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantees Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the Grantees of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

**h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantees that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**i. Compliance with Law; Remedies.** Grantees shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the Project, including without limitation OAR chapter 736, Division 8 (the Land and Water Conservation Fund administrative rules) and laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the performance of this Agreement. Without limiting the generality of the forgoing, Grantees shall comply with the LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT (the Federal Project Agreement), attached hereto as Exhibit B as though the term "State" as used in Exhibit B means "Grantees" except where the intent of the terms means only the State of Oregon. The benefit to be derived from full compliance by the Grantees with the terms of this Agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State of Oregon and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money and other assistance furnished under the terms of this Agreement, Grantees agree that payment by the Grantees to State of an amount equal to the value of any assistance extended under this Agreement would be inadequate compensation to State for any breach by the Grantees of this Agreement. Grantees further agrees, therefore, that the appropriate remedy for State in the event of a breach by the Grantees of this Agreement shall be the specific performance of the Agreement.

**j. Insurance; Workers' Compensation.** All employers, including Grantees, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantees shall ensure that each of its subGrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

**k. Independent Contractor.** Grantees shall perform the Project as an independent contractor and not as an agent or employee of State. Grantees have no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Grantees performs the Project, except as specifically set forth in this Agreement. Grantees are responsible for determining the appropriate means and manner of performing the Project. Grantees acknowledges and agrees that Grantees is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Grantees, by the signature below of each of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**o. Publicity.** Sponsor shall make every effort to acknowledge and publicize ORPD's participation and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging ORPD's grant program support. Sponsor also agrees to maintain the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.

**p. Contractor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

X Recipient is a sub-recipient; OR Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: [ 15.916 ]

**p. Information required by 2 CFR § 200.331(a)(1)**



Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): North Clackamas Parks and Recreation District and City of Milwaukie
- (ii) Subrecipient's DUNS number: 93-6002286 - North Clackamas Parks and Recreation District; 002005155 City of Milwaukie
- (iii) Federal Award Identification Number (FAIN): 41-01595
- (iv) Federal Award Date: August 10, 2016
- (v) Sub-award Period of Performance Start and End Date: From October 15, 2016 to October 30, 2018
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$303,928.50
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$265,000
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$265,000
- (ix) Federal award project description: Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and indirect rate.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: National Park Service, Department of the Interior
  - (b) Name of pass-through entity: Oregon Parks and Recreation Department
  - (c) Contact information for awarding official of the pass-through entity: Lisa Sumption, State Liaison Officer (503) 986-0660
- (xi) CFDA Number and Name: \_\_15.916 Outdoor Recreation\_Acquisition, Development and Planning  
Amount:
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0%

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

**North Clackamas Parks and Recreation District**

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required in local process)

By \_\_\_\_\_  
Grantee's Legal Counsel

Date \_\_\_\_\_

**City of Milwaukie**

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required in local process)

By \_\_\_\_\_  
Grantee's Legal Counsel

Date \_\_\_\_\_

**Grantees Contacts:**

**North Clackamas Parks and Recreation District**  
Scott Archer, Director  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4421  
[SArcher@co.clackamas.or.us](mailto:SArcher@co.clackamas.or.us)

**City of Milwaukie**  
Ann Ober, City Manager  
10722 SE Main Street  
Milwaukie, OR 97222  
(503) 786-7501  
[obera@milwaukieoregon.gov](mailto:obera@milwaukieoregon.gov)

**State Contact:**

Michele Scalise, Lead Grant Program Coordinator  
725 Summer Street NE, Suite C  
Salem, OR 97301  
(503) 986-0708  
[michele.scalise@oregon.gov](mailto:michele.scalise@oregon.gov)

**STATE OF OREGON**, by and through its  
Department of Parks and Recreation

By \_\_\_\_\_  
Tracy Loudon, Business and Technology Solutions Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Michele Scalise, Grant Program Coordinator

Date \_\_\_\_\_

By \_\_\_\_\_  
Jan Hunt, Recreation Grants Section Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(For funding over \$150,000)

By: Approved for legal sufficiency by Assistant  
Attorney General Marvin Fjordbeck by  
email dated October 21, 2016

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_



# EXHIBIT A

## Project Description and Budget

**1. Project.** Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and other work as described in **Grantee's Project Application** attached hereto and incorporated into this Exhibit A.

**2. Public Access to the Project:** The Project Sponsor shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.

**3. Continued Operation:** Upon completion of the Project, Project Sponsor shall be responsible for the operation and maintenance of said facility for public outdoor recreation in the manner and according to the standards set forth in the Department of the Interior Manual.

