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SUB-RECIPIENT
GRANT AGREEMENT
between
OREGON DEPARTMENT OF FISH AND WILDLIFE
and
Yamhill County
for
Roger's Landing Boarding Float Replacement

RECIPIENT TYPE: County Government

This Grant Agreement ODFW Agreement #076-14, , is entered into by and between the State of Oregon acting by and through its Department of Fish and Wildlife, hereinafter referred to as "ODFW," and Yamhill County, hereinafter referred to as "Recipient," both herein referred to individually or collectively as "Party" or "Parties." By signing this Grant Agreement and accepting grant funds, the Recipient, or a duly authorized representative of the Recipient, makes the representations and agrees to the obligations and conditions set forth below.

I. PURPOSE AND AUTHORITY

- A. ODFW is the recipient of a grant from the United States Department of the Interior, Fish and Wildlife Service (USFWS) Catalog of Federal Domestic Assistance (CFDA) #15.605 - Sport Fish Restoration, Federal Grant Number F14AF00013 "Willamette River Boat Ramp Rogers Landing Boarding Float Replacement".
- B. ODFW enters this sub-recipient Grant Agreement under this award to reimburse Recipient for expenses not to exceed \$210,300 of implementing a project where sub-recipient is carrying out the purpose of the federal award, pursuant to its authority contained in Oregon Revised Statutes (ORS) 496.525 and 496.146(11).
- C. By the authority granted in ORS 190.110, state agencies may enter into agreements with other government entities for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

II. TERM OF AGREEMENT

This Agreement takes effect on the date of last signature below and unless terminated or extended, this Grant Agreement expires twenty (20) years after project completion. Recipient's Period of Performance during which the project must be completed is **September 30, 2013 - December 31, 2015**. ODFW will make no payment for any service performed or expenses incurred before the beginning date or after the expiration date of the period of performance.

III. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (Project Description and Budget), Exhibit B (Federal Compliance Terms), Exhibit C (Administrative Summary), and Exhibit D (Assurances - Construction Programs (Standard Form 424D) attached hereto and by this reference made a part hereof. Recipient shall seek any prior approvals from ODFW and not USFWS.

IV. RECIPIENT OBLIGATIONS

A. Implement Project. The Recipient will

1. Implement the project during the Period of Performance of this agreement, as defined in Section II, and
2. request a formal amendment to the project if needed, as required by Section IV (J).

B. Maintain Project. The Recipient is responsible for the term of this agreement to maintain the public boating access facility that results from the implementation of the project (Facility). If Recipient fails to maintain the Facility, Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.

C. Ensure the Public Boating Access Facility is used for its authorized purpose. The Recipient is responsible for the term of this agreement to ensure that the Facility is used as a public boating access facility. If Recipient fails to maintain this use, then Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.

D. Match. Recipient must provide \$70,100 of the total Project cost. Recipient must document any cash and in-kind contributions Recipient makes to the project and retain such documentation. A summary of the match contributed for the period and the cumulative match amount must be included in Recipient's reimbursement requests.

1. Match costs may include: (1) allowable costs incurred by ODFW, the Recipient, or cost-type contractors under this Agreement where the costs are funded by non-federal grants or by others' cash donations from non-federal third parties and are not counted as match of another federal grant agreement or (2) third party in-kind contributions received during the Period of Performance of this Agreement.
2. **Special rules apply to valuing third party in-kind contributions.** Volunteer services should be valued at rates, including fringe benefits, consistent with those ordinarily paid for similar work within the Recipient's organization, or at rates consistent with those ordinarily paid by other employers for similar work in the same labor market. Service of employees of third party organizations should be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs.

E. Performance and Financial Reporting

1. Reports are due according to the following schedule:

a. Project Progress Reports:

Interim Performance Report	December 29, 2014
Interim Performance Report	December 2015

b. Final Project Report: **March 31, 2016**

2. Recipient shall compile and delivery to ODFW progress and final project reports that describe the work completed under this Agreement using ODFW approved reporting template. The ODFW project manager will provide the report format to the Recipient's project manager.

