

GRANT FUNDING AGREEMENT
Between
North Dakota Parks and Recreation Department
And
City of Grand Forks

WHEREAS, the State of North Dakota, acting by and through its Parks and Recreation Department (Grantor), has entered into Grant Agreement **P25AP00704 / 38-01379** with the United States Department of Interior National Park Service for the Land and Water Conservation Fund.

WHEREAS, Grantor has determined the Scope of Project related to the **Downtown Gateway and Greenway Project (Phase I)** is an appropriate basis for the expenditure of funds allocated to the **City of Grand Forks** (Grantee).

WHEREAS, **the City of Grand Forks** proposes to satisfactorily perform its Project as proposed in the Land and Water Conservation Fund grant application dated, **April 30, 2024** and is attached to this Agreement.

NOW, THEREFORE, Grantor and Grantee therefore enter into this Grant Funding Agreement (Grant) and agree to the following:

1. TERM OF GRANT

The effective starting date of this Grant is **June 24, 2025**. The initial term of this grant is four (4) years. This Grant is to be completed on or before **June 23, 2029**.

a. No Automatic Renewal

This Grant will not automatically renew.

b. Extension Option

Grantor reserves the right to extend the Grant for an additional period of time, not to exceed 6 months, beyond the current termination date of the Grant.

c. Renegotiation Option

After completion of the initial term of the Grant including any extensions and renewals, Grantor and Grantee may renegotiate the Grant upon mutual agreement of the parties.

2. SCOPE OF PROJECT

The City of Grand Forks will develop the Downtown Gateway and Greenway to include: developing trails, monumentation, promenade, shelter, landscaping and playground; renovate accessibility; remove obsolete ornamentation, and rehabilitate river embankment.

3. CONTINUING ASSURANCES

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

The Grantee agrees that the property described in the project agreement and the signed and dated project boundary map made part of this 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 of the Interior, 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 terms of the lease in the case of leased property.

Prior to the completion of this project, the Grantor and Grantee 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 LWCF protection as Fund reimbursement is provided.

Grantee will be responsible for complete implementation of the Project. Any changes to the Project or this Grant, to be valid, must be made in writing by mutual consent.

4. COMPENSATION

Amount of Federal Funds Obligated: **\$3,489,750.00** (Grant Award)

Amount of Non-Federal Funding: **\$3,489,750.00** (Match Funds)

Total Project Amount: **\$6,979,500.00**

Grantor, upon receipt of an approved invoice form from Grantee as required by Grantor, agrees to reimburse Grantee for allowable expenses incurred. At least 50% non-Federal cost-share is required for costs incurred under this Agreement. The total amount paid under this Grant may not exceed **\$3,489,750.00**.

The Recipient is authorized for reimbursement of, or use as match, costs up to \$270,000 incurred on or after 01/01/2025. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.

5. REIMBURSEMENT PROCEDURES

- a. Reimbursements may be submitted monthly at a minimum between the project start and end date.
- b. Provide the reimbursement form found at:
<https://www.parkrec.nd.gov/business/grants/land-and-water-conservation-fund>
- c. Provide a statement of expenditures and supporting documentation (donated equipment, materials, forms and force account labor, etc.) with each reimbursement request.
- d. Provide an invoice with the amount of reimbursement requested. Invoices will be for actual expenses incurred by the Grantee.
- e. Provide Grantor with written progress reports on October 31, December 31, March 31, and June 30 and a final report 30 days after completion of the Project. Provide dated reports that concisely outline the progress achieved to date on the Project's scope of work, provide contact information (names, addresses, phones numbers) and list concerns that may impact the successful completion of the Project. The final report shall include a final accounting of expenditures.
- f. The maximum cumulative invoiced amount must not exceed **\$3,489,750.00**.
- g. Grantee will notify Grantor in writing 60 days prior to the Project end date of any potential delays in the Project that may result in a request for a no-cost extension. A no-cost extension beyond the Project's end date must be approved by Grantor in writing.
- h. Grantee will not purchase any depreciable capital equipment with Grant funds, unless Grantor has given prior written approval.
- i. Grantee shall allow a Grantor's representative to conduct on-site visit(s) during the Project period at mutually acceptable dates and times.

6. TERMINATION

a. Termination by Mutual Agreement or Notice

This Grant may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Termination for Lack of Funding or Authority

Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee or on any later date stated in the notice, if under any of the following conditions:

If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.

If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.

If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Grant under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause

Grantor may terminate this Grant effective upon delivery of written notice to Grantee, or any later date stated in the notice, if Grantor determines, in its sole discretion, that:

Grantee has failed to provide satisfactory performance of the project as required by this Grant within the time specified or within any extension agreed to by Grantor; or

Grantee has failed to perform any of the other provisions of this Grant or has failed to pursue the work in a way that endangers performance of this Grant in accordance with its terms.