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Grant Application for

# **Wichita Park Development**

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# Contact

**Sponsor Name:**

North Clackamas Parks and Recreation District

**First Name:**

Scott

**Last Name:**

Archer

**Address 1:**

150 Beaver Creek Road

**Address 2:**

**City:**

Oregon City

**State:**

OR

**Zip Code:**

97045

**Contact Phone:**

503-742-4421

**Contact Fax:**

503-742-4349

**Contact Email:**

sarcher@clackamas.us

**Federal Tax ID:**

93-6002286

**Organizational DUNS Number:**

93-6002286

# Project

**Project Name:**

Wichita Park Development

**Funds Requested:**

\$265,000.00

**Matching Funds:**

\$265,000.00

**Total Cost:**

\$530,000.00

**Brief Project Description should be a concise overview of the project elements limited to 40 words or less.:**

**Brief Project Description:**

Construction of Wichita Park, a neighborhood park in Milwaukie, including a playground, walking paths, and native landscaping. A water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage will also be included in the park.

**Enter estimated project start and end dates below.:**

**Start Date:**

September 1, 2016

**End Date:**

September 1, 2017

**Percent of Grant:**

0.5000000000000000

**Percent of Match:**

0.5000000000000000

**Site Name:**

Wichita Park

**Site Acreage:**

0.91

**Site Town - City:**

Milwaukie

**Site County:**

Clackamas

**Site Description:**

Wichita Park is a 0.91-acre undeveloped neighborhood park within the Linwood Neighborhood in Milwaukie. Currently the park features field grass and eight native trees planted by neighbors. The park is flat and does not include any wetlands or sensitive habitat. It is located on Monroe Street, designated a "neighborhood greenway".

**Is the proposed project within an existing 6(f) boundary?:**

No

**Land Control:**

Fee Simple

**Latitude:**

45.444332896936778

**Longitude:**

-122.601810693740840

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# Supplemental

## 1. PROJECT NARRATIVE :

### **a. Describe all elements of the project, the need for assistance and project objectives. Describe who will do the work and who will provide supervision. :**

The Wichita Park Development project includes final design and construction of a .91-acre neighborhood park, including a playground, paved and soft surface trails, benches, picnic tables, a disk golf basket, a water fountain, bicycle parking and a split-rail fence. Native trees and plants will be planted around the perimeter of the park, and all current trees on-site will be retained. A new, fully irrigated lawn will provide for an open recreational experience. The Wichita Park project provides new park facilities for 4,900 residents that live within a ½-mile radius in the fully developed Linwood neighborhood. The proposed project is identified in the NCPRD Master Plan, is a priority project in the District Capital Improvement Plan, and the park master plan is adopted in the City of Milwaukie Comprehensive Plan. A District-wide survey in 2012 identified neighborhood parks as the most visited facilities and most important facility to residents. Over 81% of park users responded that they had used a neighborhood park in the last year. The proposed project is championed by the Linwood Neighborhood District Association (NDA) and has strong support from the District's Board of Directors, the District Advisory Board, and Milwaukie City Council. Wichita Park is surrounded by residential homes and has access to SE Monroe Street, a Neighborhood Greenway that is planned to receive future bicycle and pedestrian improvements. The park site is currently an undeveloped neighborhood park, with eight native trees planted by neighbors and field grass that is mowed regularly by the District. The park site was acquired by the City of Milwaukie in 1987 from the Wichita Water District. The City of Milwaukie joined the North Clackamas Parks and Recreation District when the District formed in 1990. The District provides park and recreation services, including park development, maintenance, operations, and programming within City of Milwaukie parks under an Intergovernmental Agreement (IGA). The Linwood Neighborhood, where the Wichita Park is located, is a highly populated and fully developed area. There is only one other developed neighborhood park located in this neighborhood, leaving this neighborhood of the District underserved. The neighborhood has a lower average household income, higher unemployment rate, and a higher percentage of households with children than the District average and Portland Metropolitan region. Over 70% of children in the local school are eligible for free or reduced lunch. The neighborhood is also more diverse than the District average, with over 12% Latino residents and a higher population of senior citizens than the Region. The District and City worked together with the Linwood NDA to develop a master plan for the park, which was adopted in 1999. The master plan was updated in 2014, and the District worked with Lango Hansen Landscape Architects to complete preliminary construction plans and specifications in 2015. The only dedicated source of funding available to NCPRD for land acquisition and the development of new parks is System Development Charges (SDCs). However, the City of Milwaukie is largely built-out, and there is limited opportunity for new development (and SDC funds) within the City. This provides a funding gap, and explains why it has taken NCPRD and the City so long to prepare to develop Wichita Park. Without grant funding and Linwood NDA donations the District is unable to fund the Wichita Park construction. After receiving the



grant notice to proceed NCPRD plans to complete playground design and construction documents later this year. The designs for the park will be completed by an engineering firm, and NCPRD will engage a qualified construction contractor to build the park. Construction would occur as soon as possible, as weather permits, and the official opening of the park is projected to be summer, 2017. The NCPRD Construction Manager will provide supervision of the project, with assistance by the Maintenance Supervisor and Senior Planner, who will provide grant management.

