

SOUTH CAROLINA LAND AND WATER CONSERVATION FUND

PROJECT AGREEMENT

AGENCY: Town of Bluffton

PROJECT NUMBER: 45-01131

PROJECT TITLE: New Riverside Barn Park

PROJECT PERIOD: October 19, 2021 to October 31, 2023

PROJECT SCOPE: Development of New Riverside Barn Park to include site prep/grading/paving, asphalt drives, trails, walkways, paths, parking, event lawns, multi-purpose area, water, sewer, storm drainage, electrical, entry gate, fencing and restroom pavilion.

PROJECT COST:

Federal Share	\$ 500,000.00	42%
Local Share	\$ 691,494.00	
Total Cost	\$1,191,494.00	

The State of South Carolina, represented by the Alternate State Liaison Officer (herein after referred to as the ASLO), and the Agency named above (herein after referred to as the Agency), 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 (1964 as amended), and with estimates, procedures, project proposals, maps and assurances of the project application as set forth therein and hereby made a part hereof.

The State of South Carolina hereby promises, in consideration of the promises made by the Agency herein, to obligate to the Agency the amount of money referred to above when approved and when funds are made available by the National Park Service and to tender to the Agency 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 agency hereby promises, in consideration of the promises made by the State of South Carolina herein, to execute the project or project stage described above in accordance with the terms of the project application and the National Park Service's Federal Financial Assistance 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's Federal Financial Assistance Manual.

The Agency understands and agrees that, in receiving and applying the funds transferred hereby, it is acting as, for, and on behalf of the State of South Carolina and that all rules, regulations, laws and contracts applicable to the State of South Carolina and pertaining to the project and funds which are the subject of this agreement, shall be equally applicable to the Agency and may be enforced at the instance of the ASLO to the same extent and in the same manner as such rules, regulations, laws and contract provisions may be enforced against the State of South Carolina by a Federal Agency. Such enforcement action may be taken by the ASLO when, in his/her 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 following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

The Agency agrees to begin negotiation and/or development of the above project within six (6) months after NPS approval, unless waived in writing by the ASLO, and failure to do so will be grounds for project withdrawal, and at such time this agreement shall become null and void.

Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement for materials and/or contracts in excess of \$25,000 unless waived by the ASLO.

The Agency 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.

The Agency agrees to place a restriction upon the Deed which limits the use of the land exclusively for Public Recreation purposes within three (3) months of the date of this agreement, 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. 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 Secretary of the Interior. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

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

The Agency agrees to notify the SCPRT/SLO/ASLO 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).

The Agency agrees to comply with the provisions of OMB Circular A-133.

The Agency 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 agreement as of the date entered below.

STATE OF SOUTH CAROLINA

By Deborah C. Jordan
Deborah C. Jordan
Alternate State Liaison Officer

Date: 10-18-21

Town of Bluffton

By [Signature]
(Signature)

Stephen Steese
(Name)

Town Manager
(Title)

10/20/2021
(Date)