

Project Agreement Land and Water Conservation Fund Assistance

This Project Agreement is made and entered into this ____ day of _____, 20__ by and between the State of Maryland Department of Natural Resources (“DNR”), and the _____ (“Project Sponsor”).

1. Purpose. Project Sponsor is the recipient of grant funds from the National Park Service (“NPS”), Land and Water Conservation Fund (“LWCF”) State Assistance Program, in which DNR is the primary grantee of the grant. The purpose of this Project Agreement is to establish terms and conditions under which the LWCF grant will be administered and managed between DNR and the Project Sponsor, both during the application process, active grant period, and post grant period requirement in perpetuity. This Project Agreement is pursuant to LWCF Grant _____ (the “LWCF Grant”).

DNR, as the primary grantee of the LWCF grant, is responsible for compliance with the LWCF grant requirements, and is liable to the NPS for failure to comply with such requirements. Pursuant to this Project Agreement, the Project Sponsor shall be liable to DNR for failure to comply with the provisions, policies and procedures contained in the LWCF Manual, referenced below, applicable to the Project Sponsor’s implementation of, and continued maintenance of, the project.

3. Term of Agreement. This Project Agreement is effective when both parties sign the document and the grant is approved by NPS. Projects receiving LWCF assistance must be completed within three years from the project start date established by the NPS.

4. General Provisions.

This Project Agreement establishes requirements for participation in the LWCF grant process through DNR. Requirements for participation, details about LWCF program, application instructions, and Project Sponsor compliance and commitments can be found in the LWCF Manual (found at: <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, the “LWCF Manual”) which may be amended or updated periodically. By executing this Project Agreement, the Project Sponsor pursuant to the LWCF Grant, agrees to be bound by the provisions, policies and procedures contained in the LWCF Manual which pertain to the Project Sponsor’s management and maintenance of the project, and the LWCF Manual is hereby incorporated into this Project Agreement and made a part hereof.

The following is an outline of certain NPS requirements for participation in the LWCF grant process. The LWCF Manual includes more detailed information on these requirements, along with additional compliance commitments and information that the Project Sponsor is agreeing to by signing this Project Agreement.

A. Compliance Summary - Properties acquired, improved or developed with LWCF assistance must be open, maintained and operated in perpetuity for public outdoor recreation. Other commitments include proper maintenance and operation, nondiscrimination, posting a LWCF Acknowledgement sign, and maintaining the integrity of the LWCF Boundary.

B. Compliance with Land and Water Conservation Act of 1965- Acceptance of LWCF funding requires the grant recipient (DNR) to assume responsibility for compliance with the Land and Water Conservation Act of 1965 and the program requirements therein, as well as all applicable Federal, State and Local laws. In signing this project agreement with DNR, the Project Sponsor accepts the responsibility for compliance including the legal consequences of non-compliance. In most instances the LWCF boundary falls under an entire park being acquired or developed with LWCF assistance funds, meaning LWCF compliance commitments are required in perpetuity over the entire park boundary.

C. Public Outdoor Recreation *in perpetuity* —As stated in Section 6(f)(3) of the LWCF Act of 1965, sites receiving assistance are to be opened, operated, and maintained in perpetuity for “public outdoor recreation use,” or be replaced by lands of equal market value and recreation usefulness. The Project Sponsor must read and comply with the program compliance requirements in the LWCF Manual. The LWCF boundary is the legal description of the area that is being protected in perpetuity by Section 6(f)(3) of the LWCF Act of 1965; sufficient detail acceptable to DNR and NPS is required so as to legally identify the lands afforded protection under Section 6(f)(3), such as a metes and bounds survey description. Section 6(f)(3) states that the property acquired, developed or improved with LWCF assistance shall not be converted to uses other than public outdoor recreation. The LWCF Boundary map goes on record with the locality, NPS and DNR, showing the area being placed under protection of the Land and Water Conservation Act. In most instances, the LWCF Boundary falls under an entire park being acquired or developed with LWCF assistance funds.

Signed and dated copies of the LWCF Boundary map are required from all Project Sponsors and will be approved by DNR and NPS. Project Sponsors will be required to record in the deed of the property (for acquisition projects) that the area is protected through Section 6(f) of the LWCF Act of 1965, or record this language in a restrictive covenant (for development projects). Deed wording will be provided to approved Project Sponsors.

