

INTRODUCED: May 26, 2026

AN ORDINANCE No. 2026-132

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$1,000,000.00 from the National Park Service Land and Water Conservation Fund and to amend the Fiscal Year 2025-2026 Special Fund Budget by creating a new special fund for the Department of Parks, Recreation and Community Facilities entitled “Broad Rock Creek Park Grant Special Fund,” and appropriating the increase to the Department of Parks, Recreation and Community Facilities’ “Broad Rock Creek Park Grant Special Fund” by \$1,000,000.00 for the purpose of providing funding for improving access to and installing amenities at Broad Rock Creek Park.

\_\_\_\_\_  
Patron – Mayor Avula

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JUN 22 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to accept funds in the amount of \$1,000,000.00 from the National Park Service Land and Water Conservation Fund for the purpose of providing funding for improving access to and installing amenities at Broad Rock Creek Park.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

§ 2. That Article I, Section 2 of Ordinance No. 2025-057, adopted May 12, 2025, which adopted the Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, and made appropriations thereto, be and is hereby amended by creating a new special fund for the Department of Parks, Recreation and Community Facilities entitled “Broad Rock Creek Park Grant Special Fund” for the purpose of providing funding for improving access to and installing amenities at Broad Rock Creek Park.

§ 3. That the funds received from the National Park Service Land and Water Conservation Fund are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, by increasing estimated revenues by \$1,000,000.00, increasing the amount appropriated for expenditures by \$1,000,000.00, and allotting to the Department of Parks, Recreation and Community Facilities’ “Broad Rock Creek Park Grant Special Fund” the sum of \$1,000,000.00 for the purpose of providing funding for improving access to and installing amenities at Broad Rock Creek Park.

§ 4. This ordinance shall be in force and effect upon adoption.



# City of Richmond

## Intracity Correspondence

### O&R Transmittal

**DATE:** April 15, 2026

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Danny Avula, Mayor

**THROUGH:** Odie Donald II, Chief Administrative Officer

**THROUGH:** Tanikia Jackson, DCAO - Finance & Administration

**THROUGH:** Letitia Shelton, Director of Finance

**THROUGH:** Meghan Brown, Director of Budget & Strategic Planning

**THROUGH:** Amy Popovich, Deputy Chief Administrative Officer – Human Services

**FROM:** Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

**RE:** To accept \$1,000,000 in grant funds from the National Park Service Land and Water Conservation Fund for the purpose of providing funding for improving access to and installing amenities at Broad Rock Creek Park.

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$1,000,000.00 from the National Park Service Land and Water Conservation Fund and to amend the Fiscal Year 2025-2026 Special Fund Budget by creating a new special fund for the Department of Parks, Recreation and Community Facilities entitled “Broad Rock Creek Park Grant Special Fund,” and appropriating the increase to the Department of Parks, Recreation and Community Facilities’ “Broad Rock Creek Park Grant Special Fund” by \$1,000,000.00 for the purpose of providing funding for improving access to and installing amenities at Broad Rock Creek Park.

**BACKGROUND:** Broad Rock Creek Park is one of Richmond’s newest parks. The 28.3 acre property is predominantly wooded and is located in South Richmond. Two creeks – Broad Rock and Goode Creek – run through the park. A separate stream restoration project is being funded by DPU to address bank erosion issues and improve water quality. The park’s eastern boundary borders a CSX railway line and Dominion Energy easement. To the north, two housing communities

(Brady Square and 2150 Lynhaven) are under development that will connect to the park. Residential neighborhoods are to the west and south. The park currently possesses a wood chip trail system and numerous temporary public art pieces that have been designed and installed through Virginia Community Voice's Art, Racial Reconciliation, and Civic Advocacy (ARCA) program for youths in South Richmond.

The Project Sub-Agreement establishes that the Land and Water Conservation Fund (LWCF) dollars originate from the National Park Service (NPS) and are awarded to the Virginia Department of Conservation and Recreation (DCR) as the official "Recipient." DCR then provides these funds to the City of Richmond as a "Subrecipient" through a pass-through subgrant. The agreement states that DCR "will pass through a subaward/subgrant to the subrecipient" and that the City is "receiving and applying the Federal LWCF funds transferred via pass-through grant procedures." Therefore, the City is not receiving funds directly from the NPS; instead, the federal funds are first granted to the State and then distributed to the City, with NPS retaining ultimate federal oversight and approval authority.

