

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

OPRD Grant Number: OP 2529

NPS Grant Number: 41-01593

Project Title: Thomas Cully Park Development

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as "State," and **City of Portland**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

1. Effective Date. This Agreement shall become effective on the later of **October 15, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **September 30, 2017** (Project Completion Date). No Grant Funds are available for any expenditures after the Project Completion Date. This Agreement expires on the earlier of the date final reimbursement is paid by State or 46 days after the Project Completion Date if State has not received Grantee's final request for reimbursement as provided in Section 6.b.iv.

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

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

Exhibit B: **Federal Requirements**

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

3. Project Cost; Grant Funds; Match. The total project cost is estimated at **\$2,245,984.00**. In accordance with the terms and conditions of this Agreement, State shall provide Grantee an amount not to exceed **\$500,000.00** or **22.27** percent of the total eligible Project Costs, whichever is less, of Grant Funds for eligible costs described in Section 6 hereof. Grantee shall provide matching funds or the equivalent in labor, materials, or services, in accordance with the rules, policies and guidelines for the Land and Water Conservation Fund governing eligible match, including for all Project Costs as described in Exhibit A

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

reimbursement. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 10.d hereof.

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

6. Disbursement and Recovery of Grant Funds.

a. Disbursement. State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Grantee using a form provided by State and is supported by copies of project invoices, and documentation confirming project invoices have been paid. Grantee may submit payment requests no more than once per calendar quarter. State will disburse up to **75 percent** of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to State. State will disburse the final 25 percent of the Grant Funds upon approval by State of the Final Report and the completed Project. Grantee must submit its final request for reimbursement following completion of the Project and no later than 45 days after the Project Completion Date. Failure to submit the final request for reimbursement within 45 days after the Project Completion Date could result in non-payment. Final payment will be made upon satisfactory completion, as determined by State, of the Project. Eligible costs are the reasonable and necessary costs incurred by Grantee in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

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

- i.** State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii.** Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv.** Grantee has provided to State a request for reimbursement as described in Section 6.a

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

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

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

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

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

d. Audit Requirements.

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

ii. Grantee shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred

by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and State.

9. **Termination.** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.

10. GENERAL PROVISIONS

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

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

With respect to a Third Party Claim for which Grantee is jointly liable with State (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as

any other relevant equitable considerations. The relative fault of Grantee on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

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

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

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

f. No Third Party Beneficiaries. State and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether

directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

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

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

i. Compliance with Law; Remedies. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the Project, including without limitation OAR chapter 736, Division 8 (the Land and Water Conservation Fund administrative rules) and laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the performance of this Agreement. Without limiting the generality of the forgoing, Grantee shall comply with the LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT (the Federal Project Agreement), attached hereto as Exhibit B as though the term "State" as used in Exhibit B means "Grantee" except where the intent of the terms means only the State of Oregon. The benefit to be derived from full compliance by the Grantee with the terms of this Agreement is

the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State of Oregon and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money and other assistance furnished under the terms of this Agreement, Grantee agrees that payment by the Grantee to State of an amount equal to the value of any assistance extended under this Agreement would be inadequate compensation to State for any breach by the Grantee of this Agreement. Grantee further agrees, therefore, that the appropriate remedy for State in the event of a breach by the Grantee of this Agreement shall be the specific performance of the Agreement.

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

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

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

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

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

o. Contractor or Sub-Recipient Determination

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

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

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

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

Federal Award Identification:

(i) Subrecipient name (which must match registered name in DUNS): City of Portland

(ii) Subrecipient's DUNS number: 054971197

(iii) Federal Award Identification Number (FAIN): 41-01593

(iv) Federal Award Date: September 4, 2015

(v) Sub-award Period of Performance Start and End Date: From October 15, 2015 to September 30, 2017

(vi) Total Amount of Federal Funds Obligated by this Agreement: \$500,000.00

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$500,000.00

(viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$500,000.00

(ix) Federal award project description: Development of Thomas Cully Park including inter-tribal gathering garden, habitat restoration, off-leash dog area, overlooks, playground, walking trails with exercise equipment, soccer field and indirect rate.

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: National Park Service, Department of the Interior

(b) Name of pass-through entity: Oregon Parks and Recreation Department

(c) Contact information for awarding official of the pass-through entity: Lisa Sumption, State Liaison Officer (503) 986-0660

(xi) CFDA Number and Name: __15.916 Outdoor Recreation_Acquisition, Development and Planning

Amount:

(xii) Is Award R&D? No

(xiii) Indirect cost rate for the Federal award: 0%

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

SIGNATURE PAGE TO FOLLOW

City of Portland

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

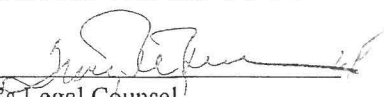
By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By 
Grantee's Legal Counsel
CITY ATTORNEY

Date 10/14/15

Grantee Contact:

Shelly Hunter
1120 SW 5th Avenue
Suite 1302
Portland, OR 97204-1933
(503) 823-4131
shelly.hunter@portlandoregon.gov

State Contact:

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

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

By _____
Larry Warren, Internal Services Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Michele Scalise, Grant Program Coordinator

Date _____

By _____
Jan Hunt, Grants Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By: Approved for legal sufficiency by Assistant Attorney
General Steven Marlowe by email dated October 13, 2015

Name _____
(printed)

Date _____

EXHIBIT A

Project Description and Budget

1. Project. Development of Thomas Cully Park including inter-tribal gathering garden, habitat restoration, off-leash dog area, overlooks, playground, walking trails with exercise equipment, soccer field and other work as described in **Grantee's Project Application** attached hereto and incorporated into this Exhibit A.

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

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

EXHIBIT A

Grant Application for

Thomas Cully Park Development

Contact

Sponsor Name:

Portland Parks & Recreation

First Name:

Shelly

Last Name:

Hunter

Address 1:

1120 SW 5th Avenue

Address 2:

Suite 1302

City:

Portland

State:

Oregon

Zip Code:

97204-1933

Contact Phone:

503.823.4131

Contact Fax:**Contact Email:**

shelly.hunter@portlandoregon.gov

Federal Tax ID:

936002236

Project

Project Name:

Thomas Cully Park Development

Funds Requested:

\$500,000.00

Matching Funds:

\$1,745,984.00

Total Cost:

\$2,245,984.00

Brief Project Description:

This project builds a park in Portland's Cully neighborhood, a low-income community that lacks outdoor recreation areas. Developed through a public-private partnership between Portland Parks & Recreation (PP&R) and Verde, the project engages community, enhances the environment, and establishes a replicable model for park development.

Start Date:

January 1, 2015

End Date:

June 30, 2017

Percent of Grant:

0.2200000000000000

Percent of Match:

0.7800000000000000

Site Name:

Thomas Cully Park Development

Site Acreage:

25.00

Site Town - City:

Portland

Site County:

Multnomah

Site Description:

Located in Northeast Portland, the Cully Park site comprises approximately 25 acres in the Cully Neighborhood. It is owned and managed by PP&R, who acquired it in 2002 with the cooperation and support of Multnomah County and Metropolitan Regional Government. In 2012, Portland Parks & Recreation entered an agreement with Verde, a community-based, social services non-profit, granting that entity development rights for the site.