**b. Describe any facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe the present development on the site and how proposal fits in with future development. :**

NCPRD will work with a qualified construction contractor to install and construct the following facilities: a playground including a slide, swings, and modern play structures, and a rubber tile play surface, paved and soft surface trails, three benches, three picnic tables, a disk golf basket, water fountain and bicycle parking. The contractor will install site drainage, irrigation, and landscaping, including over twenty new native trees and fifty new native shrubs, which will join the trees that will be retained on-site. The park is currently undeveloped, and has an open lawn area with a few trees planted by neighborhood volunteers. Field grass grows on the site and is currently maintained as necessary by the NCPRD Maintenance Team. The site is flat and will not require excessive fill or removal to develop as a neighborhood park. The proposed park is within a fully developed residential neighborhood, mostly built between 1960 and 1970, that has experienced some in-fill development recently. The park fits in well with the current neighborhood development and will fit in with whatever future changes might occur in the neighborhood. The park is intended to include active recreation, and the proposed improvements are appropriately planned for the size of the park. No additional development of the park is planned beyond that which is included in this grant application.

**2. SCORP CRITERIA: Consistency With the following Statewide Priorities (0-20 points):**

**a. Major rehabilitation projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply: :**

**i. Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.:**

No rehabilitation proposed.

**ii. If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?:**

0

**b. Non-motorized trail connectivity. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting**



**parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity? :**

The Wichita Park project promotes non-motorized trail connectivity because it provides a hard surface trail connecting the playground to the future sidewalks of SE Monroe Street, and a features a small soft surface loop trail in an area currently underserved by trails. The park also is planned to include bike parking and a water fountain that neighbors and cyclists will utilize. NCPRD will separately build and fund sidewalks and a bike lane in conjunction with this project along SE Monroe Street, which currently does not have bicycle and pedestrian improvements. As an important east-west route across Milwaukie, Monroe Street connects several Neighborhoods and Downtown Milwaukie, and has been identified in the City's Transportation System Plan (TSP) as a "Neighborhood Greenway."

Neighborhood Greenways are low-volume, low-speed routes that provide safe, quiet routes for motorists, pedestrians, and bicycles. Future improvements to Monroe Street will be supported by the proposed facilities at Wichita Park, and bring more people safely to the park.

**c. Projects supporting or providing a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles, and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity levels. To what extent does the project support or improve access to individual active participation? :**

Wichita Park provides a base for individual active participation through offering a new park in a neighborhood that is currently underserved. The Linwood neighborhood has only one other playground that serves over 4,900 residents. The playground is designed to encourage children to play together or separately, and has a number of climbing and swinging elements that will encourage children to be more active and is designed to be accessible for all. Members of the Linwood NDA and other members of the community chose the modern style playground elements because they were unlike anything else in the City of Milwaukie. The playground will provide a variety of developmentally appropriate activities, offer healthy risk, and challenge children of all abilities, creating a place where everyone wants to play. The Supernova is specifically designed for children to get together to make it work and is accessible to all children. The proposed park has both paved and soft surface trails including a small loop trail that can be used by caregivers as their children are playing on the playground, or by children that want to explore the surrounding trees and planted landscaped areas. The disk golf basket featured in park is the first of its kind in the District, and will allow friends, families, and neighbors to try their skill at a new game. When the disc golf basket is not in use, the park features a flat grass field that children can run and play on, or kick or throw a ball around in, participating in "free play".

**d. Sustainability. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.:**

NCPRD is committed to designing, constructing, and managing its park facilities in a sustainable manner and will follow best management practices. The Wichita Park project will reflect this commitment through maximizing the use of open space within a fully