**COMMUNITY ENGAGEMENT:** The Department of Parks, Recreation and Community Facilities (PRCF) has participated in extensive, multi-year community engagement that has helped shape the vision for this park. In partnership with Virginia Community Voice, youth and parents from surrounding neighborhoods have played an active role in identifying priorities and recommending the amenities they would like to see included.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** Richmond 300, Mayoral Action Plan: Thriving Neighborhoods, A Thriving and Sustainable Built Environment

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** Department of Public Works (DPW), Budget, Finance

**FISCAL IMPACT / COST:** In FY 2024, the City allocated \$1,000,000.00 in match-funding under the category "New Park Onboarding" for this project as required by the grant.

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** May 26, 2026

**CITY COUNCIL PUBLIC HEARING DATE:** June 8, 2026

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development Standing Committee

**AFFECTED AGENCIES:** PRCF, DPW, Budget, Finance

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ordinance No. 2025-057

**ATTACHMENTS:** Exhibit A – Grant Agreement

**STAFF:** Christopher Frelke, Director, PRCF  
Nissa Richardson, Deputy Director, PRCF  
Daniel Hazlett, Senior Management Analyst, PRCF



**Special Conditions (listed in Part IV of attached NPS NOA document). When these are resolved, as confirmed in writing by the National Park Service, the project acquisition may officially take place.**

**A. National Environmental Policy Act** - Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures which includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

**B. NEPA Clearance**

No NEPA clearance with cost and work restriction(s):

Based on all information provided by the recipient, the NPS does not yet have sufficient information to make a NEPA determination.

Notwithstanding the obligation of funds shown on the Grant Agreement, the parties hereby agree that the availability of funds to the recipient for payment of costs incurred by the recipient is conditioned upon them being applied only to achieving a final NEPA determination. The recipient is prohibited from expending federal funds unless they are directly related to, and in support of, compliance with NEPA. No funds for other activities, therefore, shall be made available to the recipient for payment, and the NPS does not guarantee or assume any obligation to reimburse costs incurred by the recipient prior to written authorization from the Financial Assistance Awarding Officer.

The recipient is thereby authorized to use federal funds for the defined project activities, subject to the recipient's compliance with the restrictions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

The recipient is authorized to proceed with the following phases and/or tasks as referenced in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO), except where such activity is subject to a restriction set forth elsewhere in this award:

- Site design plans
- Project planning • Surveys
- Environmental site assessments
- Anything that leads to a compliance pathway.

This authorization is specific to the project activities and locations as described in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF NEPA Determination.

The NPS has not authorized the recipient to incur the following costs or begin the following phases and/or tasks:

- Perform any work under the project except as needed to complete compliance
- Draw down any funds not related to federal environmental compliance

**Should the recipient elect to undertake activities or change locations prior to written authorization from the Financial Assistance Awarding Officer (FAAO), the recipient does so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.**

Questions about the permissibility of federal cost sharing on activities prior to the NPS' issuance of a final NEPA determination shall be directed to the Federal Project Officer and the FAAO. The recipient must receive written approval from the FAAO before incurring costs for federal cost sharing. After receiving approval from the FAAO, if the recipient chooses to incur costs eligible for federal cost sharing for the approved activities, the recipient agrees to abide by the conditions, limitations, mitigation measures, monitoring requirements, and reporting responsibilities specified in writing from the FAAO. The recipient also agrees to undertake these activities in accordance with necessary landowner approvals, required permits, and any additional approvals and mitigation requirements of other federal, state, and local governmental agencies with jurisdiction by law.

The Commonwealth of Virginia Department of Conservation & Recreation (DCR), indicated as Grantee in the National Park Service Notice of Authorization (NOA) attached (herein after referred to as the "Recipient"), and the Project Sponsor named above as *City of Richmond* (herein after referred to as the "Subrecipient", mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, Public law 88-578; 78 Stat. 897 currently codified at 54 U.S.C. § 200301 et seq. and with estimates, procedures, project proposals, maps and assurances of the project application as set forth therein and hereby made a part hereof.