Land Control:

Fee Simple

Latitude:

45.564326812813874

Longitude:

-122.585803270339970

Finance

BUDGET NARRATIVE: List all source(s) and amount(s) of financial match to the LWCF federal share. The value of the match can consist of cash, land donation, and in-kind contributions. If the project match exceeds the 1:1 requirement indicate how the funds/in-kind contributions will be used. Describe any additional sources of funding or resources, particularly if they are from partners in the project, which will be used to complete the project and whether they are available or still being secured. If applicable, describe how the LWCF monies will play a role in leveraging funding for the project. If a state chooses to include LWCF formula funding in the project, this will not be considered as part of the leveraging. Other federal resources may not be used as a match for the LWCF grant unless such treatment is specifically authorized in the other funding source's enabling legislation. Project sponsors should provide a citation for the legal authority.:

PRE-AGREEMENT COSTS:

Portland Parks & Recreation (PP&R) developed this grant application. Drafting the proposal did not generate pre-agreement costs.

POST-AGREEMENT COSTS:

Per the Cully Park Master Plan, PP&R developed a phasing plan which will provide funds to design, permit, and construct permanent improvements to the Cully site, through strong partnership between PP&R and Verde. The improvements will expand recreation access in a densely populated neighborhood.

CONSULTANT COSTS:

Project partners, PP&R and Verde, will engage a consultant to design the capital project components – the Intertribal Gathering Garden, North Slope Habitat Restoration, off-leash dog area, overlooks, playground, walking trails with exercise equipment, and soccer fields. The estimated budget for consulting time is estimated at \$224,800.

CONSTRUCTION COSTS:

As shown in the budget, project partners currently estimate the construct costs at \$2,021,184. The grant request will be specifically applied to the construction of a youth soccer field. Project partners are relying on a diverse project revenue stream that incorporates commitments from each as well as funds from a variety of grant sources. What follows is a list of cash revenue sources for this proposal:

Portland Parks & Recreation –System Development Charges: \$519,262 (Certain); Source –Government Funding

Verde: \$471,488 (Certain)

Grant: Oregon Parks and Recreation Department – Local Government Grant: \$473,000 (Approved); Source –Government Funding

Grant - East Multnomah Soil & Water Conservation District, Partners in Conservation: \$50,000 (Approved); Source –Government Funding

Grant - East Multnomah Soil & Water Conservation District, Partners in Conservation Plus Grant: \$140,000 (Approved); Source –Government Funding

Grant - Metro Nature In Neighborhoods Capital Grant: \$567,389 (Approved); Source –Government Funding

Grant - Vibrant Village Foundation: \$50,000 (Approved); Sources – Non-Profit Organization

PP&R has the ability and the authority to initiate and to submit a proposal on behalf of the referenced project.

Supplemental

PROJECT NARRATIVE: broadly describe the purpose, planned accomplishments, and goals/expected benefits (short and long term) of the project in terms of improving recreation opportunities for a community. It should address how the project relates to the goals of the competition. It should also specifically explain how the LWCF assistance will be used. :

For all types of projects, the narrative should address: - How the project supports other initiatives and long term plans within the city. - How the proposal implements statewide outdoor recreation goals as presented in the SCORP (include references), and how this proposal was selected based on the State's Open Project Selection Process (OPSP). Also, how the project implements or supports priorities of other relevant planning documents. - The new types of outdoor recreation opportunities and capacities that will be created as a result of the acquisition and/or development. - Current use or disposition of the property and activities and uses planned for the project site after acquisition and/or development. - Who holds or will hold title to the property (does/will the sponsor have adequate control and tenure); who will manage/operate the property; how will the property be maintained and permanent protection assured? - Explain any existing non-outdoor recreation or non-public uses that are intended to continue on the site(s) and/or proposed in the future within the 6(f) boundary. - The process that led to the development of this proposal. Your narrative should address: a. How the interested and affected public was notified and provided opportunity to be involved in planning for and development of the proposal? Who was involved and how were they able to review the completed proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and Indian Tribes. Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal. b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? • **Criteria Narratives** (target length: 5 pages, or about one-half page per criterion) Project sponsors should provide narrative statements describing how the project addresses each of the eleven criteria outlined in Section V. These narrative statements provide an opportunity for sponsors to describe in more detail and highlight the expected impacts and benefits of their project. The evaluation of the projects will be based mainly upon the review of the criteria narrative statements, so it is essential that an accurate but concise narrative be prepared for each criterion. Each narrative statement should provide sufficient information to substantiate claims, but should not exceed one (1) page in length. Each narrative statement should be addressed separately in the order listed. :

ACQUISITION PROJECTS ONLY: Provide the reason(s) for the acquisition, the number of acres to be acquired, and a description of the property. Explain whether the acquisition creates a new public park or recreation area or expands an existing site. Describe and quantify the types of resources and features on the site (e.g., 50 acres of forested area, 2,000 feet of waterfront, scenic views, vacant lot, special habitats, unique or special features, recreation amenities, historic/cultural resources) as well as any constraints (e.g., hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, reversionary interests, above ground/underground utilities, etc.). Describe the plans for the site's development for recreation purposes and the timeframe, including

when the site will be made open and accessible for public outdoor recreation uses. Describe the current status of the acquisition, including negotiations with the landowner, completion of due diligence (title work, appraisals). :

DEVELOPMENT PROJECTS ONLY: Provide the reason(s) for the development and a description of the physical improvements and/or facilities that will be developed with LWCF assistance. Explain whether the project involves new development, rehabilitation, and/or replacement of existing facilities. Describe and quantify the types of resources and features on the site as well as any constraints. Describe the timeframe for completing the project, and when site will be opened (or reopened) and accessible for public outdoor recreation uses. In addition, include a site sketch depicting improvements, where and how the public will access the site, parking, etc. :

1. Explain whether the project involves new development. Describe and quantify the types of resources and features on the site as well as any constraints.

The Thomas Cully Park, which will encompass twenty-five acres, is located in the Northeast Portland in the Cully Neighborhood. Portland Parks & Recreation (PP&R) is requesting capital funding to improve access to developed and natural areas in a densely populated, primarily low income neighborhood. Formerly a brownfield, and later a lined landfill as late as the 1990s, the site is bounded on various sides by a mix of uses including residential housing and a railroad. At present, the site is fenced and is closed to access by the public with the exception of the NE 72nd Avenue Community Garden. Given the neighborhood's population density, access to recreation parks in the Cully area are limited, and what is located there is primarily conducive to passive uses.

Since enacting a formal agreement in 2012, PPR and Verde, its partner, have set about to realize the planning framework laid out in the Master Plan (2008), Parks 2020 Vision (1999), and the Portland Plan (2012). The plans called for a deep level of community engagement, which PP&R and its partner, Verde, have built through collaborative relationships, regular public meetings, and a targeted marketing strategy throughout the planning stage. PPR& and its partner, Verde, will use the LWCF funds to develop the park elements that are responsive to public needs: a playground with ADA features, off-leash dog area, a walking trail with exercise equipment, overlooks, North Slope Habitat Restoration, Intertribal Gathering Garden, and a youth soccer field. The park, once developed, was certain to increase pedestrian and vehicular frequency, so the site plan incorporates NE 72nd Greenstreet, a street improvement that provides curbs and stormwater facilities on an access road that lacks sidewalks, lighting, and other features necessary for pedestrian safety. The Greenstreet element is not included as a part of this funding application (see the attached site plan).