The rights and remedies of Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

5. NONPERFORMANCE

Failure by Grantee to comply with or otherwise perform the terms of this Grant will result in the termination of the Grant. If there is a termination for noncompliance of the terms of this Grant by Grantee and it would be impractical or extremely difficult to determine the actual damages, Grantor may retain, as liquidated damages, any payment to be made under this Grant which remains unpaid at the time of the noncompliance and may also recover from Grantor those amounts already paid for individual items of work which are incomplete at the time of the noncompliance.

If noncompliance of the terms of this Grant by Grantee renders the Grant impossible of performance by Grantee and is caused by circumstances beyond the control of Grantee, and through no fault of Grantee, the Grant will be terminated and Grantor may set off, against any liability or obligations owed to Grantee under this Grant or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach. If the Grant is terminated as a result of a noncompliance by Grantee which is beyond the control of Grantee, Grantor is not entitled to liquidated damages.

6. FORCE MAJEURE

Grantee shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Grantee's reasonable control, and Grantee gives notice to Grantor immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this Grant is a one-time Grant and acknowledges that it has received no assurances that this grant will be extended beyond its expiration date.

8. GRANTEE ASSURANCES

Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances found in Attachment A, which is part of this Grant.

9. AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor. Grantee may Sub-Grant or subcontract with qualified providers of services, provided that any Sub-Grant recipient or subcontractor acknowledges the binding nature of this Grant, and incorporates this Grant, together with its attachments as appropriate. Grantee agrees to be solely responsible for the performance of any Sub-Grant Recipient or subcontractor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

10. INDEPENDENT ENTITIES

Grantor is a Grant funding source of the Project. Grantee is the performer of the Grant Project. Grantor and Grantee are wholly independent of each other. This Grant details and represents, in its entirety, the wholly independent relationship between the parties. No acts or assistance given by either party to the other in performance of their respective obligations under this Grant shall be construed to alter the wholly independent relationship between the parties, and nothing contained in this Grant shall be construed to place the parties in a contractual relationship or a relationship of partners, joint ventures, or principal and agent. No part of this Grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out Grantee's activities and responsibilities under this Grant. Neither party is authorized to act on behalf of the other party, including without limitation, entering into any contract on behalf of the other party without the express prior written consent of the other party.

11. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request.

12. RETENTION OF RECORDS

Grantee agrees to retain records for at least three (3) years following completion of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later. Program records must be maintained for a period of six (6) years or until an audit is completed and closed, whichever occurs later. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors and Grantee must be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice of any such informal or formal audit. Grantor agrees to hire and pay for all auditing expenses.

13. CONTINGENT LIABILITY

During the term of this Grant, and for three years after this Grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this Grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

14. INDEMINTY

The Grantor and Grantee each agree to assume their own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement.

15. POLITICAL SUBDIVISIONS

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) The Grantee shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
- 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

16. NOTICE

Any notice or other communication required under this grant must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

GRANTEE & ADDRESS	GRANTOR & ADDRESS
City of Grand Forks Attn: Kim Greendahl P.O. Box 5200 Grand Forks, ND 58203	North Dakota Parks and Recreation Department Attn: Char Langehaug, Grants Coordinator 604 East Boulevard Avenue, Dept 750 Bismarck, ND 58505

Notice provided under this provision does not meet the notice requirements for monetary claims against Grantor found at North Dakota Century Code § 32-12.2-04.

17. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Grant constitutes the entire Grant between Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this Grant. No alteration, amendment, or modification of this Grant is effective unless it is reduced to writing, signed by the parties, and attached to the Grant.

If any inconsistency exists between this Grant and other provisions of collateral contractual grants which are made a part of this Grant by reference or otherwise, the provisions of this Grant control.

18. SEVERABILITY

If any term of this Grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the

parties are to be construed and enforced as if the Grant does not contain the illegal or unenforceable term.

19. APPLICABLE LAW AND VENUE

This Grant is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this Grant must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Both parties, Grantor and Grantee, consent to the exclusive jurisdiction of such court and waive any claim of lack of jurisdiction or *forum non conveniens*.

20. ASSIGNMENT

Neither party may assign this Grant or the party's rights under this Grant without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Grant is equally binding on both the Grantor and Grantee, and their successors and assigns.

21. SPOILIATION – PRESERVATION OF EVIDENCE

Grantee shall promptly notify Grantor of all potential claims that arise or result from this Grant. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect the evidence, including the scene of an accident.