DCR (Recipient) agrees to obligate to the Subrecipient the value of funds referred to above when approved and when funds are made available by the National Park Service and to tender to the Subrecipient that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The Subrecipient hereby agrees to execute the project or project stage described above in accordance with the terms of the project application, the grant agreement between NPS and DCR (attached NOA), and the National Park Service's LWCF Manual as set forth therein and to maintain the area in accordance with those guidelines pertaining to retention, operation, maintenance and use as set forth in the National Park Service LWCF requirements of receiving these funds.

The Subrecipient understands and agrees that it is, in receiving and applying the Federal LWCF funds transferred via pass-through grant procedures hereby, accountable for all rules, regulations, laws and contracts applicable to the Commonwealth of Virginia and pertaining to the project and funds which are the subject of this agreement, shall be equally applicable to the Subrecipient and may be enforced at the instance of the DCR to the same extent and in the same manner as such rules, regulations, laws and contract provisions may be enforced for the Commonwealth of Virginia by a Federal Agency. Such enforcement action may be taken by the DCR when, in their opinion, the terms of this agreement have been, or are being violated and is not dependent upon similar action being taken against the State. The National Park Service (NPS) is the Federal Agency authority for all awards and has final authority to approve or deny any project amendments.

The subrecipient will comply with all applicable state, federal, and local laws, regulations and ordinances. The recipient agrees to contact both the appropriate local, state, and/or federal agencies and DCR if any unanticipated historic resources are discovered or environmental concerns are encountered during project construction. The project sponsor is responsible for coordination with any and all pertinent agencies to resolve the issue and remedy the project's impact on these resources.

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

The Subrecipient understands that the Land and Water Conservation State & Local Formula program is a federally funded program subject to federal executive, legislative, and judicial actions and regulatory changes which may impact the execution of this project by the Recipient. The Recipient (DCR) will work with the Subrecipient in any applicable situation if there are any Federal programmatic changes that occur during the life of this project.

The Subrecipient agrees to begin acquisition and/or development of the above project within twelve (12) months after NPS approval and failure to do so may be grounds for project withdrawal, and at such time the Recipient may void this agreement. If there are any reasons for delay, the subrecipient must inform Recipient promptly.

The Subrecipient agrees that all state and local procurement rules and regulations will be adhered to in accordance with the Virginia Public Procurement Act (VPPA). If a portion of the project falls under established small purchase limit thresholds, sealed bids are not required as per VPPA. The Subrecipient will familiarize themselves and comply with the additional Federal regulations that apply as described in the NPS LWCF Manual (current version 72 effective October 1, 2023) and NPS Build America, Buy America requirements regarding iron, steel, manufactured products, and construction materials.

The Subrecipient agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970) and the applicable regulations and procedures of the Department of the Interior implementing such Act. All financial costs requested for match and/or reimbursement must be in compliance with 2 CFR 200.

The Subrecipient agrees to place a restriction upon the Deed which limits the use of the land exclusively for Public Recreation purposes prior to the end of the project period, which states, *“This property has been acquired or developed with Federal financial assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund act of 1965, as amended, 54 U.S.C. § 200301 et seq. Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale or in any other manner) without the express written approval of the Virginia Department of Conservation & Recreation and the Secretary of the Department of the Interior. By law, the Secretary shall approve such conversion only if it is in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as the DOI Secretary deems necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent recreation usefulness and location.”*

**The Subrecipient agrees to operate and maintain the site for public outdoor recreation purposes only and the site will be kept in safe and usable condition in perpetuity.**

The Subrecipient agrees to notify the DCR ASLO (Division Director or Chief Recreation Grants Manager) in the Division of Planning & Recreation Resources prior to any changes being made to the property that would be considered partially or wholly converted to other than public outdoor recreation (i.e.: facility change, addition of non-outdoor recreation facility, sale or deed of property, property interests conveyed for private or non-public outdoor recreation, sheltering of an outdoor facility, use of property is terminated, utility easements, right of way changes).

DCR has the right and responsibility to perform site inspections periodically to ensure that the property is maintained and open to the public for outdoor recreation.

The Subrecipient agrees to comply with the provisions of OMB Circular A-102. The Subrecipient agrees to comply with the provisions of Section 504, Rehabilitation Act of 1973, and the Americans with Disabilities Act.