PP&R acquired the space in 2002 designating it as a site for future development. Despite being one of the city's most populous and physically largest neighborhoods, Cully has an overall shortage of parks to meet the demands of residents, many of whom have younger children. Stakeholders, including the general public and several community based non-profits, have actively collaborated to develop recreational improvements that can be programmed year round.

The park elements will be developed through a deep community-based approach that provides multiple social benefits: creating local job and business opportunities while engaging youth in environmental stewardship. These activities provide direct economic benefits to Cully's low income families – good wages, health insurance, paid training, and asset building.

The project period leaves adequate time for the partners to design, permit, and construct the project elements.

With the LWCF's investment, the project partners can meet the mandates of a Master Plan that calls for active recreation, environmental education, and the presence of natural as spaces. These capital improvements are essential to ensuring that consistent interaction with nature and recreational activities are fundamental elements of the Cully Neighborhood.

2. Describe reasons for development and improvement.

Using physical and population as determinants, Cully is Portland's largest neighborhood. Residing in the neighborhood are an estimated 13,300 residents, who are predominantly people of color and low income. Clear disparities exist in the community's access to habitat and recreation when compared to regional averages: a mere twenty-four percent of residents live in a 0.25 mile radius of a park and only five percent live within 0.25 mile radius of habitation. The neighborhood does have three other parks, each of which is less than five acres in size. The attached map demonstrates Cully's lack of outdoor recreation sites.

Between the years 1990 and 2000, the neighborhood's population grew substantially, with as many as 2,000 residents relocating there. Many of those residents were families with young children. Both factors would significantly exacerbate the need for recreational facilities to meet the needs of families with younger children.

PP&R's Strategic Plan, Vision 2020, directs staff to enact a community engagement process that actively involves residents in the process of parks development. By intention, the park includes a mixture of recreation facilities that can be programmed for more casual use. Concept plans are included with the proposal. Additionally, the project not only provides for the restoration of a brownfield, but also presents opportunities to educate residents, who are primarily low income and people of color, about environmental stewardship.

3. Describe and quantify the types of resources and features on the site as well as any constraints. The site is one of Portland's most dramatic. Open and grassy area with no trees, it will offer large, uninterrupted expanses of natural spaces, as well as panoramic views of the Columbia River floodplain, Mount Hood, and Mount St. Helens. The site is bounded by a variety of low intensity uses on all sides: by active rail line on the north; by one-story industrial uses to the east and west; and by residential and industrial uses on the south. The site's elevation is approximately 100' above sea level.

An assessment, detailed more extensively in question 4 of the scoring criteria, stated that the former brownfield is completely safe for development as a park. Past improvements included the installation of a liner and an improved methane collection system by the State of Oregon in the 1990s. Additionally, PP&R has trucked in more soil. There is an average of 6" – 2' of soil above the liner currently being increased to an average of 4' above the liner to facilitate park development.

4. Describe the time-frame for completing the project, and when site will be opened (or reopened) and accessible for public outdoor recreation uses.

As preparation for construction, partners will complete the soil import by the end 2014 (note: those costs are not included as part of this project budget). Design will start on January 1 and continue through winter 2015, with the partners securing the necessary permits for the following project elements: Intertribal Gathering Garden, playground, a walking trail, overlooks, youth soccer field, North Slope Habitat Restoration, and an off-leash dog area. Construction of all project elements will be completed in June 2017. The park will open in October 2015. Supplementing this

application are design drawings representing the 30% design of the park site.

5. How the project supports other initiatives and long term plans within the city.

Several city plans reference the project. Additional supporting documents and photos that project partners are submitting, along with this application, establish the project's relevance as well as the public's commitment to its completion. These include surveys; Parks 2020 Vision, the parks strategic plan (1999); the Cully Park Master Plan (2008); and the Portland Plan, the City's strategic plan (2012).

6. The new types of outdoor recreation opportunities and capacities that will be created as a result of the acquisition and/or development. Current use or disposition of the property and activities and uses planned for the project site after acquisition and/or development.

Park design gives particular attention to the fact that the site is a green oasis surrounded by industrial and commercial uses. Access for pedestrian and vehicular traffic is considered as is the surrounding community. Uses will intensify the occurrence of both, but the design, and the potential park uses, creates buffers that minimizes the impact on the adjacent residential areas.

Cully has a limited number of dedicated park sites. With the development of the Cully Park, the City's most densely populated and largest physical neighborhood will now have ready access to passive and active recreation spaces for the community. More importantly, the variety of potential uses are responsive neighborhood recreation needs, citywide needs, as well as statewide priorities for recreation.

Currently, the site is closed to all public access and no use, aside from the community garden, occurs at the site. Future uses, however, include active and passive recreation, organized sports, educational activities, community gardening, walking, and community gathering events. The park's development of Cully Park also responds to PP&R's interest in equity and in access. East Portland, and particularly Northeast, are parks deficient, and the addition of a new site, particularly one of this size, will provide new recreational opportunities in an under-served neighborhood populated primarily by low income people of color.

7. Who holds or will hold title to the property (does/will the sponsor have adequate control and tenure); who will manage/operate the property; how will the property be maintained and permanent protection assured?

Portland Parks & Recreation holds title to the property and it will be managed as a park in its system. The City's General Fund budget provides for routine maintenance and inspection of this project site. Each project site falls within a Service Zone, or developed area parks portfolio, which will provide for the facility's placement on an inspection schedule.

Existing PP&R staff will handle these maintenance needs. Our current agreement with Verde leaves the option for Verde to have some responsibility in long term maintenance. The maintenance agreement has not been finalized at the time of this application.

8. Explain any existing non-outdoor recreation or non-public uses that are intended to continue on the site(s) and/or proposed in the future within the 6(f) boundary.

Not applicable.

ACQUISITION AND DEVELOPMENT: For projects that will comprise acquisition and development provide a narrative that combines the elements above.:

Relevance of proposed project to core program goals (70 points out of 130 total):

1. To what extent will the project will improve physical access and recreational services and address a neighborhood/community recreational deficiency? (up to 20 points). Higher priority will be given to projects that acquire and/or develop a new park/recreation opportunity in a neighborhood with no other such resources within a reasonable service area, or significantly rehabilitate or enhance an existing park/recreation opportunity in a neighborhood with no other such resources within a reasonable service area, or is otherwise severely underserved. Lower priority will be given to projects that acquire and/or develop a new or significantly enhance an existing park/recreation opportunity in a neighborhood that has other recreation opportunities. A "reasonable service area" for a neighborhood park is generally the area within a one-half mile or a 10 minute walk. For parks or recreation spaces serving multiple neighborhoods or a community in general, the distance is up to 1 mile. Expected responses should articulate how the project fills an unmet need within the neighborhood/community. The maps provided as part of the application should be used in describing the project. Photos of the site area are also strongly encouraged.:

The 2008 Master Plan describes a neighborhood in flux as demographic diversity increased, population density rose, and the median age dropped as families migrated into the neighborhood. At present, the densely populated neighborhood has four parks in or adjacent to the Cully Neighborhood: Sacajawea, a 4.89 acre partially developed park site that lacks recreation facilities; Wellington Park, a 3.45 acre park site that incorporates features supporting disabled play; Whitaker Ponds Nature Park, a twenty-five acre park site that includes features that support environmental education, play, and nature observation; and Colwood Park, a 48 acre site acquired in March 2014 for which PP&R will develop a master plan when time and resources allow (pictured on the vicinity map). What physical activity that does occur, particularly among youth, happens in spaces like parking lots or roads that are unsafe for recreation. The absence of readily, accessible recreation spaces limits the ability of Cully residents to engage in healthy activities like exercising or spending time in nature.