22. WORKS FOR HIRE

Grantee acknowledges that all work(s) under this Grant is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Grantor all rights and interests Grantee may have in the work(s) it prepares under this Grant, including any right to derivative use of the work(s). All software and related materials developed by Grantee in performance of this agreement for Grantor shall be the sole property of Grantor, and Grantee hereby assigns and transfers all its right, title, and interest therein to Grantor. Grantee shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

23. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this Grant belong to Grantor and must be delivered to Grantor at Grantor's request upon expiration or termination of this Grant.

24. CONFIDENTIAL INFORMATION

Grantee shall not use or disclose any information it receives from Grantor under this Grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant or as authorized in advance by Grantor. Grantor shall

not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in N.D.C.C. § 44-04-18. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant, including any extensions or renewals.

25. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in this Grant, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this Grant, except for records that are confidential under this Grant, may be open to the public upon request under certain circumstances under the North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and to comply with Grantor's instructions on how to respond to the request.

26. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this Grant, and Grantor is the prevailing party, Grantee shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit except when prohibited by N.D.C.C. § 28-26-04.

27. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

Grantor does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

28. NONDISCRIMINATION – COMPLIANCE WITH LAWS

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; title VI of the Civil Rights Act of 1964, as amended, (78 Stat.252; 42 U.S.C. §§2000 et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat.394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

Grantee shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Grantee also shall have and keep current at all times during the term of this Grant all licenses and permits required by law.

29. PAYMENT OF TAXES BY STATE

Grantor is not responsible for and will not pay local, state, or federal taxes.

30. ATTACHMENTS

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

Attachment A – Grantee Assurances

Attachment B – Inadvertent Discovery Plan (Plan and Procedures for the Discovery of Cultural Resources and Human Skeletal Remains)

Attachment C – Notice of Award (Grant Agreement Between USDOJ-NPS and NDPRD)

Attachment D – LWCF Program Manual <https://www.parkrec.nd.gov/business/grants/land-and-water-conservation-fund>

Dated this _____ day of _____ 2025.

(GRANTEE): **City of Grand Forks**

By _____

Its _____

Grantee’s Federal Taxpayer Identification Number: _____

(GRANTOR): STATE OF NORTH DAKOTA

NORTH DAKOTA PARKS AND RECREATION

Recommended By: Char Langehaug Char Langehaug, Grants Coordinator

Reviewed By: _____ Tony Hillig, Recreation Division Manager

Approved By: _____ Paul Taylor, NDPRD Deputy Director

GRANTEE ASSURANCES

- A. In connection with furnishing supplies or performing work under this Grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following: Fair Labor Standards Act, the North Dakota Human Rights Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.
- B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this grant.
- C. By signing this Grant, Grantee certifies that every Grantee, Sub-Grant Recipient, contractor, subcontractor, employee, or volunteer with access to the project site shall comply with all terms and conditions contained within the Inadvertent Discovery Plan, attached hereto as Attachment B.
- D. By signing this Grant, Grantee certifies that no Grantee, Sub-Grant Recipient, or their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.
- E. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.
- F. Grantee assures that:
 - a. No Federal funds from this agreement will be paid by or on behalf of Grantee, 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 of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-grant recipients shall comply with these Grantee Assurances.
- G. Prompt Payment: Within 20 calendar days of receiving payment from the Grantor, pay subcontractors their portion of the payment less applicable retainage, not to exceed 2 percent. If the Grantee does not make prompt payment, the subcontractor may notify the Grantor. The Grantee may withhold payment to a subcontractor for just cause. If withholding payment from a subcontractor, immediately provide written notification to the subcontractor and the Grantor with the reasons for withholding the payment. If the Grantor determines the Contractor is withholding payment with just cause, interest will not accrue. If the Grantor determines the Grantee is withholding payment without just cause, beginning on the 21st calendar day after the Grantee's receipt of payment from the Grantor interest will accrue for the subcontractor at the rate provided by NDCC 13-01.1- 02. Additionally, the Grantor may withhold all payments to the Grantee until the Grantee properly pays the subcontractor and agrees to make all future payments to subcontractors as required by the contract. The Grantor will apply these prompt payment procedures to all tiers of subcontracts, in accordance with 49 CFR 26.29.
- H. Subcontractor Retainage: Pay the withheld retainage to a subcontractor within 20 calendar days after the satisfactory completion of the subcontractor's work. The Grantor will determine satisfactory completion of the subcontractor's work. The Grantor considers satisfactory completion of subcontractor work as the accomplishment of all the tasks included in the subcontract, documented in accordance with the contract, and paid by the Grantor.