**In witness whereof, the parties have executed this LWCF 51-00468 ORLP City of Richmond Broad Rock Creek Park agreement as of the date entered below.**

SUBRECIPIENT – City of Richmond:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

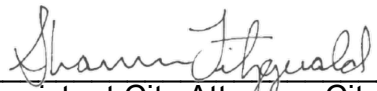
\_\_\_\_\_  
(Date)

Department of Conservation & Recreation:

By \_\_\_\_\_  
DCR Date

\_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney, City of Richmond



NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/11/2025
GRANT NO. P25AP01449-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	08/10/2028	Final	12/08/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	08/10/2028	Final	12/08/2028

# AWARD ATTACHMENTS

VIRGINIA DEPARTMENT OF CONSERVATION AND RECREATION

P25AP01449-00

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1. Grant Agreement
2. Detailed Budget

**Grant Agreement**

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

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AND

CONSERVATION AND RECREATION, VIRGINIA DEPARTMENT OF

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## **I. LEGAL AUTHORITY**

Agreement Number P25AP01449 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Virginia Department of Conservation and Recreation (hereafter referred to as 'Recipient') pursuant to:

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

## **II. PERFORMANCE GOALS AND PROJECT OBJECTIVES**

- A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.
- B. Project Objectives – This outdoor recreation grant will enhance community well-being by contributing to the maximization of recreational investments, expansion of opportunities, and provision of safe and accessible spaces.

## **III. PUBLIC PURPOSE**

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

## **IV. STATEMENT OF WORK**

The recipient, Virginia Department of Conservation and Recreation, will pass through a subaward/subgrant to the subrecipient, the City of Richmond, to improve Broad Rock Creek Park. This project will construct a restroom facility, construct a trail system, playgrounds, and basketball, and park amenities.

## **V. RESPONSIBILITIES OF THE PARTIES**

- A. The Recipient agrees to:
  - 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the LWCF Federal Financial Assistance Manual (v. 72.1, April 21, 2025).
  3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
  4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

## VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required by statutory authority for costs incurred under this Agreement. Cost share must be provided in specified amounts as identified in the attached project budget.

## VII. PRE-AWARD COSTS

The Recipient is not authorized to incur pre-award costs.

## VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$1,000,000 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
  1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Awarding Officer (AO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Unless authorized by provision VII, expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with CFR 200.407. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

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

## **IX. REPORTS AND/OR OUTPUTS/OUTCOMES**

- A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions "Manage Reports" functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

## **X. DETERMINATION OF RISK**

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

## **XI. AWARD SPECIFIC TERMS AND CONDITIONS**

### **Part I – Definitions**

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a

party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72.1 (April 21, 2025).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

## **Part II - Continuing Assurances**

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

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

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

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor

recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

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

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

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

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

- D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.
- E. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located,

to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

#### F. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

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

#### A. Project Application

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

#### B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State 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.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with

Section III.C below.

5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
8. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

#### **Part IV – Award Specific Conditions**

##### **A. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based

Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures with includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

1. No NEPA clearance with cost and work restriction(s):

Based on all information provided by the recipient, the NPS does not yet have sufficient information to make a NEPA determination.

Notwithstanding the obligation of funds shown on the Grant Agreement, the parties hereby agree that the availability of funds to the recipient for payment of costs incurred by the recipient is conditioned upon them being applied only to achieving a final NEPA determination. The recipient is prohibited from expending federal funds unless they are directly related to, and in support of, compliance with NEPA. No funds for other activities, therefore, shall be made available to the recipient for payment, and the NPS does not guarantee or assume any obligation to reimburse costs incurred by the recipient prior to written authorization from the Financial Assistance Awarding Officer.

The recipient is thereby authorized to use federal funds for the defined project activities, subject to the recipient's compliance with the restrictions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

The recipient is authorized to proceed with the following phases and/or tasks as referenced in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO), except where such activity is subject to a restriction set forth elsewhere in this award:

- Site design plans
- Project planning
- Surveys
- Environmental site assessments
- Anything that leads to a compliance pathway.

This authorization is specific to the project activities and locations as described in the SOW approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF NEPA Determination.