The Plan states that "there is a need for basic recreational facilities and opportunities such as a playground, walking trails, flexible open space, picnic areas, and sports courts." With LWCF grant funding, the project partners will develop an in-fill space with the following new active recreation and open space improvements (see construction drawings and the site plan):

- **Playground.** Plans call for the construction of a 10,000 square foot nature play area that meets the recreation needs of young people in the neighborhood and disabled youth.
- **Off-leash dog area.** This 30,000 square foot off-leash dog area will include a perimeter trail, site furnishings, and plantings.
- **North Slope Habitat Restoration.** The restoration of the 3.28 acre area as a mixed deciduous-riparian habitat is designed to improve water quality and support outreach education focused on the watershed health.
- **Walking Trails and Exercise Equipment.** Plans call for the construction of a 5,267 linear foot trail network that are designed in a way as to support use by visitors in wheelchairs or with limited mobility.
- **Overlooks.** Two overlooks, sized 400 square feet, will offer trail users and other park visitors an

opportunity to rest and to enjoy unhindered views of Mount Hood, Mount St. Helens, and the Columbia Gorge.

- Youth Soccer Field. Partners plan to construct a 50 x 70 yard artificial turf field, complete with goals and benches.
- Intertribal Gathering Garden. The features of this 40,000 square foot educational space will provide Native American elders with a communal space for multiple purposes: an outdoor space for programming like storytelling or other culturally important activities; an accessible trail system; and an edible woodland for cultivating indigenous foods, plant materials, and herbs used in traditional ceremonies.

When Cully Park opens, it will serve 405 households not currently served by another park or natural area. Within this "Cully Park Service Area," forty-five percent of households earn less than \$40,000 per year and forty-eight percent are people of color.

2. To what extent will the project will improve recreation service to economically-disadvantaged neighborhoods/communities? (up to 20 points). Higher priority will be given to projects that will improve outdoor recreation opportunities for target neighborhood/community populations including significant populations of youth, minorities, and/or low and moderate income residents, for whom serious recreation deficiencies exist. Lower priority will be given to projects that improve outdoor recreation opportunities in neighborhoods/communities that do not contain significant populations of youth, minorities, and/or low and moderate income residents. Expected responses should include US Census tract data indicating the proportion of the population within the census tract(s) and for the overall city. Census-defined minorities are African-Americans, Hispanics, American Indians, Asians, Eskimos, Aleuts, and Pacific Islanders.:

Cully Neighborhood demonstrates that the lack of access produces inequitable recreation outcomes. Home to an estimated 13,300 residents, the neighborhood is one of the most culturally and socially diverse neighborhoods in metropolitan Portland. Sixty-nine percent of those residents are between the ages of eighteen and fifty-nine. The 2010 Census indicated that forty-eight percent of the population are people of color as compared with the remainder of Portland, where twenty-six percent of the population are people of color. Of those residents, approximately thirty-four percent fall below the 2013 Poverty Guidelines for a family of four as compared to the rest of the City where the figure is twenty-five percent.

Survey findings indicated that the community's recreation choices are shaped by access. A 2013 City survey revealed that fifty-five percent of Cully's residents engage in monthly use of parks, as compared to the fifty-nine percent citywide monthly usage rate reported by respondents. Twenty-four percent of residents live within 0.25 mile radius of a park whereas the regional average is forty-nine percent; and five percent of residents live within 0.25 mile radius of habitat whereas the regional average is sixty-four percent (source: 2007, Regional Equity Atlas, the Coalition for a Livable Future).

Describing the area as "parks deficient," PP&R's strategic plan directs the organization to work with residents to develop a park in the Cully Neighborhood. The 2008 Cully Master Plan also states a need for "recreational improvements that encourage use by visitors throughout the year and throughout the day."

The development of Cully Park, and the substantial work required to achieve that end, will mitigate existing recreational deficiencies in the area with major capital improvements. Currently, the site is fenced and visits to the park site are permitted by special appointment only. Completion of the 72nd Greenstreet, which is not a part of this proposal, will significantly enhance access to outdoor

recreational opportunities by creating a safe access point for vehicular and pedestrian traffic. With convenient and safe access, Cully's residents could increase the time spent engaging in outdoor activities like hiking, biking, or walking.

Partnerships have expanded and deepened the capacity of this project to address the needs of diverse constituencies. For example, the emphasis on equity and access to under-served populations led partners to work with the Native American Youth and Family Center on the design of a dedicated space for Portland's urban Native American population. The Intertribal Gathering Garden's design mission is to provide the Portland area Urban Indian community and Tribes whose ceded land includes the Cully Park site with a place to commune, cultivate indigenous foods and materials for cultural practices and traditions, and revitalize the associated knowledge, skills and ethics.

The park, itself, is a hub, a place for gathering, communing, and play in a neighborhood where the benefits of parks have not accrued equitably. The project's focus on civic engagement empowered residents and other stakeholders to participate in the design of public recreation asset which will anchor and shape community identity.

3. Describe to what extent to which the target community participated in project development and the extent of support of government agencies and elected officials (up to 10 points). Higher priority will be given to projects that originated from citizens, neighborhood leaders, or community groups, particularly youth and youth groups, within the community that will be served by the project. Priority will also be given to projects that are supported by public agencies and elected officials and those that will employ and/or provide job training opportunities for youth and/or veterans (or to a lesser extent, provide opportunities for volunteer service). Lower priority will be given to projects with little to no community support or that do not provide employment, job training, or volunteer opportunities. Expected responses should describe citizen/youth participation/support and engagement in the project. Letters (or emails) of support from citizens, public agencies, and elected officials (local to national) may be included as appropriate. The response should also describe or document opportunities for employment, job training, or volunteer service, particularly for youth and veterans.:

Key pillars guiding the design and the implementation of this project is community engagement and community capacity building, which have happened throughout and engaged residents across the life spectrum. Since 2010, project partners have worked with stakeholders on achieving its goals: building civic engagement and creating wealth through an environmental asset. Verde stewards a coalition, representing the interests of 15 community-based groups, intent on mitigating equity and access issues in the neighborhood. Residents and these other stakeholders participated in every aspect of park development from site assessment (testing the air and soil) to design of park features to generating information about how the park will have health benefits for the community.

The public, including youth at local middle and elementary schools, participated in charrettes that informed the park's design (see attached images). In fact, our work with elementary school aged youth supported curriculum objectives, by teaching the youth participants the principals of park design, a process that required the application of math skills. In fact, from July 2012 to June 2013, 324 residents participated in Park design activities, including 143 low income people, 231 people of color, and 126 youth.