developed neighborhood, including active recreation at the playground, and providing contemplative and gathering spaces in the trail and picnic areas. NCPRD and the City always practice careful site selection so that new park sites protect existing ecosystems and sensitive habitat areas and utilize in-fills for new developed park locations. Wichita Park is a convenient site for neighbors within the community, and has been designed to fit in with the surrounding residential homes. The Wichita Park uses water efficient landscaping and identifies the use of native and locally grown trees and plant species, which will increase their propensity to survive, including Maple, Oregon Ash, and Oregon White Oak. NCPRD construction contractors will practice care in retaining the current native trees that were planted by neighbors. NCPRD will install a centrally controlled irrigation system that adjusts output according to the amount of rain, and is only used when necessary. Public recycling containers will be provided at the park when it is complete. The NCPRD Parks Maintenance and Natural Resources Management Teams will work together to control invasive plants. NCPRD works with Clackamas County and the City of Milwaukie to sustainably manage the use of pesticides within the District and has developed an Integrated Pest Management Plan (IPMP). NCPRD will use bioswales to handle storm run-off along the Monroe Street Right-of-Way. The City of Milwaukie and NCPRD have identified the walkways on-site to include permeable pavement where feasible. Wichita Park creates a diverse set of recreational experiences which are currently underserved in the local area and addresses an identified unmet need. There are only two other small neighborhood parks in the Linwood neighborhood, only one of which is developed with a playground. The Linwood NDA specifically designed this park with NCPRD to have play elements different from anything else in the community. Additionally, all neighborhood parks within Milwaukie are small, averaging one acre in size, because they have been built where opportunities present themselves, and where land is available within a fully developed community. The Wichita Park will give neighborhood families a park to walk to, encouraging physical fitness and reducing the obesity rate among Oregon residents and will provide community children a new place to play. People living in the Linwood Neighborhood are currently challenged to find outdoor active places to play. The Wichita Park project will increase equitable distribution of park and recreation facilities in Milwaukie and provide for an unmet need in the neighborhood. The Wichita Park project will provide recreational opportunities for underserved and underrepresented populations. Specifically, 12% of the Linwood neighborhood population is Latino, compared to 10% in the rest of the District. Additionally, the neighborhood is economically disadvantaged, with the average household income less than the rest of the District. Over 70% of students at Linwood Elementary and over 75% of students at Lewelling Elementary School are eligible to receive free or reduced-price lunches. These students are especially in need of free recreational outdoor opportunities in their community. NCPRD provides a RecMobile program in the summer that provides weekly recreational opportunities to children throughout the community. This opportunity is not currently offered in the Linwood neighborhood. The free drop-in program includes crafts, games, and fun themes, and could be offered at Wichita Park after it is fully developed.

### **3. SCORP CRITERIA: Local Needs and Benefits (0-30 points) :**

**A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded**



**in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)? :**

close-to-home

**a. Please identify how the project satisfies the county- level needs by using priorities identified in either the Public Recreation Provider Survey, Oregon Resident Survey, Local Planning Document, and/or other local public planning process::**

**i. Public Recreation Provider Identified Need. Does the project satisfy county-level needs identified by the Public Recreation Provider Survey on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both. :**

The Wichita Park project provides for Clackamas County Close-To-Home Priorities by supporting urban bike routes and trails connecting communities and parks through including a water fountain and bicycle parking and hard surface and soft surface trails that will provide an enjoyable place for neighbors to walk.

**ii. Oregon Resident Identified Need. Does the priority project satisfy county-level need identified by the Oregon Resident Survey on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.:**

The Wichita Park project provides the following Oregon Resident Survey priorities: dirt/soft surface and paved/hard surface walking trails and paths, and children's playgrounds and play areas.

**iii. To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?:**

The Wichita Park project is identified in a number of current local planning documents and is a priority for development for NCPRD, the City of Milwaukie, and the Linwood NDA. Development of Wichita Park is recognized in the District's Master Plan and Capital Improvement Plan as a Priority Project, and is identified in the 2016-2017 FY Capital Projects Fund budget. NCPRD hosted two publicly advertised community meetings in 1998 to develop the Wichita Park Master Plan and it was adopted by the City of Milwaukie as a Comprehensive Plan Document in 1999. The NCPRD District Advisory Board, Milwaukie Planning Commission, and Milwaukie City Council all held public meetings to discuss and approve the Master Plan. In 2014 NCPRD, City of Milwaukie Staff, the Linwood NDA, and a landscape architecture firm worked together to update the Master Plan, reflecting the current needs of the neighborhood and maintenance standards of the District. The Master Plan updates were approved by the Milwaukie Planning Commission in 2014. NCPRD then hired Lango Hansen Landscape Architects (LHLA) to develop preliminary design documents and a 30% Construction Document Design Estimate, which were completed in partnership in May, 2015. The Final NCPRD Draft District Master Plan 2015 document identifies neighborhood park development as a priority for district citizens in areas that are underserved. The Linwood neighborhood is specifically identified as an area with park



service below threshold, with only one other developed neighborhood park and playground that serves approximately 4,900 residents. A key recommendation of the Final Draft Master Plan (2015) is to develop unimproved park sites to improve level of service. The proposed mix of recreational opportunities for Wichita Park supports healthy and constructive lifestyles and appeals to a wide cross section of local residents and provides a park that is designed for family use. This will be an increasingly important social benefit as the population of the District is projected to grow from 116,000 residents to 130,000 residents over the next 20 years. Correspondingly, the number of youth within the District is projected to grow from 19,600 to 26,000 during the same period, requiring a higher playground and neighborhood park level of service than is currently offered in the District.