INADVERTENT DISCOVERY PLAN

PLAN AND PROCEDURES FOR THE DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

Site Name(s):

Location:

Lead Agency:

County:

If this Inadvertent Discovery Plan (IDP) is for multiple (batched) projects, ensure the location information covers all project areas.

1. INTRODUCTION

The IDP outlines a series of procedures to conduct upon the inadvertent discovery of archaeological materials or human remains to maintain the integrity of the discovered materials or human remains as well as ensure compliance with all applicable state or federal laws. An inadvertent discovery means the unanticipated encounter or detection of human remains, funerary objects, sacred objects, or objects of cultural patrimony found under or on Federal, Federally Funded, or tribal lands.

An IDP is required, as part of Agency Terms and Conditions for all federal grants, for any project that creates disturbance above or below the ground. An IDP is not a substitute for a formal cultural resource review (Executive 21-02 or Section 106).

Once completed, **the IDP shall always be kept at the project site** during all project activities. All staff, contractors, and volunteers shall be familiar with its contents and know where to find it.

2. CULTURAL RESOURCE DISCOVERIES

A cultural resource discovery could be prehistoric or historic artifacts. Examples include (see images for further examples):

- An accumulation of shell, burned rocks, or other food related materials.
- Bones, intact or in small pieces.
- An area of charcoal or very dark stained soil with artifacts.
- Stone tools or waste flakes (for example, an arrowhead or stone chips).
- Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings.
- Agricultural or logging materials that appear older than 50 years. These could include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, and many other items.
- Clusters of tin cans or bottles, or other debris that appear older than 50 years.
- Old munitions casings. ***Always assume these are live and never touch or move.***
- Buried railroad tracks, decking, foundations, or other industrial materials.
- Remnants of homesteading. These could include bricks, nails, household items, toys, food containers, and other items associated with homes or farming sites.

The above list does not cover every possible cultural resource. When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

If any employee, contractor, or subcontractor believes that they have uncovered cultural resources or human remains at any point in the project, take the following steps to **Stop-Protect-Notify**. If you suspect that the discovery includes human remains, also follow Sections 5 and 6.

STEP A: Stop Work.

All work must stop immediately in the vicinity of the discovery.

STEP B: Protect the Discovery.

Leave the discovery and the surrounding area untouched and create a clear, identifiable, and wide boundary (50 feet or larger) with temporary fencing, flagging, stakes, or other clear markings. Provide protection and ensure integrity of the discovery until cleared by affected tribes and the State Historical and Preservation Office (SHPO).

Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site. Do not allow work to resume within the boundary until the requirements of this IDP are met.

STEP C: Notify Project Archaeologist (if applicable).

If the project has an archaeologist, notify that person. If there is a monitoring plan in place, the archaeologist will follow the outlined procedure.

STEP D: Notify North Dakota Parks and Recreation (NDPRD) Personnel.

Project Lead Contacts

Primary Contact

Name: Tony Hillig
Organization: NDPRD
Phone: 701-214-8924
Email: ahillig@nd.gov

Alternate Contact

Name: Char Langehaug
Organization: NDPRD
Phone: (701) 328-5364
Email: clangehaug@nd.gov

STEP E: NDPRD will notify SHPO.

Once notified, the NDPRD will contact SHPO to report and confirm the discovery. To avoid delay, the Project Lead/Organization will contact SHPO if they are not able to reach NDPRD.

SHPO will provide the steps to assist with identification. NDPRD and Tribal representatives may coordinate a site visit following any necessary safety protocols. SHPO and Tribal representatives may also inform the Project Lead/Organization of additional steps to further protect the site.

Do not continue work until SHPO has issued an approval for work to proceed in the area of, or near, the discovery.

SHPO Contacts:

Name: Lorna Meidinger
Title: Lead Historic Preservationist
Phone: (701) 328-2089
Email: lbmeidinger@nd.gov

Name: Lisa Steckler
Title: Historic Preservation Specialist
Phone: (701) 328-3577
Email: lsteckler@nd.gov

4. TRIBAL CONTACTS

In the event cultural resources are discovered, the following tribes will be contacted. See Section 10 for Additional Resources.