The process included regular meetings with the Cully Association of Neighbors and other coalition members. Partners have also regularly shared information with the public via print articles and online sources, including the Cully Association of Neighbors' newsletter (monthly circulation:

3000), and the bilingual Let Us Build Cully Park email newsletter (circulation: 850), as a mechanism of enhancing public awareness of the project. Verde also maintains a bilingual website which updated frequently with current news about project milestones, meetings, or other pertinent information.

Early 2011, Verde and its partners collected 230+ surveys, in an online and a written version, in English and Spanish, from residents surrounding the issues with park development. Once compiled, the survey results were utilized to guide the design efforts addressed in this request (see the attached survey results).

Committees were a method to support community engagement. For instance, the Cully Park Safe Access committee created recommendations for improving pedestrian ingress and egress. Also notable is the fact that project partner, Verde, raised funds to provide stipends to low income members for sustained participation in committees like the Community Involvement Committee which worked together with the Oregon Department of Environmental Quality/DEQ and Oregon Health Authority/OHA. Their work, which focused on skill development, taught participants how to complete and analyze environmental assessments.

A total of eight open houses have been held since 2012 to share information and collect feedback from the community. During each of these processes, community members received written or drawn responses to their input. For example, 7th & 8th grade students designed the community garden and listened to community member feedback. A landscape architect provided drawings based on those discussions to the students and ultimately to the broader community. This approach built capacity in the community to lead the design of the park.

Local, state and federal agencies strongly support the project. Multiple City of Portland Bureaus have contributed both in-kind and cash support for the project including: the Bureau of Environmental Services, the Brownfields Program, and the Bureau of Transportation. Multiple state agencies have contributed in-kind and cash support for the project including: DEQ, OHA, Business Oregon, Oregon Department of Transportation, Governor's Regional Solutions Center. Regional agencies have strongly supported the project, including Metropolitan Regional Government and Trimet.

4. Describe the extent to which the project will advance an innovative solution and/or transform a non-park/recreation land use (up to 10 points). Higher priority will be given to projects that offer unique and innovative aspects such as with park placement, design, or retrofit of facilities, and/or plans to convert non-park/recreation land uses or distressed properties to a new or enhanced park that will be a community recreation asset that better meets current needs. Lower priority will be given to projects that would result in effective recreation facilities and services but will be accomplished through common or standard approaches. Expected responses should describe any unique or innovative aspects of the project. If appropriate, descriptions should be supported by photos, renderings, or architectural or similar plans.:

This project has the following three key innovations:

1. Creating access to recreation: Developing a formerly damaged twenty-five acre brownfield in one of Portland's largest, most diverse neighborhoods which is currently identified as habitat and park deficient. The State of Oregon requires a Human Health Risk Assessment/HHRA before a brownfield can be returned to productive use. The HHRA's Final Report, known as a "Health Consultation Report," states that the site is safe for park development, "all contaminants tested were at levels typical of those found in urban environments, and are considered to be too low to cause concern for human health." Particular attention to sustainability is also reflected in the site

plan which uses an in-fill site for a newly developed park location, uses native species, and restores a damaged ecosystem.

Additionally, the Intertribal Gathering Garden, a 40,000 square foot edible woodland, was carefully crafted after considerable consultation with a community-based stakeholder, the Native American Youth & Family Center (NAYA). Our Portland area Urban Indian community totals over 40,000, representing over 380 tribes, many of whom access services or participate in programs at NAYA. This community faces deep disparities in income, homelessness, health, education and child welfare, experiences connected to persisting historical traumas from colonization and to lack of resources and services. Significant barriers exist to accessing land, culturally significant plants and healthy traditional foods – all essential to keeping alive cultural tradition and knowledge that supports individual and community health. The Garden, which addresses those barriers, is the first dedicated public improvement designed to revitalize Native American traditional knowledge and skills in Metropolitan Portland.

2. Building community capacity: Involving low income youth and adults in the design and construction of park features through two methods: a) Social enterprises that will employ and train low income adults and provide contracting opportunities for minority-owned businesses, women-owned businesses, and local businesses ("target businesses"); b) a broad, community-based design process that involves local residents - who are predominantly low income, people of color - in the design of park features, with a strong emphasis on youth participation. For example, Verde Landscape hired three Cully residents to help build Cully Park's Community Garden. These temporary workers (supervised by regular Landscape Crew Members) worked 294 hours, earning \$6,076, a meaningful increase in income for a low income family.

And, 3. Establishing a replicable, community-based model for park development: Implementing a public-private partnership that deeply engages neighborhood residents and organizations as partners in park development as well as generates new resources for park design and construction.

Identifying the area as park deficient, Portland Parks & Recreation (PP&R) acquired the landfill in 2002. The completion of the 2008 Master Plan set the groundwork for redevelopment, indicating that the process would occur when bond funding became available. Consecutive years of budget cuts, beginning in year 2008, led to a stark reality: PP&R's capital project needs outweighed the available funding. Through outreach advocacy, PP&R engaged the Cully community about how to resolve this funding challenge. A coalition of fifteen community-based organizations, the Let Us Build Cully Park coalition, proposed a public-private partnership as a way to leverage new public and private funding for park design and construction. In 2012, Portland City Council approved the City-Verde Agreement, a document that ceded the site's development rights to Verde, a Cully-based nonprofit experienced in developing environmental infrastructure.

5. Describe the extent to which the project will advance or deliver complementary and/or intrinsic benefits over and above the provision of new or enhanced park or outdoor recreation space (up to 10 points): Higher priority will be given to projects that are likely to result in additional tangible benefits in one or more of following areas: economic development; health and wellness; environment (e.g. protecting local ecosystems, green infrastructure, etc.); historical, cultural, or archaeological resource protection; and/or arts and culture. Lower priority will be given to projects that provide only recreation benefits. Expected responses should include, by benefit category, sufficient descriptions and specific documentation outlining any other potential benefits expected to be gained from the project. Descriptions should be supported by or referenced other documentation such

as plans, photos, etc. Financial Support and Leveraging (30 points out of 130 total):

The Cully Park Master Plan sets the framework for development – Verde, the project's partner, is charged with development and fundraising responsibilities, while PP&R offers expert guidance and support on permitting, and where applicable, best practices in park development. This project develops a new environmental asset that provides local green employment and business opportunities in Park design and construction; restores a brownfield; creates educational opportunities for community youth; provides access to outdoor recreation opportunities; and establishes a replicable model for community-based environmental investment. With the former's expertise in social enterprises, it was able to engage residents, peer organizations, and environmental policymakers in the design process in a way that empower the neighborhood's low income residents or people of color.

Positive outcomes resulting from the project include the following:

Economic development: The project has aggressively sought to engage minority- and woman-owned businesses in the construction of green infrastructure. The emphasis has long-term benefits, among them growing the community's wealth base and expanding the capacity of the residents.

In the completed Cully Park Community Garden, which opened in October 2012, Verde, which is managing the design process, achieved aggressive hiring and contracting goals: hiring a certified minority-owned general contractor; and ensuring that roughly fifty percent of services and materials were provided by target businesses fifty percent construction wages paid to low income people or people of color.