The NPS has not authorized the recipient to incur the following costs or begin the following phases and/or tasks:

- Perform any work under the project except as needed to complete compliance
- Draw down any funds not related to federal environmental compliance

Should the recipient elect to undertake activities or change locations prior to written authorization from the Financial Assistance Awarding Officer (FAAO), the recipient

does so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

Questions about the permissibility of federal cost sharing on activities prior to the NPS' issuance of a final NEPA determination shall be directed to the Federal Project Officer and the FAAO. The recipient must receive written approval from the FAAO before incurring costs for federal cost sharing. After receiving approval from the FAAO, if the recipient chooses to incur costs eligible for federal cost sharing for the approved activities, the recipient agrees to abide by the conditions, limitations, mitigation measures, monitoring requirements, and reporting responsibilities specified in writing from the FAAO. The recipient also agrees to undertake these activities in accordance with necessary landowner approvals, required permits, and any additional approvals and mitigation requirements of other federal, state and local governmental agencies with jurisdiction by law.

## **XII. STANDARD TERMS AND CONDITIONS**

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

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

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

### **2. APPROVED INDIRECT RATE**

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15%

minus rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

### 3. RESERVED

### 4. KEY OFFICIALS

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

### 5. PRIOR APPROVAL

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

### 6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

### 7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

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

## 8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

### A. General Reporting Requirement

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

### B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
- ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- iii. Reached its final disposition during the most recent five-year period; and
- iv. Is one of the following:
  - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
  - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
  - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages more than \$100,000; or
  - d) Any other criminal, civil, or administrative proceeding if:
    1. It could have led to an outcome described the award terms and conditions.
    2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you

received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

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

E. Definitions

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

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

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by:

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities follow all applicable FAA and Department of the Interior requirements.

## 10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

### (a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this

provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

- (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
- (ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of

reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

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

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

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

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

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

impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

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

a. Electronic documents with images

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

b. Electronic documents with complex charts or data tables

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

c. Electronic documents with forms

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

### 13. ANTI-DEFICIENCY ACT

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

### 14. ASSIGNMENT

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

#### 15. MEMBER OF CONGRESS

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

#### 16. AGENCY

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

#### 17. NON-EXCLUSIVE AGREEMENT

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

#### 18. PARTIAL INVALIDITY

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

#### 19. NO EMPLOYMENT RELATIONSHIP

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

#### 20. NO THIRD-PARTY RIGHTS

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

#### 21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

## 22. RIGHTS IN DATA

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

## 23. CONFLICT OF INTEREST

### (a) Applicability.

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

### (b) Requirements.

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

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

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

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

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

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

## 24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the

construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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

#### Waivers

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

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

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

#### Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

## 25. SIGNATURES

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

## 26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

## Outdoor Recreation Legacy Partnership (ORLP) Program Recommended Budget Narrative Format (5-Page limit)

Budget must agree with budget information in the SF424, *Application for Federal Assistance*, and 424C, *Budget Information for Construction Programs*.  
List cost items individually under each cost category (insert lines as needed).

Cost Categories	Unit of Measure & # of Units	Cost Per Unit	Federal Share	Match Share	Total Cost	If Pre-Agreement Cost - Dates Incurred	Amt subject to 25% budget cost limitations (Enter \$ figure)
<b>1. Administration and Legal expenses</b>							
<b>2. Land, Structures, Rights-of-Way, Appraisals</b>							
<b>3. Relocation Expenses and Payments</b>							
<b>4. Architectural and Engineering Fees</b>							
<i>Master Plan, Engineering Design, and Phase I Construction Documents</i>	1 Master Plan, 1 set of Engineering Design Drawings, 1 set construction documents,	\$337,299.60	\$168,649.8	\$168,649.8	\$337,299.60		
<i>Permits</i>		\$24,000	\$12,000	\$12,000	\$24,000		
<b>5. Other Architectural and Engineering Fees</b>							
<b>6. Project Inspection Fees</b>							