Tribe: Turtle Mountain Band of Chippewa
Name: Tribal HQ Front Desk
Title:
Phone: (701) 477-2600
Email: info@tmbsci.org

Tribe: Spirit Lake Nation
Name: Kenneth Graywater, Jr
Title: Tribal Historic Preservation Office
Phone: (701) 766-4031
Email: kjgraywater@spiritlakenation.com

Tribe: Standing Rock Sioux Tribe
Name: Jon Eagle
Title: Tribal Historic Preservation Office
Phone: (701) 854-8645
Email: j.eagle@standingrock.org

Tribe: Sisseton-Wahpeton Oyate
Name: Dianne Desrosiers
Title: Tribal Historic Preservation Office
Phone: (605) 698-3584
Email: DianneD@swo-nsn.gov

Tribe: Mandan, Hidatsa, and Arikara Nation
Name: Allen Demaray
Title: Tribal Historic Preservation Office
Phone: (701) 897-6997
Email: ademaray@mhanation.com

Please provide contact information for additional tribes within your project area, if needed, in Section 11.

5. FURTHER CONTACTS (if applicable)

If the discovery is confirmed by SHPO as a cultural or archaeological resource, or as human remains, and there is a partnering federal or state agency, NDPRD or the Project Lead/Organization will ensure the partnering agency is immediately notified.

Federal Agency:

Agency:

Name:

Title:

Phone:

Email:

State Agency:

Agency:

Name:

Title:

Phone:

Email:

6. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL REMAINS

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Follow the steps under **Stop-Protect-Notify**. For specific instructions on how to handle a human remains discovery, see: [North Dakota Century Code t23c06 \(ndlegis.gov\)](http://ndlegis.gov/CenturyCode/t23c06)

For discoveries that are confirmed or suspected human remains, follow these steps:

1. Notify law enforcement and the Medical Examiner/Coroner using the contacts below. **Do not call 911** unless it is the only number available to you.

Enter contact information below (required):

- Local Medical Examiner or Coroner name and phone:
 - Local Law Enforcement main name and phone:
 - Local Non-Emergency phone number (911 if without a non-emergency number):
2. The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human or if the discovery site constitutes a crime scene and will notify DAHP.
 3. **DO NOT speak with the media, allow photography or disturbance of the remains, or release any information about the discovery on social media.**
 4. If the remains are determined to be non-forensic, cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed by others or disturbed.

Further activities:

- Per [North Dakota Administrative Code - Title 40 Article 2 Chapter 3 \(ndlegis.gov\)](http://ndlegis.gov/NorthDakotaAdministrativeCode-Title40Article2Chapter3), SHPO will have jurisdiction over non-forensic human remains. Locally affected tribes will participate in consultation. The Project Lead/Organization may also participate in consultation.
- Documentation of human skeletal remains and funerary objects will be agreed

upon through the consultation process described in N.D.A.C.§40-02-03

- When consultation and documentation activities are complete, work in the discovery area may resume as described in Section 7.

If the project occurs on federal lands (such as a national forest or park or a military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) apply and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, the Project Lead/Organization will comply with applicable state and federal laws, and the above protocol.

7. PROCEEDING WITH WORK

The Project Lead/Organization shall work with SHPO and affected tribe(s) to determine the appropriate discovery boundary and where work can continue.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Lead/Organization, SHPO, any affected tribe(s), NDPRD, and the federal agencies (if any) determine that compliance with state and federal laws is complete.

8. ORGANIZATION RESPONSIBILITY

The Project Lead/Organization is responsible for ensuring:

- This IDP has complete and accurate information.
- This IDP is immediately available to all field staff at the site and available by request to any party.
- This IDP is implemented to address any discovery at the site.
- That all field staff, contractors, and volunteers are instructed on how to implement this IDP.

9. ADDITIONAL RESOURCES

Informative Video

Ecology recommends that all project staff, contractors, and volunteers view this informative video explaining the value of IDP protocol and what to do in the event of a discovery. The target audience is anyone working on the project who could unexpectedly find cultural resources or human remains while excavating or digging.

[IDP Video](https://www.youtube.com/watch?v=ioX-4cXfbDY) (<https://www.youtube.com/watch?v=ioX-4cXfbDY>)

10. ADDITIONAL INFORMATION

Please add any additional contact details or other information needed within this IDP.

Implement the IDP if you see...

Chipped stone artifacts.

Examples are:

- Glass-like material.
- Angular material.
- “Unusual” material or shape for the area.
- Regularity of flaking.
- Variability of size.



Stone artifacts from Oregon.



Stone artifacts from Washington.



Biface-knife, scraper, or pre-form found in NE Washington. Thought to be a well knapped object of great antiquity. Courtesy of Methow Salmon Rec. Foundation.

Implement the IDP if you see...

Ground stone artifacts.

Examples are:

- Unusual or unnatural shapes or unusual stone.
- Striations or scratching.
- Etching, perforations, or pecking.
- Regularity in modifications.
- Variability of size, function, or complexity.



Above: Fishing Weight - credit [CRITFC Treaty Fishing Rights website](#).