Health and Wellness: Residents have taken the lead on assessing community health through a committee, the Cully Park Health Monitoring. Staffed by community members, the committee worked closely with the Oregon Health Authority, to create a set of health indicators that examined the park's potential impact. Verde, the project partner, paid an honoraria for participation, and members included low income Latinos and residents of the mobile home adjacent to the site. Meeting monthly from January to September 2012, participants voiced community concerns, advised agency staff, participated in sampling activities, visited the Portland Bureau of Environmental Services lab to learn how samples are analyzed, and gained valuable skills.

Environment: The revegetation of the park area with native species presented partners with the opportunity to educate the community about stormwater management and watershed health. All capital improvements in this application will be used by PP&R's educators and stewardship coordinators, as well as other community-based groups, to deepen awareness of environmental stewardship in the general public.

Additionally, Native Americans in Multnomah County face deep disparities from actions that have disenfranchised them from their land base and weakened tribal traditions. There are few places in the County where Native American elders are able to access and harvest the plants used in traditional ceremonies. Thus, the significance of the Intertribal Gathering Garden cannot be downplayed, as it will feature prominently in NAYA's, and other stakeholder's, educational classes.

6. Describe the extent to which the project will leverage financial or in-kind support from sources in the public, private, and/or non-profit sectors and addresses the match requirement of the LWCF Act (up to 20 points). Higher priority will be given to projects involving multiple and diverse partnerships and that exceed the required 1:1 match,

especially from non-public sources. Lower priority will be given to projects that don't involve partnerships and/or that meet only the minimum required 1:1 match solely with project sponsor funds. Expected responses should list and briefly describe the nature and extent of involvement in the project by any public, non-profit, or private partners. Any commitments of financial or in-kind resources to meet the required match, especially in excess of the 1:1 level, should be articulated and documented if possible.:

From the beginning, this project has been characterized by deep, cross-sector partnerships across government, nonprofits, for-profit companies, and educational institutions. Per the City-Verde Agreement, Verde has raised over \$3.6M for Cully Park Phase1's design and construction since July 2012, including in-kind design and construction services valued at over \$600,000 (Verde also raised over \$417,000 prior to July 2012, including funding for the site's Human Health Risk Assessment, which was fully funded by DEQ and OHA). Committed funders since July 2012 include: Port of Portland, East Multnomah Soil & Water Conservation District, Metro Nature in Neighborhoods, Portland Water Bureau, the Surdna Foundation, the Oregon Community Foundation, Portland Bureau of Environmental Services, United Way of the Columbia-Willamette, Vibrant Village, US Environmental Protection Agency, Oregon Business Development Department, Penney Family Fund, Multnomah County, National Fish & Wildlife Foundation, and Meyer Memorial Trust. In February 2014, Portland Parks & Recreation made the largest award to date to the project, a \$1.25 million dollar commitment of tax-based funding.

For the project elements detailed in this application, partners have dedicated the following resources:

Portland Parks & Recreation –System Development Charges: \$519,262 (Certain); Source –Government Funding

Verde: \$471,488 (Certain)

Grant: Oregon Parks and Recreation Department – Local Government Grant: \$473,000 (Approved); Source –Government Funding

Grant - East Multnomah Soil & Water Conservation District, Partners in Conservation: \$50,000 (Approved); Source –Government Funding

Grant - East Multnomah Soil & Water Conservation District, Partners in Conservation Plus Grant: \$140,000 (Approved); Source –Government Funding

Grant - Metro Nature In Neighborhoods Capital Grant: \$567,389 (Approved); Source –Government Funding

Upon the submission of this application, only 22.26% of the funds – the amount requested – remain unsecured.

7. Describe the impact of the federal investment per capita (up to 5 points). Higher priority will be given to projects with per capita cost of less than \$1.00; lower priority will be given to projects with a per capita cost that exceeds \$10.00. This will be assessed by dividing the Federal grant share by the 2010 US Census Jurisdiction total population for the city in which the project is located. Expected responses should include the 2010 US Census total population of the city in which the project is located and total Federal share being requested for the project.:

The 2010 US Census pinpoints Portland, Oregon's total population at 583,776 persons. Given a

funding request of \$500,000, then the project's per capita cost is \$1.17.

Investment of these funds would support project partners realizing the goals of several local and regional planning documents, including the following:

Parks 2020 Vision, <http://www.portland.gov/parks/40182>

Strategic planning for the Portland park system is driven by the content of the PP&R 2020 Vision. In examining the Northeast, the plan identifies park shortages, facility deficiencies, and problems with connectivity. Development plans for Cully Park calls for the creation of a variety of high quality park and recreation services that promote community in the City.

The Portland Plan, <http://www.portlandonline.com/portlandplan/index.cfm?c=58776>

Adopted in 2012, the Portland Plan is the document guiding strategic planning efforts in the City. The plan's stance on prioritizing future action by departments is clear as it states that "advancing equity [is] at the core of our plans for the future." Cully, with its location in a high need area, represents a tangible effort to advance equity in the distribution of recreational assets.

Cully Master Plan, 2008, <http://www.portlandoregon.gov/parks/article/469561>

The Cully Park Master Plan (2008) sets the framework for development. It envisions a variety of recreational features that will invite frequent use by neighbors and the region's residents. The phasing of park development responds to the Master Plan's Implementation Strategy, which states "a phasing plan which will allow for a sequential improvement of the site if funds for the entire project cannot be secured." The Master Plan's Implementation Strategy also speaks to funding, stating that "Partnerships with other organizations and agencies also should be researched." In response, Portland Parks & Recreation and Verde developed a public-private partnership to support the design and construction of Cully Park Phase 1. In 2012, Portland City Council formally approved a Cully Park agreement between Portland Parks & Recreation and Verde.

With LWCF's investment, project partners will realize the direction provided these plans in a manner that significantly improves access to parks and recreation programs in an underserved community. This is key to building a healthy Portland. This project emphasizes park development as a means of ensure that the presence and the experience of nature and recreation is a fundamental element of the neighborhood's character and livability.

8. Describe the viability and reasonableness of the project budget as it relates to the scope of work (up to 5 points). Higher priority will be given to clear and detailed projects budgets that contain cost items that are reasonable and clearly related to the project's scope. Priority will also be given to projects where funding to cover the entire project budget is mostly in place (excluding the grant amount), particularly any amounts promised as overmatch. Lower priority is given to poorly detailed and/or unrealistic project budgets where limited funding is available beyond the amount needed to match the requested grant and additional would be needed to complete the entire project. Evaluation of this criterion will be based on project budget and cost estimates submitted with the application. Expected response should also include certification of the availability of the matching share, including overmatch funds if applicable. Technical Merit and Qualifications of Applicant (30 points out of 130 total):

Project partners have secured \$1.75 million in certain funding to date, and those funds are applied as part of the match. Our project partner, Verde, is actively seeking funds for the project, but we are not relying on those funds. In the event that our partner should secure additional funds for grant project, then PP&R would reduce its SDC contribution in accordance with the award level. Additionally, PP&R and Verde are both skilled at securing grant funding, and subsequently

administering the funder's mandates.