**iv. If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.:**

Wichita Park development is identified in the following local planning documents: Wichita Park Master Plan, NCPRD Master Plan and Capital Improvement Plan, and City of Milwaukie Comprehensive Plan.

#### **4. SCORP CRITERIA: Long Term Commitment to Maintenance (0-15 points):**

**a. Explain how you plan to continue area/facility operation and maintenance after the project is complete by providing the following information::**

**i. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.:**

Residents of the City of Milwaukie voted to join the NCPRD in 1990. NCPRD maintains all parks within the City through an intergovernmental agreement (IGA) that outlines maintenance standards. NCPRD is a full service park district experienced in managing and maintaining public parks and facilities and has established maintenance policies and practices that apply to all District parks. Maintenance of District facilities is funded by the District's general fund which is supported by a dedicated property tax of \$.53/\$1000 assessed value. As such, long-term maintenance of the Park is not dependent upon future grant monies. Currently NCPRD maintains Wichita Park as an undeveloped neighborhood park and will continue to provide maintenance at Wichita Park at completion of the proposed neighborhood park improvements. The District has budgeted additional funds in the 2016-2017 Maintenance Budget to maintain the park to a higher standard upon completion of the proposed neighborhood park improvements. NCPRD's committed maintenance team has the capacity to carry out weekly playground inspections to identify and resolve maintenance issues as they arise. This includes monitoring playground facilities and repairing them to national standards when necessary to ensure user safety as well as to maintain playground appearance. Additionally, in line with current NCPRD protocols, an annual National Playground Safety Inspection will be carried out by a Certified Playground Safety Inspector.



**ii. How much do you expect to spend annually or number of hours needed to maintain?:**

NCPRD estimates approximately \$14,200 in annual maintenance budget for this park when construction is complete. This cost includes weekly maintenance service (mowing, blowing, and edging, garbage service and dog bag station maintenance); fertilization twice a year, leaf removal and weatherization, hard surface maintenance, and playground inspections and improvements as necessary. It also includes park utilities. This estimate was generated by evaluating other one-acre neighborhood parks within the District.

**iii. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, private project applicant support letters, or signed memoranda of understanding to demonstrate commitment to maintenance.:**

The Linwood Neighborhood District Association (NDA) performs yearly volunteer clean-up events in the other two Linwood neighborhood parks and has provided a letter of support for this grant application. NDA members may also provide a regular neighborhood watch. The District has an Adopt-A-Park program in place that encourages community ownership and involvement in their neighborhood parks.

**5. OVERALL SITE SUITABILITY CRITERIA: Site and Design Suitability Evaluation (0-10 points):**

**a. To what extent is the site suitable for the proposed development? Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements. :**

The proposed Wichita Park site is suitable for park development due to its central location within a residential neighborhood. The proposed improvements are within a site that is currently an undeveloped park, and is in a currently underserved area of the District. The proposed park site is relatively flat and does not contain any wetlands, riparian areas, native vegetation or critical wildlife habitat. The site contains eight native trees that will be retained. The land on which the park will be built was previously owned by the now defunct Wichita Water District and the site is clear of any impedance to future development. The proposed park site is prominently located along SE Monroe Street and all development will be highly visible from the street, which will contribute positively to the security of the park and oversight of users. The District intends to fully evaluate and implement where appropriate, the latest technologies and designs for sustainable development when completing park project design and engineering. Park design features integrate sustainable elements, including storm water management, the exclusive use of native and local plant materials, and the use of recycled materials where feasible. The City of Milwaukie requires that all walkways be paved in a permeable concrete or asphalt. Impacts to surrounding neighborhoods are minimized by locating the playground in the central area of the park well away from perimeter areas and residential neighbors. Park hours will be limited to daytime hours.

**6. COMMUNITY SUPPORT AND FINANCIAL COMMITMENT :**

**a. Community Support (0-5 points):**

**i. Can you demonstrate community support for the project by providing information such as letters of support and/or survey analysis? If yes, supply supporting documentation with this application.:**

Yes

**b. Financial Commitment (0-10 points):**

**i. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.:**

The Wichita Park construction project is budgeted in the NCPRD 2016-2017 Capital Projects Fund budget. Specifically, funds include System Development Charges and a \$10,000 donation from the Linwood NDA. A Resolution to Apply is attached to this grant application.