Artifacts from unknown locations (left and right images).



Implement the IDP if you see...

Bone or shell artifacts, tools, or beads.

Examples are:

- Smooth or carved materials.
- Unusual shape.
- Pointed as if used as a tool.
- Wedge shaped like a “shoehorn”.
- Variability of size.
- Beads from shell (dentalium) or tusk.



Upper Left: *Bone Awls from Oregon.*

Upper Center: *Bone Wedge from California.*

Upper Right: *Plateau dentalium choker and bracelet, from Nez Perce National Historical Park, 19th century, made using Antalis pretiosa shells*
Credit: Nez Perce - Nez Perce National Historical Park, NEPE 8762, Public Domain.

Above: *Tooth Pendants.*

Right: *Bone Pendants. Both from Oregon and Washington.*

Implement the IDP if you see...

Culturally modified trees, fiber, or wood artifacts.

Examples are:

- Trees with bark stripped or peeled, carvings, axe cuts, de-limbing, wood removal, and other human modifications.
- Fiber or wood artifacts in a wet environment.
- Variability of size, function, and complexity.



Left and Below: *Culturally modified tree and an old carving on an aspen (Courtesy of DAHP). These are examples of above ground cultural resources.*

Right, Top to Bottom: *Artifacts from Mud Bay, Olympia: Toy war club, two strand cedar rope, wet basketry.*



Implement the IDP if you see...

Strange, different, or interesting looking dirt, rocks, or shells.

Human activities leave traces in the ground that may or may not have artifacts associated with them. Examples are:

- “Unusual” accumulations of rock (especially fire-cracked rock).
- “Unusual” shaped accumulations of rock (such as a shape similar to a fire ring).
- Charcoal or charcoal-stained soils, burnt-looking soils, or soil that has a “layer cake” appearance.
- Accumulations of shell, bones, or artifacts. Shells may be crushed.
- Look for the “unusual” or out of place (for example, rock piles in areas with otherwise few rocks).



Shell Midden pocket in modern fill discovered in sewer trench.



Underground oven. Courtesy of DAHP.

Shell Midden with fire cracked rock.



Hearth excavated near Hamilton, WA.

Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Agricultural or logging equipment. May include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, etc.
- Domestic items including square or wire nails, amethyst colored glass, or painted stoneware.



Left: Top to Bottom: *Willow pattern serving bowl and slip joint pocket knife discovered during Seattle Smith Cove shantytown (45-KI-1200) excavation.*

Right: *Collections of historic artifacts discovered during excavations in eastern Washington cities.*



Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Railway tokens, coins, and buttons.
- Spectacles, toys, clothing, and personal items.
- Items helping to understand a culture or identity.
- Food containers and dishware.



Main Image: *Dishes, bottles, work boot found at the North Shore Japanese bath house (ofuro) site, Courtesy Bob Muckle, Archaeologist, Capilano University, B.C. This is an example of an above ground resource.*



Right, from Top to Bottom: *Coins, token, spectacles and Montgomery Ward pitchfork toy discovered during Seattle Smith Cove shantytown (45-KI-1200) excavation.*



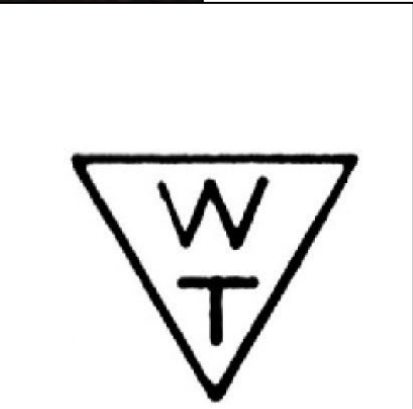
Implement the IDP if you see...

- Old munition casings – if you see ammunition of any type – ***always assume they are live and never touch or move!***
- Tin cans or glass bottles with an older manufacturer’s technique – maker’s mark, distinct colors such as turquoise, or an older method of opening the container.



Far Left: .303 British cartridge found by a WCC planting crew on Skagit River. ***Don't ever touch something like this!***
 Left: Maker's mark on bottom of old bottle.

Right: Old beer can found in Oregon. ACME was owned by Olympia Brewery. Courtesy of Heather Simmons.



Logo employed by Whithall Tatum & Co. between 1924 to 1938 (Lockhart et al. 2016).



Can opening dates, courtesy of W.M. Schroeder.

Implement the IDP if you see...

Historic foundations or buried structures.

Examples are:

- Foundations.
- Railroad and trolley tracks.
- Remnants of structures.



