



LOUISIANA DEPARTMENT OF CULTURE RECREATION AND TOURISM
OFFICE OF STATE PARKS
DIVISION OF OUTDOOR RECREATION

LAND AND WATER CONSERVATION FUND STATE PROJECT AGREEMENT

Project Sponsor City of West Monroe **Parish** Ouachita **Region** 08
Federal No. 22-00980 **Project Name** Kiroli Park Improvements
Project Cost \$ 1,540,322. **Approved Funds \$** 770,161.00 **Project Period** 01/01/2023 to 9/30/2026

The undersigned political subdivision of the State of Louisiana does hereby agree and accept the same responsibility and obligations as set out in the herein described project and to the same extent and in the same manner, including all federal requirements, as does the State of Louisiana.

PROJECT SCOPE (Description of Project)

The intended development includes the resurfacing of the six existing tennis courts and the construction of two new courts located contiguous to the existing tennis courts. The new courts will be available for use as a tennis or pickleball court. The newly constructed courts will include fencing and lighting. In addition, the project will include the restoration and resurfacing of the approximately 15,100 feet of walking/hiking trails located throughout the park. The trail restoration project will include clearing of debris, removal of the existing pavement, and construction of an asphalt path with a crushed stone base.

ALL UTILITY LINES WILL BE PLACED UNDERGROUND.

The State of Louisiana hereby promises to obtain federal monies for that portion of the project referred to as "federal funds", to accept such funds from the United States and disburse same to participant or its fiscal agent that portion of the total obligation that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Louisiana funds for the project costs described herein. It is further understood that in the event federal funds are not available for this project within a period of one year from the date of this agreement that this agreement is null and void. The participant hereby promises, in consideration of the promises made by the State herein, to execute the project stage described in accordance with the terms of this agreement, it being understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following are hereby incorporated into this agreement: 1) General Provisions as set out in the L&WCF Manual; and 2) Project application and attachments.

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

Compliance with Executive Order 12432 as described in Attachment #1

Compliance with OMB Circular A-133 which requires annual audits while project is active and a final audit upon completion.

Compliance with the terms and intent of P.O. 93-234 the Flood Disaster Protection Act of 1973; P.L. 90-480, Architectural Barriers Act of 1968, P.L. 101-336, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Historic Properties Preservation Act of 1966 (80 Stat. 915 16 U.S.C. 470;

National Environmental Policy Act of 1969 (P.L. 91-190); OMB Circulars A-133, A-87 and Executive Order 12378; Executive Order 1 1246 as amended (Equal Employment Opportunity) 41 CFR Part 60; Copeland Anti-Kickback Act (18 U.S. C. 874 DOL (29 CFR, Part 3); Clean Air Act of 1970 (construction contract of amounts in excess of \$10,000); Nondiscrimination on the Basis of Handicap Section 504 Rehabilitation Act of 1973, DOI(43CFR, Part 17).

The State shall transfer to the participant or its fiscal agent all funds granted hereunder except that portion designated as state administrative cost and, as applicable, permanent acknowledgement sign, temporary sign, or review appraiser's fee, or all of them.

Since the burden and responsibility for financial administration of this program rests with the state, the participant or its fiscal agency agrees to refund to the state any funds disbursed to participant or its fiscal agent which are disallowed for elements of the project proposal on the same basis as required of the state by the federal government.

The project sponsor shall not at any time convert any property acquired or developed pursuant to this agreement to other than public outdoor recreation uses specified in the project proposal attached hereto without the prior approval of the Director, National Park Service.

In the event future support should not be forthcoming for subsequent phases or overruns, the participant agrees to bring the project to a state of usefulness so that funds invested shall not be lost. A determination of the state of usefulness will be the same basis as that required of the state by the federal government.

The participant agrees that complete plans and specifications will be submitted within four months of the date of approval on the federal level and that construction will begin on the site within six months of the grant approval and will demonstrate steady progress to project completion; the penalty for non-compliance will be withdrawal of the grant. It is agreed that billings will be submitted to the state within 45 days after completion of each element of work or payment on a contract expressing percentage of each element in accord with the project proposal. Further, the participant or its fiscal agent agrees to submit a final billing within 90 days after the end of the project period or completion of the project, whichever is sooner.

The project sponsor shall provide the Louisiana Office of State Parks, Division of Outdoor Recreation, quarterly progress reports to specifically identify the percentage of completion of each element identified in the Project Scope of this agreement. The quarterly progress reports will be due on February 1st, May 1st, August 1st and November 1st of each year through the duration of the project and until the project is formally closed out.

The project sponsor shall comply with applicable regulations, policies, guidelines and requirements as they relate to the use of Federal funds for this federally assisted project to include the Louisiana Audit Law (R.S. 24:513). Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period starts from the date of the issuance of the final reimbursement for the project. The Secretary of the Interior, the Comptroller General of the United States, any of their duly authorized representatives, the Louisiana State Auditors Office, and representatives of the Department of Culture Recreation and Tourism Office of management and Budget shall have access to any books, documents, papers, and records of the project sponsor which are pertinent to this project for the purpose of making audit, examination, excerpts and transcripts

THUS DONE AND SIGNED AT _____, ON _____,
(Location) (Date)

Sponsor City of West Monroe,

Staci Albritton Mitchell, Mayor

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on _____

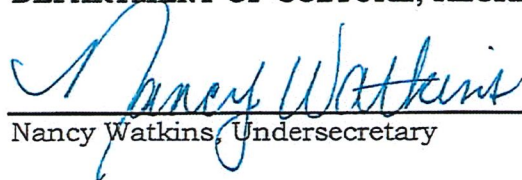
DEPARTMENT OF CULTURE, RECREATION, AND TOURISM



Brandon Burris, Assistance Secretary
Office of State Parks

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on October 4, 2023

DEPARTMENT OF CULTURE, RECREATION, AND TOURISM



Nancy Watkins, Undersecretary