9. Describe the strength of the project's alignment with the State's SCORP and specific priorities of any community/regional/state revitalization or economic development plans (up to 10 points). Higher priority will be given to projects that address a specific SCORP priority or goal as well as that of other city, regional, state, and/or national-level comprehensive, master, community revitalization, and/or economic development plans. Lower priority will be given to projects that only generally align with broad SCORP goals. Expected responses should specifically identify the relevant SCORP priority(ies) or goal(s) that the project will address. The response should also reference/web link and explain any similar connections of the project to goals or priorities of applicable city, regional, state, and/or national-level comprehensive, master, community revitalization, and/or economic development plans or initiatives, if any.:

The project meets four key areas of SCORP – access to non-motorized trails, connecting the community's low income residents to nature, promoting physical activity among residents, and encouraging sustainability. It also addresses the Cully Park Master Plan (2008); as well as key elements of the Portland Plan (i.e., 2012 – expanding equitable outcomes in the distribution of parks services) and the Parks Vision 2020 (i.e., 1999 – initiating a community driven parks development process). The completion of these project components will provide critically needed habitation and play areas in northeast Portland, an area that is significantly recreational space deficient.

A densely populated, low income neighborhood, with its fair share of children, Cully currently has several small recreation parks to serve and estimated 13,300 residents. Unlike the twenty-five acre Cully Park, these other neighborhood assets are more conducive to passive recreation. As funds become available, PP&R will initiate master planning processes that would make those parks - Sacajawea, Wellington, Whitaker Ponds, and Colwood - more responsive to the needs of changing neighborhood demographics. This project, however, encourages physical activity and promotes a connection to nature for the low income and people of color residing therein.

Connectivity to the Cully Park presents a challenge because the neighborhood lacks transportation infrastructure. Sixty-five percent of Cully streets are substandard or unimproved, less than twenty-five percent have sidewalks on both sides. Such is the current state of NE 72nd Avenue, which ends at Cully Park's Community Garden. Another Cully Park project element which is not a part of this grant application, the NE 72nd Greenstreet, remedies these access challenges by adding needed sidewalks, lighting, and other features necessary for pedestrian and vehicular safety. This access improvement also integrates Cully Park into PP&R's bikeway and pedestrian network. Such action is consistent with and advised by the Cully Master Plan and the Portland Plan, two strategic planning documents aiming to integrate under-served neighborhoods, like this one, into the City's recreation infrastructure.

This project addresses several sustainability recommendations for OPRD-administered grant programs, and supports the Oregon Sustainable Parks mission statement. When Cully Park is developed, it will embody the city's commitment to restoring a landscape that was altered beyond recognition. The North Slope Habitat Restoration and the Intertribal Gathering Garden, for example, use native species. While current plans do not call for the use of recycled water for the elements for which partners are seeking funding, these improvements use recycled water for landscape irrigation. The project even addresses economic stability by establishing important model by setting aggressive contracting and hiring goals: fifty percent target women/minority business participation in project design; fifty percent target women/minority business participation in project construction; and twenty percent of project construction wages paid to local workers.

10. Describe readiness of the project (up to 10 points). Higher priority will be given to projects that exhibit a high degree of confidence that they can begin within one year and be completed in three. Priority will also be given to projects where work that would support review for NEPA or NHPA compliance purposes is already done or where complications appear unlikely. Lower priority will be given to projects with plans are still at the concept stage and/or the project seems to face implementation challenges, and where the timeline is scoped out only in broad terms. Expected responses should include a sufficiently detailed narrative to support the project's timeline, such as documenting that acquisition parcels are under contract and/or and development permits are approved, as well as specifically articulate the project's likely ability to get through NEPA and NHPA review without issues.:

What distinguishes this project is the level of jurisdictional cooperation and collaboration that exist between the municipal, the regional, and the state governments. Each has brought substantial contributions, whether financial or professional expertise, as the project's plan was being formulated.

As a result, the construction of Cully Park is underway. In Summer 2014, partners are bringing in 60,000 cubic yards of clean fill to grade the site. Given the nature of the site and the intense regulatory oversight there could be delays in terms of development details and how it might affect existing infrastructure. In working with DEQ & Metro as project partners, we do not anticipate any significant delays in obtaining the necessary permits to complete the proposed site improvements and complete all project elements before summer 2017.

Major Project Milestones:

1. Public Outreach (i.e., communicating milestones, outreach, etc.) – Ongoing
2. Project Monitoring – Ongoing
3. Environmental Analysis – Task completed
4. Securing Design Consultant—Task completed
5. Site Development Permit – Task completed
6. Type 3 Land Use Application – Task currently underway; Anticipated completion in December 2014
7. Building Permit – Anticipated completion in Spring 2015
8. Construction – Anticipated Completion End of 2016

11. Describe the capacity of the applicant and partners in the project (up to 10 points). Higher priority will be given to project sponsors who can demonstrate past success in: accomplishing LWCF-assisted and/or similar projects; administering LWCF or other federal grants; and managing and sustaining parks or other recreation resources to ensure long-term viability and remain compliant with the legislatively-mandated LWCF Section 6(f)(3) protections. Lower priority will be given to projects where the sponsor has known problems in implementing previous LWCF projects, managing federal grants, issues or challenges with park and outdoor recreation management, and/or has currently outstanding LWCF 6(f)(3) compliance issues that are being poorly managed. Expected responses should articulate past grant/project performance and/or issues and entail assurances about sustaining park operations and LWCF Section 6(f)(3) protections.:

PP&R has successfully administered LWCF agreements in the past for a variety of projects including Pioneer Courthouse Square for instance.

PP&R is fully compliant with the mandates of past grant agreements. Quarterly reports were submitted on time. Funds were expended in a way that was consistent with the accepted application. Projects were completed within the confines of deadlines.

Currently, OPRD and NPS have identified three potential issues which PP&R is in the process of addressing. For the first issue, East Delta Park's Strasser Field, PP&R has submitted all requested documentation, and that submission is currently under review. The second identified issue is a public facility request for the Pier Park, and PP&R has submitted a draft of that document for critique. With the final issue, Williamette Park, PP&R has awaiting direction on what steps to take. The organization, however, has identified parcels of commensurate value if a conversion is requested.

To date, the organization has complied fully with requests for support documentation as directed.

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Inter-Tribal Gathering Garden - Design & Permitting	1		\$43,200.00	\$43,200.00	\$43,200.00	\$0.00	GRANT: Metro Nature in Neighborhoods Grant: Metropolitan Regional Grant: Capital: (Approved)
Inter-Tribal Gathering Garden - Construction	1		\$239,034.00	\$239,034.00	\$239,034.00	\$0.00	GRANT: Metro Nature in Neighborhoods Grant, Partners in Conservation Grant, Project Grant: Metropolitan Regional Government, East Multnomah Soil Water Conservation District, Vibrant Village Foundation: Capital: (Approved)
North Slope Habitat Restoration - Design & Permitting	1		\$34,050.00	\$34,050.00	\$34,050.00	\$0.00	Verde
North Slope Habitat Restoration - Construction	1		\$306,450.00	\$306,450.00	\$306,450.00	\$0.00	Verde
Off-Leash Dog Area - Design & Permitting	1		\$5,500.00	\$5,500.00	\$5,500.00	\$0.00	GRANT: Local Government Grant: OPRD: Capital: (Approved)
Off-Leash Dog Area - Construction	1		\$49,500.00	\$49,500.00	\$49,500.00	\$0.00	GRANT: Local Government Grant: OPRD: Capital: (Approved)