Counter Clockwise, Left to Right: *Historic structure 45KI924, in WSDOT right of way for SR99 tunnel. Remnants of Smith Cove shantytown (45-KI-1200) discovered during Ecology CSO excavation, City of Spokane historic trolley tracks (above ground historic resources) uncovered during stormwater project, intact foundation of historic home that survived the Great Ellensburg Fire of July 4, 1889, uncovered beneath parking lot in Ellensburg.*

Implement the IDP if you see...

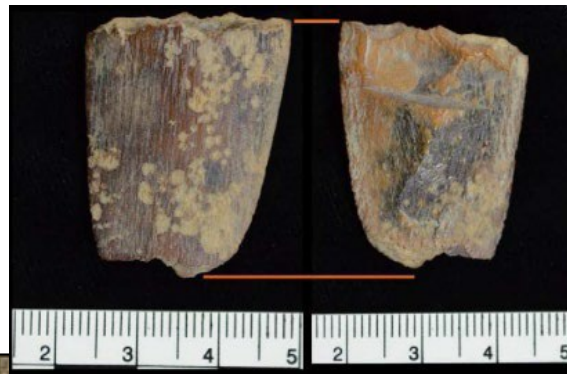
Potential human remains.

Examples are:

- Grave headstones that appear to be older than 50 years.
- Bones or bone tools--intact or in small pieces. It can be difficult to differentiate animal from human so they must be identified by an expert.
- These are all examples of animal bones and are not human.

Center: *Bone wedge tool, courtesy of Smith Cove Shantytown excavation (45K11200).*

Other images (Top Right, Bottom Left, and Bottom) Center: Courtesy of DAHP.



Directly Above: *This is a real discovery at an Ecology sewer project site.*

What would you do if you found these items at a site? Who would be the first person you would call?

Hint: Read the plan!

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 06/24/2025
GRANT NO. P25AP00704-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/24/2025	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	09/30/2029	Annual	12/29/2029
10/01/2029	12/23/2029	Final	04/22/2030

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/24/2025	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	09/30/2029	Annual	12/29/2029
10/01/2029	12/23/2029	Final	04/22/2030

AWARD ATTACHMENTS

Parks & Recreation, North Dakota Department Of

P25AP00704-00

1. Grant Agreement
2. Budget Detail

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
PARKS & RECREATION, NORTH DAKOTA DEPARTMENT OF

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I. LEGAL AUTHORITY

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

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

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will increase public outdoor recreation opportunity for the general public by renovating the Downtown Gateway and Greenway in City of Grand Forks, North Dakota
- B. Project Objectives – The expected result of the project is a renovated park with renewed and increased opportunities for outdoor recreation.

III. PUBLIC PURPOSE

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

The Outdoor Recreation Legacy Program has the further specific purpose of improving recreation opportunities in economically-disadvantaged neighborhoods that are underserved in terms of parks and other outdoor recreation opportunities.

IV. STATEMENT OF WORK

At City of Grand Forks Downtown Gateway and Greenway the recipient, North Dakota Department of Parks and Recreation, will cooperate with the subrecipient, City of Grand Forks, to develop trails, monumentation, promenade, shelter, landscaping and playground; renovate accessibility; remove obsolete ornamentation, and rehabilitate river embankment.

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

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. In cooperation with North Dakota Department of Parks and Recreation the city of Grand Forks will update the Downtown Gateway and Greenway.
3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
4. Ensure the Subrecipient select(s) qualified subcontractors and submit(s) documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
5. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
6. Verify the Subrecipient's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
7. Collect and submit annual and final performance and financial reports in accordance with Article IX.
8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST-SHARE REQUIREMENT

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is authorized for reimbursement of, or use as match, costs up to \$270,000 incurred on or after 01/01/2025. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$3,489,750.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

- 6. Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that

are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

- A. The initial performance and federal financial reports shall specifically identify and report on activities performed and costs incurred during the pre-award period before award issuance as identified in Article VII.
- B. The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office. If rehabilitation, demolition, or rebuilding are proposed to occur within 660 feet of an active or alternate bald eagle (*Haliaeetus leucocephalus*) nest during the nesting season (October 1 through May 15), we recommend the applicant or their designated agent coordinate with the agency responsible for managing wildlife in their state.
- C. If any native birds are using the structures for nesting then actions should be taken so as not to disturb the adults, nests, eggs, or chicks as this could lead to a potential violation of the Migratory Bird Treaty Act. If nests are present or any birds are using the structures regularly for roosting purposes, we recommend the applicant or their designated agent coordinate with the appropriate Service's Field Office and visit the Service's Migratory Bird Program website at <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds> for recommendations on how impacts can be avoided and minimized.
- D. This grant has been awarded prior to recipient completion of modeling that will determine whether a United States Army Corps of Engineers (USACE) 404 or 408 permit is required and/or whether impacts to wetlands will occur and require a permit, and before completing the required reviews in accord with the National Environmental Policy Act (NEPA) and making a determination as to the project's potential to cause impacts or effects to environmental resources. As such, the Recipient [Sub-recipient] is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities. The condition will remain in effect unless and until any necessary permits are acquired and NEPA is completed and approved by the LWCF program. Once these requirements have been successfully completed, the LWCF program will notify the recipient in writing that the review is complete, work on the project may commence, and reimbursement of grant funds is fully authorized.