**ii. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured? :**

The Linwood NDA has been dedicated to raising community awareness of this undeveloped neighborhood park site for the last five years. The NDA has done fundraising for the new park, dedicating approximately \$10,000 to park development, and is committed to assisting the District in future fundraising and volunteer efforts. The NDA provides regular clean-up events in two other neighborhood parks and is ready to assist with maintenance of this park. The City of Milwaukie is a partner with the District through their ownership of this park property, and fully endorses this application.

**iii. To what extent has funding been secured to complete the project?:**

NCPRD has secured System Development Charges (SDCs) and donations for the project. All matching funds for this project are identified in the NCPRD Fiscal Year 16-17 Capital Projects Fund budget. The NCPRD Board of Directors approved this application and the commitment of matching funds in their February 25, 2015 public Business Meeting.

**7. ACCESSIBILITY COMPLIANCE :**

**a. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification? :**

Yes

**b. How will your proposed project meet the current accessibility standards?:**



Wichita Park has been designed to meet current accessibility standards. The proposed walkway to the playground will have slopes of less than 5% and will be hard-surfaced. The entrances to the park and playground will meet required grade standards. The playground is accessible and features a fully accessible rubber tile play surface. NCPRD will also include an accessible picnic table in the park.

**7.1. OPPORTUNITY FOR INCLUSION IN RECREATION: Does the proposed project provide an inclusive recreational opportunity? Inclusive recreation elements allow individuals with and without disabilities to participate in recreational activities together. Please describe how the project will provide an active recreation opportunity to individuals with disabilities along with their peers without disabilities.:**

The new playground will provide an opportunity for individuals with disabilities to play alongside their peers without disabilities. The playground is designed to provide play activities along a developmentally appropriate continuum that allows children to work together or individually, gaining skills, confidence, and engaging in healthy challenges. The Kompan Supernova is fun for all children and is specifically designed for all children to be able to take part in the activities. The large play structure is mostly ground-level and children will be able to talk and play all around the structures. The play surface will be rubber tiles, which will be universally accessible for children and caregivers with disabilities. There are a number of activities provided in the playground that will appeal to a variety of interests, including slides, climbing, swinging, and will give children ways to make choices and demonstrate what they can accomplish. Climbing activities will promote motor-planning, hand-eye coordination, and self-esteem while influencing the affective domain as children experience various states of motivation, stress, and relaxation. All trails and walkways will be fully accessible. Accessible tables will allow people of all abilities comfortable seating options to enjoy the outdoors.

**8. READINESS TO PROCEED:**

**a. Have you submitted a signed Land Use Compatibility Statement with this application? :**

Yes

**b. Have you submitted construction or concept plans with this application?:**

Yes

**c. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits. :**

NCPRD will acquire the necessary construction and building permits from the City of Milwaukie to complete the park. NCPRD does not anticipate any delays in receiving permits because the park master plan is already approved as an element of the City's Comprehensive Plan and a Conditional Service Use Permit has already been approved for the park. It is not anticipated that any State or Federal permits will be required for this project, and the play structure will not require a structural permit. The City of Milwaukie has confirmed that the following permits and applications will be required and NCPRD is

prepared to submit the required information after park construction funding is fully secured: Plumbing permit for irrigation and drinking fountain connection/service and payment of associated SDCs for construction of a sewer lateral for the drinking fountain, Land Use Type I Development Review application, and an erosion control permit.

## **9. ACTIVE AND PAST GRANTS PERFORMANCE:**

### **a. Describe your performance and compliance with all active and past OPRD grant awards.:**

NCPRD is in compliance with applicable guidelines at all active and previously assisted OPRD grant award project sites, and OPRD Grant signs are present at all parks that have received State funding. NCPRD has just completed the Spring Park Local Government Grant Program project, and is currently constructing the Sunnyside Village Trail with assistance by a Recreational Trails Program Grant.

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# Project Budget Worksheet

Standard & Pervious Pedestrian Concrete, Play Area Curbs	\$27,000.00
Play Area Surfacing	\$65,740.00
Site Prep & Finish Grading	\$8,542.00
Shrubs & Groundcover	\$35,574.00
Site Seeding & Irrigation	\$54,780.00
Drinking Fountain, Bollard	\$4,125.00
Play Equipment	\$88,605.00
Sitework (Mobilization, Tree Protection, Erosion/Sediment Control, etc.)	\$67,636.00
Construction Management, Design, Permits	\$64,104.00
Disc Golf Basket	\$297.00
Mulch Trail	\$5,511.00
Site Earthwork	\$16,808.00
Trees	\$8,855.00
Split Rail Wood Fence & 6' Fence	\$12,100.00
Benches (3), Picnic Tables (3), Bike Racks (2)	\$5,907.00
Park Signage	\$1,100.00
Electrical	\$11,000.00
Sanitary Sewer	\$12,947.00
Storm Sewer	\$28,435.00
Water System	\$10,934.00

**Total Project Cost:**

**\$530,000.00**

# Source of Funding Worksheet

NCPRD SDCs: NCPRD SDCs	\$255,000.00
Linwood NDA Donation: Linwood NDA	\$10,000.00

**Total Match for Sponsor:** \$265,000.00  
**Grant Funds Requested:** \$265,000.00  
**Total:** \$530,000.00



As an authorized representative of North Clackamas Parks and Recreation District, I certify that the project sponsor agrees that as a condition of receiving federal Land and Water Conservation Fund assistance, I will comply with all applicable local, state, and federal laws and regulations.