Section 6(f)(3) of the Land and Water Conservation Act states that: “No property acquired or developed with assistance under this section shall without approval of the Secretary of the Interior be converted to other than public outdoor recreation uses.” Therefore, regardless of whether a conversion of use process has been initiated by the Project Sponsor, in the event the NPS determines that a conversion of use has occurred on the LWCF Site that is the subject of this Project Agreement, the Project Sponsor shall be liable to DNR to undertake whatever actions are deemed necessary in order to fully address the conversion and to bring the project into compliance with LWCF requirements including, if applicable, full replacement of the project.

D. Environmental, Historical and Cultural Resources — All projects must comply with the National Environmental Policy Act (NEPA), the Endangered Species Act and the Historic Preservation Act. All projects carry potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, habitat fragmentation, visual, potential noise, etc.) and, depending on the severity of the impacts, may require additional NEPA assessments and/or documentation to be submitted to the NPS. All projects will undergo review by federal tribes in a process led by the NPS.

E. Public Comment — Solicitation of public comment is required for all applications.

F. Compliance with the Americans with Disabilities Act (ADA) — All projects must comply with ADA. All projects must be accessible to (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible with participation of non-disabled citizens

G. Overhead Power Lines — Overhead lines (both electrical or communication) must be installed underground; and LWCF funds can be used to remove, relocate, or bury overhead power lines for beautification of outdoor recreation area

H. Procurement, Contracts and Bidding — Project Sponsors receiving federal LWCF assistance must comply with all applicable local, state and federal requirements regarding contracts and bidding.

I. Quarterly Reports — All Project Sponsors are required to submit quarterly performance status reports during the active grant period. The active grant period is the three year grant period as approved by NPS.

J. Expenditures - The LWCF program is a 50-50 matching reimbursement program. The applicant must incur 100 percent of the total project cost; submit evidence of eligible expenditures throughout project implementation and payment thereof; and request reimbursement from DNR after the project has been completed and NPS has officially approved this completion. Project Sponsors are required to submit quarterly financial invoices throughout the active grant period. Only expenditures incurred within the approved LWCF project period are eligible for reimbursement. Expenses incurred prior to authorization of the LWCF grant agreement or after the expiration date are ineligible for reimbursement.

K. Acknowledgment Sign — LWCF requires that all recreation areas assisted by the program post an acknowledgement. See sign requirements at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>.

L. Retention of Records — All documents related to the LWCF project, should be retained according to the requirements outlined in the LWCF Manual.

M. Operation and Use — All LWCF assisted areas must be open to the public (everyone) during reasonable hours of operation, preferably from sunrise to sunset. Land assisted with LWCF, either through acquisition or development, is to be protected and maintained in public outdoor recreation in perpetuity. Certain activities are not permitted according to the requirements outlined in the LWCF Manual. When a change in use is being contemplated, the Project Sponsor should contact DNR to confirm proposed changes are in compliance with 6(f) requirements.

N. Maintenance — LWCF assisted properties must receive regular maintenance to ensure continued public use in a safe and sanitary manner.

O. Fees — Reasonable user fees may be charged to offset operation and maintenance costs. A higher fee to non-residents may be charged as long as the higher fee is realistic, comparable to what is charged at other local parks, does not preclude use by non-residents and is no more than twice the residential fees.

P. Inspections — Inspections are regularly performed on LWCF assisted areas to monitor compliance with program requirements. Inspections are to be conducted by DNR at least every five years. Project sponsors will be notified in writing when recreation areas are found in non-compliance including a time frame for remediation. In cases, where inspections discover conversions of use, DNR, in consultation with NPS, will provide direction to the Project Sponsor on the Conversion of Use process and a time frame for initiating it.

5. Project Sponsor’s Failure to Perform; Remedies. In the event Project Sponsor fails to perform any of its obligations under the Project Agreement, whether in whole or in part, DNR may exercise any right or remedy under the law, either at law or in equity, including the initiation of legal action to enforce the terms of this Project Agreement.

SIGNATURES

In witness whereof, the parties to this Project Agreement through their duly authorized representatives have executed this Project Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Project Agreement as set forth herein.

The effective date of this Project Agreement is the date of the signature last affixed to this page.

BY: _____

Date

BY: _____

Date

State of Maryland Department of Natural Resources

BY: _____

Molly Pickel, Alternate State Liaison Officer

Date