If the project scope or budget changes in any way after approval as a result of the compliance process, revised final versions must be submitted to the NPS for approval once the condition placed on the agreement has been met.

Once the modeling is complete and any permitting determined, the partner will need to update and resubmit the tables in the A&R form to reflect any impacts.

XI. STANDARD TERMS AND CONDITIONS

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

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

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

2. APPROVED INDIRECT RATE

Not applicable.

3. RESERVED

4. KEY OFFICIALS

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

5. PRIOR APPROVAL

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

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

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

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

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

D. Reporting Frequency

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

E. Definitions

For purposes of this award term and condition:

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

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

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

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

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

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

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

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

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

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text

sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

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

c. Electronic documents with forms

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

13. LOBBYING PROHIBITION

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

14. ANTI-DEFICIENCY ACT

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

15. ASSIGNMENT

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

16. MEMBER OF CONGRESS

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

17. AGENCY

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

18. NON-EXCLUSIVE AGREEMENT

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

19. PARTIAL INVALIDITY

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

20. NO EMPLOYMENT RELATIONSHIP

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

21. NO THIRD-PARTY RIGHTS

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

22. PROGRAM INCOME

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

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

23. RIGHTS IN DATA

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

24. CONFLICT OF INTEREST

(a) Applicability.

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

(b) Requirements.

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

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

(c) Notification.

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

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

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

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

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

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

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

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

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

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

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

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

Waivers

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

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

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

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

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

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

Definitions

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

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

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

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

project are produced in the United States; or the construction materials used in the project are produced in the United States.

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

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

(b) Buy America Preference Alternate Small Award Term

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

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

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

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

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

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

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

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

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

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

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

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

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

26. GEOSPATIAL DATA

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

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

27. SIGNATURES

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

XII ATTACHMENTS

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

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 72, October 1, 2023)

Attachment C. SF-424 – Application for Federal Assistance

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

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

**Project Budget and Cost Estimate Narrative
Gateway + Greenway Renovation Plan
Grand Forks, ND**

Architectural and Engineering Costs \$1,522,550

Project costs include the standard hourly rates plus reimbursable expenses for architectural and engineering design services necessary to produce bid documents. The basic design services include, but is not limited, to:

- Coordination of all preliminary project activities with project stakeholders, potential vendors, and City Staff.
- Schedule and conduct meetings with regulatory agencies to determine critical timelines.
- Set project elevation and horizontal survey control. Perform drone lidar flight and supplemental ground topography and feature collection.
- Complete and collect utility locates via GPS or Robotic Total Station.
- Complete lidar feature extraction, topography processing, and provide preliminary survey drawings including topographic features and 3D surfaces.
- Develop preliminary conceptual layout for the Master Plan Phase 1 Layout.
- Coordinate with private utility companies and review any potential relocations or adjustments necessary to accommodate the proposed project.
- Evaluation of possible uses of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities.
- Review established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to absorb or avoid damage without suffering complete or substantial failure.

Site Work \$219,350

Items included in this category are contractor mobilization, earthwork, grading, removal of aging infrastructure, and other site preparation, necessary to provide a surface suitable for installing the project.

Construction \$3,690,250

Included in this cost are the infrastructure items for user interaction. These items include user amenities such as an Adventure Play area, covered shelter, benches and trash cans. Terracing to the riverbank for river access, a nature promenade, and the restoration of vegetation along the riverbank are also included in this amount.

Contingencies \$1,547,350

The contingencies account for any rise in project costs due to fluctuating construction material costs and contractor estimates before the grant is awarded. This may also include any design modifications

required by the U.S. Army Corps of Engineers to meet flooding requirements.

\$ 6,979,500.00 Total

\$ 3,489,750.00 Land and Water Conservation Grant (50%)

\$ 3,489,750.00 City of Grand Forks Match (50%)

* The City of Grand Forks is requesting \$270,000.00 of pre-awards funds for engineering and design starting 01/01/2025. This is a portion of the total engineering and design costs listed in the SF424C.