Overlooks - Design & Permitting	1	\$8,800.00	\$8,800.00	\$8,800.00	\$0.00	GRANT: Local Government Grant: OPRD: Capital: (Approved)
Overlooks - Construction	2	\$39,600.00	\$79,200.00	\$79,200.00	\$0.00	GRANT: Local Government Grant: OPRD: Capital: (Approved)
Playground - Design & Permitting	1	\$33,000.00	\$33,000.00	\$33,000.00	\$0.00	GRANT: Local Government Grant: OPRD: Capital: (Approved)
Playground - Construction	1	\$297,000.00	\$297,000.00	\$297,000.00	\$0.00	GRANT: Local Government Grant: OPRD: Capital: (Approved)
Walking Trails w/Exercise Equipment - Design & Permitting	1	\$40,250.00	\$40,250.00	\$40,250.00	\$0.00	Verde
Walking Trails w/Exercises Equipment - Construction	1	\$362,250.00	\$362,250.00	\$362,250.00	\$0.00	Verde, PP&R- System Development Charges
Soccer Field - Design & Permitting	1	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	PP&R - System Development Charges
Soccer Field - Construction	1	\$687,750.00	\$687,750.00	\$187,750.00	\$500,000.00	PP&R - System Development Charges
Totals			\$2,245,984.00	\$1,745,984.00	\$500,000.00	

Total Project Cost:	\$2,245,984.00
Total Match for Sponsor:	\$1,745,984.00
Grant Funds Requested:	\$500,000.00

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

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

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

EXHIBIT B

Federal Requirements

Exhibit B

OMB Control No. 1024-0031
Expires: 10/31/2016

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

State:	Project Number (LWCF/FBMS):	
Oregon	41-01593	P15/APG0351
Project Title:		
Thomas Cully Park Development		
Project Period:		
8/19/2015 to 12/31/2017		
Proposal Scope (Description of Project):		

Development of Thomas Cully Park including inter-tribal gathering garden, habitat restoration, off-leash dog area, overlooks, playground, walking trails with exercise equipment, soccer field and indirect rate.

The following are hereby
incorporated into this agreement:

Total Project Cost \$ 3,072,281.51

LWCF Amount \$ 683,949.94
(Fund amount not to exceed 50% of total)

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

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

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

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

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

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

THE UNITED STATES OF AMERICA	STATE
By: <u>Michael J. Duda</u>	Oregon
(Signature)	(State)
Leader, Partnership / BOR - Seattle	<u>[Signature]</u>
National Park Service	(Signature)
Department of the Interior	Larry Warren
	(Name)
Date: <u>Sept. 4, 2015</u>	Alternate State Liaison Officer
(Entered by NPS)	(Title)

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

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

Grant and Cooperative Agreement

CHOOSE ONE:

- ☐ COOPERATIVE AGREEMENT
- ☒ GRANT

CHOOSE ONE:

☐ EDUCATION☒ FACILITIES☐ RESEARCH☐ SDCR☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER

P15AP00351

2. SUPPLEMENT NUMBER

3. EFFECTIVE DATE

08/19/2015

4. COMPLETION DATE

12/31/2017

5. ISSUED TO

NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
 STATE PARKS AND RECREATION, OREGON
 Attn: ATTN GOVERNMENT POC
 725 SUMMERS ST NE STE C
 SALEM OR 97301-1266

6. ISSUED BY

NPS, Land & Water Conserv Grants

Mailing Address: State and Local Assistance Programs

1201 I Street NW

Washington DC 20005

7. TAXPAYER IDENTIFICATION NO. (TIN)

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

10. RESEARCH, PROJECT OR PROGRAM TITLE

41-01593 Thomas Cully Park Development

11. PURPOSE

See Schedule

12. PERIOD OF PERFORMANCE (Approximately)

08/19/2015 through 12/31/2017

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$0.00	PREVIOUS	\$0.00
THIS ACTION	\$683,949.94	THIS ACTION	\$683,949.94
CASH SHARE	\$0.00	TOTAL	\$683,949.94
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
TOTAL	\$683,949.94		

14. ACCOUNTING AND APPROPRIATION DATA

See Schedule

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020085002			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:

P.L. 88-578, Land and Water Conservation Fund Act

17. APPLICABLE STATEMENT(S), IF CHECKED:

- ☐ NO CHANGE IS MADE TO EXISTING PROVISIONS
- ☐ FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:

- ☒ PROVISIONS ☐ SPECIAL CONDITIONS
- ☐ REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA

COOPERATIVE AGREEMENT RECIPIENT

CONTRACTING/GRANT OFFICER

Michael Linde

DATE

09/04/2015

AUTHORIZED REPRESENTATIVE

DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.916 DUNS Number: 809580350 Land and Water Conservation Fund State and Local Assistance 11. PURPOSE: Development of Thomas Cully Park including inter-tribal gathering garden, habitat restoration, off-leash dog area, overlooks, playground, walking trails with exercise equipment, soccer field and indirect rate. Legacy Doc #: 41-01593 Delivery: 4 Days After Award Period of Performance: 08/19/2015 to 12/31/2017				
00010	Thomas Cully Park Development FY14 ORLPP Obligated Amount: \$500,000.00 Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: PSCCGCLW.GR0000 Fund: 14XP5035LW Fund Center: PPWOSLGROR Project/WBS: PN.G41L15934.00.1 PR Acct Assign Line: 01 Funded: \$500,000.00				500,000.00
00020	Thomas Cully Park Development FY15 LW Obligated Amount: \$61,423.94 Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: PSCSGSLW.GR0000 Fund: 15XP5035LW Fund Center: Continued ...				61,423.94

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00030	<p>PPWOSLGROR Project/WBS: PN.G41L15935.00.1 PR Acct Assign Line: 01 Funded: \$61,423.94</p> <p>Thomas Cully Park Development FY09 GM Obligated Amount: \$122,526.00</p> <p>Accounting Info: 01 Account Assignment: K G/L Account: 6900.D0000 Business Area: P000 Commitment Item: 411G00 Cost Center: PPWOSLGROR Functional Area: POC00GMGM.GR0000 Fund: XXXP5536GM Fund Center: PPWOSLGROR Project/WBS: PN.G41G15939.00.1 PR Acct Assign Line: 01 Funded: \$122,526.00</p> <p>Delivery Location Code: 0009060783 NPS, Land & Water Conserv Grants State and Local Assistance Programs 1201 I Street NW Washington DC 20005 US</p> <p>National Park Service</p> <p>The total amount of award: \$683,949.94. The obligation for this award is \$683,949.94.</p>				122,526.00

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

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual (NPS-34).
- D. The term "project" as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the project agreement.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

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

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

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

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

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.
- D. The State agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), A-87 (Cost Principles for State and Local Governments), and A-128 (Audits of State and Local Government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

B. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

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

11

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination. For project elements added to a consolidated grant, the project period will begin on the date the project element is approved.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency

Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NPS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. The State will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
 - (1) Place minority business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the State or recipient shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the appropriate National Park Service Regional Office.
 - (5) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

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

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

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

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.
3. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must

be specified in any announcement of the awarding of a contract.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

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

G. Lobbying with Appropriated Funds

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

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

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

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

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

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

H. Provision of a Drug-Free Workplace

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

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

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

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

I. Civil Rights Assurance

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

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

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

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

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

J. Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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