



BILLY NUNGESSER  
LIEUTENANT GOVERNOR

**State of Louisiana**  
OFFICE OF THE LIEUTENANT GOVERNOR

POST OFFICE BOX 44243  
BATON ROUGE, LA 70804

May 25, 2017

Hon. Pete Panepinto, Mayor  
City of Hammond  
P.O. Box 2778  
Hammond, Louisiana 70404-2778

Re: Land and Water Conservation Fund Grant Award

Dear Mayor Panepinto:

Congratulations on gaining federal approval for your Land and Water Conservation Fund (LWCF) award.

Zemurly Park has blossomed in recent years with considerable investment by the City of Hammond supported in part through LWCF assistance. This new project will focus on renovations and enhancements to the swimming facilities, serving to further improve a wonderful park in the middle of Hammond that provides outstanding recreation opportunities for your citizens.

Your project joins a lengthy list of more than 900 projects across 62 of Louisiana's 64 parishes in which more than \$73 million of federal LWCF funds have been invested in public outdoor recreation since the program was initiated in 1964. This vital program, administered within the Lieutenant Governor's Office through the Office of State Parks, Division of Outdoor Recreation, continues to greatly enhance the quality of life for Louisiana's residents and our guests.

In the next few days our staff in the Division of Outdoor Recreation will be in touch with you to facilitate the required administrative matters necessary to get your project moving forward.

When your project is completed it will further add to the public recreation infrastructure making Louisiana a great place to live, work and play.

Sincerely,

A handwritten signature in blue ink, appearing to read "Billy Nungesser".

Billy Nungesser  
Lieutenant Governor

WHN/lis

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 Hammond **Parish** Tangipahoa **Region** 06  
**Federal No.** 22-00944 **Project Name** Zemurray Park Pool Renovation  
**Project Cost \$** 500,000.00 **Approved Funds \$** 250,000.00 **Project Period** 03/01/2017 to 12/31/2020

*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)**

Renovate the existing pool-squaring its 6-lane irregular shape to up to 10 competition (i.e. Half- Olympic/Olympic) width, and to renovate pool facilities (e.g. locker rooms, restrooms sidewalks, pool decking) to current health ADA standards.

---

**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 (I 8 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 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup> 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 State, 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.*

In witness whereof, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 20\_\_\_\_

STATE OF LOUISIANA

POLITICAL SUBDIVISION



BY: Liaison Officer (or Alternate)

**CERTIFICATION OF COMPLIANCE  
RELATED FEDERAL ACTS**

The City of Hammond certifies that it will comply with the following Federal laws and regulations relative to this project.

- A. Architectural Barriers Act of 1968 (P.L. 90-480). (Provides facility access to the handicapped.) Also, the Americans with Disabilities Act, 1990.
- B. Endangered Species Act of 1973 (P.L. 93-205).
- C. Flood Disaster Protection Act of 1973 (P.L. 93-234). If project is in a flood zone as established by HUD Flood Maps, all enclosed structures valued more than \$10,000 must carry flood insurance.
- D. Historic Properties Preservation Act of 1966 (P.L. 89-665). An archaeological survey may be required. In all projects, should cultural resources be discovered during construction, this agency should be notified immediately.
- E. National Environmental Policy Act of 1968 (P.L. 91-190). An environmental assessment or certification will be prepared by this staff. Need for full Environmental Impact Statement will be determined at the Federal level, if warranted.
- F. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646). State Board governing policy prohibits that part of the project requiring reallocation.
- G. Executive Order 11288 concerning the prevention, control, and abatement of water pollution.
- H. Executive Order 11296 relative to the evaluation of flood hazard.

**CERTIFICATION OF UNDERSTANDING**

This is to certify that I have acquainted myself with, and understands and agrees to the following federal regulations and requirements associated with the subject Land and Water Conservation Fund project.

- 1. The project site must be maintained and retained in perpetuity for public outdoor recreation. Should the site, at any future time, be converted to any use other than public outdoor recreation, it shall, at project sponsor's expense, be replaced with property and equal monetary value and equivalent recreation use.
- 2. Recreational facilities shall be handicapped accessible.
- 3. All wiring shall be placed underground.
- 4. Minority businesses shall be invited to bid on material purchases and/or construction contracts whenever possible (Executive Order 12432). In addition, my consultant and contractor shall be furnished a copy of the instruction package attached to the transmittal of the Agreement including Federal Requirements for Performance of Construction by Contract; Excerpt from L&WCF Grants Manual, Chapter 675.3; Administrative requirements regarding bonding and insurance; and EEO Contract Compliance. Assuring compliance of all these provisions is the sponsor's responsibility.
- 5. The park shall be open to the general public at reasonable times and with no discrimination due to race, creed, national origin, age or handicap.
- 6. Annual audits while the project is active and a final audit upon completion shall be submitted in compliance with OMB Circular A-133.
- 7. Plans and specifications shall be furnished no later than four months after the project agreement date, or funds shall be withdrawn.
- 8. Prior to billing, the project sponsor shall have personnel responsible for preparation of billing, visit the Division of Outdoor Recreation administrative office for guidance in preparation of requests for reimbursement.

PROJECT SPONSOR: City of Hammond Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

MAINTENANCE AGREEMENT

REGION 06 PARISH Tangipahoa  
POLITICAL SUBDIVISION (Project)

City of Hammond  
Zemurray Park Pool Renovation

PROJECT NUMBER 22-00944

DATE May 25, 2017

WHEREAS it is desirable to provide maintenance of recreation facilities established under the provisions of the Land and Water Conservation Fund Act, Now be it resolved that (Government Unit-Project Sponsor) City of Hammond will hereinafter provide the the necessary maintenance as follows:

The property shall be maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard and similar activities shall be maintained at levels reasonable to prevent loss of the lives of users. Building, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime so as to prevent undue deterioration and not to discourage public use on the following described project:

**Renovate the existing pool-squaring its 6-lane irregular shape to up to 10 competition (i.e. Half- Olympic/Olympic) width, and to renovate pool facilities (e.g. locker rooms, restrooms sidewalks, pool decking) to current health ADA standards.**

AND, be it further provided that the (Government Unit-Project Sponsor)City of Hammond will keep the facility open to the general public at reasonable hours and times of the year consistent with the type of facility and will further obtain approval in writing from the Louisiana Office of State Parks, Division of Outdoor Recreation, before any change from the original recreational use is effected on the above described project.

AND, be it further provided that the sponsoring unit of government (project sponsor) agrees that the benefit to be derived by the State from the full compliance by the project sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the Government Unit of the State, as such benefit exceeds to any immeasurable and unascertainable extent the amount of money furnished by the State (through the Land and Water Conservation Fund) by way of assistance under the terms of this agreement. The project sponsor agrees that payment by the project sponsor to the State of an amount equal to the amount of assistance extended under this agreement by the State would be inadequate compensation to the State for any breach by the project sponsor of this agreement. The project sponsor agrees, therefore, that the appropriate remedy in the vent of a breach by the project sponsor of this agreement shall be the specific performance of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Governmental Unit: \_\_\_\_\_ Governmental Unit: \_\_\_\_\_  
(Project Sponsor) (Co-Sponsor)

Chairman: \_\_\_\_\_ Chairman: \_\_\_\_\_  
Clerk: \_\_\_\_\_ Clerk: \_\_\_\_\_