Cost Categories	Unit of Measure & # of Units	Cost Per Unit	Federal Share	Match Share	Total Cost	If Pre-Agreement Cost - Dates Incurred	Amt subject to 25% budget cost limitations (Enter \$ figure)
<b>7. Site Work</b>							
<i>Clearing and Grading</i>	~1.5acres		\$50,000	\$50,000	\$100,000		
<b>8. Demolition and Removal</b>							
<b>9. Construction (of each project element)</b>							
<i>Paved Park Access and Loop Trail (Asphalt – 8’ width)</i>	.40 Mile	\$438,700.4	\$219,350.2	\$219,350.2	\$438,700.4		
<i>Restroom Facility with Storage Room/Foundation/ADA Access and Water Filling Station (#2 on Master Plan)</i>	1 Building, 1 Water Filling Station	\$1,000,000	\$500,000	\$500,000	\$1,000,000		
<i>Maintenance Road – Access to Storage Room attached to Bathroom (Asphalt- Varied Width)</i>	.08 Miles	\$50,000	\$25,000	\$25,000	\$50,000		
<i>Utility Line Updates</i>	150 ft	\$50,000	\$25,000	\$25,000	\$50,000		
<b>10. Equipment</b>							
<b>11. Miscellaneous</b>							
<b>12. Contingencies</b>							

Cost Categories	Unit of Measure & # of Units	Cost Per Unit	Federal Share	Match Share	Total Cost	If Pre-Agreement Cost - Dates Incurred	Amt subject to 25% budget cost limitations (Enter \$ figure)
13. Indirect Costs (to be added by DCR)							
<b>GRAND TOTAL</b>			\$1,000,000	\$1,000,000	\$2,000,000		

List Each Matching Share Contributor (Add lines as necessary)

Matching Share Contributors (Name and funding source):	Match Amount/Value	Type (cash, donated land, etc.)	Is Match Secure or firmly committed. If committed, list date expected to be secured.
City of Richmond Department of Parks, Recreation and Community Facilities (PRCF) Capital Improvement Program	\$1,000,000	Cash	Adopted CIP Budget FY24-FY27
City of Richmond PRCF Maintenance and Operations, Site Clearing & Trail Work	\$200,000	Labor	Adopted Operational Budget FY24-FY27
<b>GRAND TOTAL</b>	\$1,200,000		

On remaining pages provide the information required within the Budget Narrative under **Criterion 6 – Project Feasibility and Likelihood of Success (20 points)**. This information is listed in Section VII. Scoring Criteria of the VA DCR ORLP manual and in Section E of the NPS Notice of Funding Opportunity.

Broad Rock Creek Park planning began as soon as the property was transferred to the Department of Parks, Recreation and Community Facilities (PRCF) by City Council Ordinance 2020-2019 in October 2020. Community Engagement is ongoing with the support of local nonprofit organizations and community residents. The most recent community engagement event occurred on Saturday, March 22<sup>nd</sup>, where PRCF’s design consultant Timmons, Group led a master plan exercise with children and parents in the surrounding community. The community provided a lot of great feedback that has been incorporated into our updated master plan. PRCF staff from Maintenance and Operations and the Trail Crew have already spent many weeks onsite planning trail routes, removing debris, and clearing the site from invasive species to allow access for staff and residents to start experiencing the park. Additional grant funding was secured through the Department of Labor for our Workforce Development program,

providing labor and training as the site is prepared for onboarding as a public park. The Workforce Team has utilized Broad Rock Creek Park as a training ground for invasive species remediation.

Please see the attached timeline and milestones for reference. This project is shovel ready to implement these infrastructural and recreational amenities the community deserves, and this priority is supported by PRCF, the Mayor, and the elected representation of the 8<sup>th</sup> City Council District along with area residents.

Site assessments to determine the environmental health of the site are underway, as is work with the Department of Public Utilities to map and denote existing storm water and sewer easements. Existing powerlines on the site will be assessed by Dominion Virginia Power and easements will be mapped. Because our proposed improvements of the site don't require much land disturbance, we feel we will be able to shift trail routes and/or restroom facility locations based on any unforeseen impacts uncovered during these assessments.

The project is being overseen by Ryan Rinn, Economic Development Business Service Manager, and Daniel Hazlett, Senior Management Analyst who are managing the project from the Capital Improvements Team at PRCF. Ryan & Daniel will oversee managing city processes, procurement, and on-site work of contractors. The Trail Crew, Maintenance and Operations Team, and Workforce Development Program are managed by Andrew Alli, James River Parks System Superintendent, Michael Burton, Senior Maintenance and Operations superintendent, and Shamar Young, Deputy Director of Operations. Each of these individuals has been involved in the planning processes to date and will oversee the deployment of City Resources to the site, on-site labor, and ongoing maintenance for Broad Rock Creek Park.