This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 8, For the Distribution of Land and Water Conservation Fund Assistance to Units of Local Government and State Agencies for Public Outdoor Recreation, Oregon's LWCF Grants Manual and the National Park Service LWCF Grants Manual.

I also certify that to my best knowledge, information contained in this application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**EXHIBIT B**  
**Federal Requirements**

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

**Part I – Definitions**

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

**Part II - Continuing Assurances**

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

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

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

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

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

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

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

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

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

### **Part III - Project Assurances**

#### **A. Applicable Federal Requirements**



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

*2 CFR Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

*2 CFR Parts 182 & 1401*, Government-wide Requirements for a Drug-Free Workplace;

*2 CFR Part 180 & 1400*, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

*43 CFR Part 18*, New Restrictions on Lobbying;

*FAR Clause 52.203-12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;

*2 CFR Part 25*, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and

*2 CFR Part 170*, Reporting Subawards and Executive Compensation

#### B. Project Application

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

#### C. Project Execution

1. The project period shall begin at the date specified on the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and

regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. It is national policy to award a fair share of contracts to small and women- and minority-owned firms. The Department of the Interior and the National Park Service are strongly committed to the objectives of this policy and encourage all grant recipients to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible. In accordance with Executive Orders 11625, 12138, and 12432, recipients shall take the following steps to further this policy:
  - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.



- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

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

13. If applicable, the State will comply with the intergovernmental review requirements of Executive Order 12372.

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

1. Contracts for construction shall comply with the applicable provisions of 2 CFR 200.
2. No grant or contract may be awarded by any grantee, subgrantee, or contractor of any grantee or subgrantee, to any party that has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. All Recipient financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

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

cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

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

#### G. Lobbying with Appropriated Funds

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

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

*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

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

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

#### H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (2 CFR Parts 182 & 1401), the State certifies that it will or continue to provide a drug-free workplace by:

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

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

*(1) The dangers of drug abuse in the workplace;*

*(2) The grantee's policy of maintaining a drug-free workplace;*

*(3) Any available drug counseling, rehabilitation, and employee assistance programs; and*

*(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

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



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

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

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

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

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

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

#### I. Civil Rights Assurance (Ref: DI-1350)

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 *et seq.*), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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



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

#### J. Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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

#### K. 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 the 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.

#### L. Audit Requirements.

- 1) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
- 2) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- 3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

#### M. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- 1) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- 2) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 3) The Award Recipient shall insert the substance of this clause, including this paragraph (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

#### N. Reporting Subawards and Executive Compensation

##### a) Reporting of first-tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
  - i. You must report each obligating action described in paragraph a)1. of this award term to <http://www.fsr.gov>.
  - ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

##### b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this award is \$25,000 or more;

- ii. In the preceding fiscal year, you received—
    - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
- i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. In the subrecipient's preceding fiscal year, the subrecipient received—
    - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year



(i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### O. Conflict of Interest

- 1) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- 2) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- 3) 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/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

#### P. Reporting of Matters Related to Recipient Integrity and Performance (Note: Applicable only to grants where the LWCF share is \$500,000 or greater)

##### 1) General Reporting Requirement

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.

##### 2) Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) 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;
  - 3) 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
  - 4) Any other criminal, civil, or administrative proceeding if:
    - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. 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.

### 4) 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.

### 5. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction 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.



UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
LAND AND WATER CONSERVATION FUND  
PROJECT AGREEMENT

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State: Oregon Project Number (LWCF/FBMS): 41-01595 / P16AP00209

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Project Title: Wichita Park Development

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Project Period: 09/30/2016 - 06/30/2019

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Proposal Scope (Description of Project):  
  
Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and indirect rate.

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Total Project Cost \$ 607,857.00  
  
LWCF Amount \$ 303,928.50  
(Fund amount not to exceed 50% of total)

The following are hereby incorporated into this agreement:

1. General Provisions
2. LWCF State Assistance Program Manual
3. Project Application and Attachments
4. 2 CFR Part 200
5. 43 CFR Part 12
6. 36 CFR Part 59

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund State Assistance Program Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

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

Notice to Proceed for LWCF project construction shall not be initiated prior to NPS determination that the requirements of both section 106 of the Historic Preservation Act and the National Environmental Policy Act have been met, or the grant may be terminated for cause.