Per City Council Designation – Public Parks, once designated as such, are prohibited from being sold and must be protected in perpetuity for the benefit of the public. Southside Maintenance and Operations, overseen by Michael Burton, will handle the ongoing maintenance of Broad Rock Creek Park with support from the Workforce Development Program. Individuals in the workforce development program will learn about trail maintenance, landscape maintenance, and park maintenance through ongoing work at this site, and the site is being incorporated into the curriculum of the program. Capital Improvement and Operational Budget requests over the coming years will continue to include funding for major park and neighborhood parks that will provide the necessary funding for any recreational improvements, and ongoing maintenance of the site by PRCF staff.

The proposed costs outlined in the spreadsheet above are further reviewed here:

4. Architectural and Engineering Fees – PRCF hired Timmons, Group to produce the master plan, architectural and constructions drawings for Phase 1 implementation of the master plan. The consultants will provide stamped documents to be taken through required city processes of the Urban Design Committee and the City Planning Commission. Once permitted, the construction documents will be put out to bid with the following construction activities being handled by that contractor. Pre-planning project costs of \$337,299.60 .

7. Site Work – The proposed costs for clearing and grading are estimated based on the cost of equipment and labor to perform the tasks of readying the site and work to be completed by the selected contractor for: paved entry access to the park, a paved loop trail, maintenance road access, and an ADA compliant restroom/storage facility. These costs are covered half by LWCF funds and half by City Capital Improvement budget. Any natural trail construction will be handled by PRCF Trail Crew.

9. Construction – The majority of this grant request is for construction of the infrastructure and amenities necessary to bring the Broad Rock Creek Park online for residents of the surrounding neighborhood and the City of Richmond. These improvements will be completed by the selected contractor.

Trail cost estimates are based on the construction of the Capital Trail, the Cannon Creek Greenway, James River Branch Trail (currently under construction) and the ongoing trail creation throughout the James River Park System. These estimates are in-line with national trail construction estimates which for paved trails average \$1,000,000 per mile for full implementation. LWCF Funds will cover half of the costs for the asphalt trail. PRCF will also explore some on-call contractors with the city to find the best pricing for the asphalt trails. The natural trails will and have been completed in-house with our Trails team and our Workforce Development team. These costs include materials and installation. Natural trails can vary in surface material, from cleared dirt pathway to ‘crush and run’ gravel. Most of the natural trails will be cleared natural dirt pathways, but some areas, because of change in elevation and water flow, may require additional materials to make them safe. This cost assumes that certain sections of grading, crush and run, and rocks based on the Trail Crew’s cost estimates of installation after visiting and walking the site multiple times during our planning activities.

The Prefab Concrete Restroom Facility and Foundation costs are based on the approved design, purchase, and implementation of a prefabricated restroom facility currently open at Bryan Park. PRCF has accounted for inflation and the addition of a storage room. The City’s Urban Design Committee and Planning Commission approved this prototype for use in parks. This is the most cost effective (for both installation and ongoing maintenance) restroom facility our Capital Improvements Team has found, and since PRCF been through the process before, we feel confident in both the estimated cost and our ability to have this amenity installed. One of the most mentioned amenities by community members regarding the new park is a restroom facility which for many residents makes this a ‘real’ park. The addition of a storage room will allow for maintenance staff to store equipment and materials to assist with maintaining Broad Rock Creek park. A water filling station is included with the design, and different custom elements are available for the facility including automatically locking doors that can be scheduled to operate when the park is closed. The prefab restrooms are ADA compliant and will require some site work to install the foundation and run utilities which are included in the overall cost. These costs are covered half by LWCF funds and half by City Capital Improvement budget.

Maintenance Road Construction is covered half by LWCF funds and half by City Capital Improvement budget and will require a third-party contractor for installation. These costs are based on recent new road projects contracted out by the City’s Department of Public Works. A maintenance road is necessary to connect to the restroom facility and storage room. This road is key to any future amenities being able to be

installed and will be built over a portion of a former roadbed and former city alleyway where much of the grading necessary has already been complete. These costs are covered half by LWCF funds and half by City Capital Improvement budget

Park amenities of signage, art installations, wayfinding, benches, and trash cans will be designed, funded, and installed by PRCF to make the space more welcoming and accessible to all visitors.