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

THE UNITED STATES OF AMERICA	STATE
By: <u>Isabel Kondratick</u> (Signature)	Oregon _____ (State)
National Park Service Department of the Interior	<u>MG Devereux</u> (Signature) MG Devereux _____ (Name)
Date: <u>8/10/16</u> (entered by NPS)	Alternate State Liaison Officer _____ (Title)

Paperwork Reduction Act Statement: This information collection is authorized by the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601-4 et seq.). Your response is required to obtain or retain a benefit. We use this information to provide data input into an NPS project database, which provides timely data on projects funded over the life of the program. We estimate that it will take 3 hours to complete this form, including the time necessary to review instructions, gather data, and review the form.

You may send comments on the burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1849 C Street, NW (2601), Washington, DC 20240. We may not collect or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

# Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT  
 GRANT

CHOOSE ONE:  EDUCATION  FACILITIES  RESEARCH  SDCR  TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER P16AP00209		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 09/30/2016		4. COMPLETION DATE 06/30/2019	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) STATE PARKS AND RECREATION, OREGON Attn: ATTN GOVERNMENT POC 725 SUMMERS ST NE STE C SALEM OR 97301-1266				6. ISSUED BY NPS, Land & Water Conserv Grants Mailing Address: State and Local Assistance Programs 1201 I Street NW Washington DC 20005			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Michele Scalise, OPRD (503) 986-0708			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3NQD8							
10. RESEARCH, PROJECT OR PROGRAM TITLE 41-01595 Wichita Park Development							
11. PURPOSE See Schedule							
12. PERIOD OF PERFORMANCE (Approximately) 09/30/2016 through 06/30/2019							
13A.		AWARD HISTORY		13B.		FUNDING HISTORY	
PREVIOUS		\$0.00		PREVIOUS		\$0.00	
THIS ACTION		\$303,928.50		THIS ACTION		\$303,928.50	
CASH SHARE		\$0.00		<b>TOTAL</b>		\$303,928.50	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
<b>TOTAL</b>		<b>\$303,928.50</b>					
14. ACCOUNTING AND APPROPRIATION DATA See Schedule							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0020108058							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Heather Ramsay		(206) 220-4123	Heather_Ramsay@nps.gov			
NEGOTIATOR							
ADMINISTRATOR							
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: P.L. 88-575 Land and Water Conservation Fund Act							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Elisabeth Morgan		DATE 08/10/2016		AUTHORIZED REPRESENTATIVE		DATE	



## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	CFDA Number: 15.916 DUNS Number: 809580350 Land and Water Conservation Fund State and Local Assistance  11. PURPOSE: Development of neighborhood park including a playground, walking paths, native landscaping, water fountain, benches, picnic tables, a disc golf basket, irrigated grass, fencing and signage, and indirect rate. Legacy Doc #: 41-01595 Delivery: 4 Days After Award Period of Performance: 09/30/2016 to 06/30/2019  Wichita Park Development FY11 GM Obligated Amount: \$4,226.00  Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: POC00GMGM.GR0000 Fund: XXXP5536GM Fund Center: PPWOSLGROR Project/WBS: PN.G41G15951.00.1 PR Acct Assign Line: 01 Funded: \$4,226.00				4,226.00
00020	Wichita Park Development FY11 LW SRA Obligated Amount: \$65,510.11  Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: Continued ...				65,510.11

## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00030	<p>PSCSGSLW.GR0000 Fund: XXXP5035LW Fund Center:            PPWOSLGROR Project/WBS: PN.G41L15951.00.1 PR Acct            Assign Line: 01            Funded: \$65,510.11</p> <p>Wichita Park Development FY15 LW            Obligated Amount: \$234,192.39</p> <p>Accounting Info:            01 Account Assignment: K G/L Account: 6900.D0000            Business Area: P000 Commitment Item: 411G00 Cost            Center: PPWOSLGROR Functional Area:            PSCSGSLW.GR0000 Fund: 15XP5035LW Fund Center:            PPWOSLGROR Project/WBS: PN.G41L15955.00.1 PR Acct            Assign Line: 01            Funded: \$234,192.39</p> <p>Delivery Location Code: 0009060783            NPS, Land &amp; Water Conserv Grants            State and Local Assistance Programs            1201 I Street NW            Washington DC 20005 US</p> <p>National Park Service</p> <p>The total amount of award: \$303,928.50. The            obligation for this award is \$303,928.50.</p>				234,192.39