3. The Progress and Final Project Reports must include:
 - a. Status of Objectives (from Project Description Exhibit A) (a comparison of actual accomplishments to the objectives established for the period).
 - b. Description of work completed and methods used in completing the work.
 - c. Explanation of why objectives or portions of objectives were not completed. If the work could not be performed within the period specified, provide a statement of the problem, the actions to be taken to resolve the problem, and when it is anticipated that the objectives will be completed.
 - d. Summary of expenditures and match to date.
 - e. Explanation of why expenditures differ from original Project budget.
 - f. Any additional information that would be helpful in evaluating the strengths and weaknesses of the Project methods, materials or assumptions based on expectations of results.

F. Grant Reimbursement Requests

1. **Basis of Payment.** This is a reimbursable grant program. Recipient must complete or make progress on the Project before grant funds will be disbursed. Recipient must submit the final request for reimbursement to ODFW within thirty (30) calendar days of termination of the Period of Performance, and is due no later than **January 31, 2016**.
2. **Request for Reimbursement**
 - a. Recipient may request disbursement of the grant funds for up to a six (6) month period, but no more than once per month.
 - b. To request reimbursement, Recipient must submit a signed OSMB/ODFW Reimbursement Form showing current and cumulative costs by budget category (i.e., Salaries, Fringe Benefits [OPE], Travel, non-expendable equipment [greater than \$5,000 per item], Supplies [less than \$5,000 per item], Contract Services, Construction, and Indirect Costs, if contained in the budget depicted in Exhibit A) and the total of current and cumulative match. The OSMB/ODFW Reimbursement Form can be obtained at: <http://www.oregon.gov/osmb/boatfac/pages/index.aspx>.

G. Give credit and seek approval before publishing publicity, news releases, and reports.

Recipient shall give credit to the USFWS when implementing this project by:

- i. Displaying the logo on sport fish restoration facilities that are constructed, acquired, developed, or maintained using funds provided through this Agreement.
- ii. Using the Sport Fish Restoration (SFR) logo on printed material or other visual representation that relate to project accomplishments or education/information. Recipient should refer to 50 CFR § 85.47 for logo colors; and
- iii. Posting a sign during construction and/or after completion which states, "The Federal Aid in Sport Fish Restoration Program funded this facility thanks to your purchase of fishing equipment and motorboat fuel."

- H. Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs of the Recipient necessary for implementing the project, including allowable costs in the form of payments to cost-type contractors, under the terms of this Agreement including all its Exhibits.
- I. Dual Payment.** The Recipient may not be compensated for or receive any other form of dual payment for the costs charged to ODFW for the project described in Exhibit A from any agency of the State of Oregon, the United States of America, or any other party.
- J. Obtain Written Amendment prior to making changes.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both ODFW and Recipient. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
1. **When Amendment Needed.** Recipient must request an amendment to this Agreement prior to any of the following changes:
 - a. If Recipient needs additional funding to complete the project (as identified in Exhibit A).
 - b. If the federal award received by ODFW is more than \$100,000, when the Recipient determines that the budgeted amount within any budget category is going to change by an amount that exceeds ten (10) percent of the total grant funds.
 - c. If Recipient revises the scope or objectives of the project (as identified in Exhibit A).
 - d. If Recipient needs additional time to complete the project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement.
 - e. If Recipient changes key persons in cases where specific persons are identified in Exhibit A of this Agreement.
 - f. If the Recipient wants to include costs that require prior approval in accordance with the applicable cost principles, and the costs are not identified in Exhibit A.
 - g. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purposes of the work to be performed under this Agreement, where not already identified in Exhibit A.
 2. **Amendment Process.**
 - a. Any and all requests to ODFW for Amendment(s) to this Agreement must:
 - i. be in writing addressed to ODFW's Project Manager;
 - ii. be made to ODFW as early as possible because these types of changes may require prior approval of USFWS before the change can be implemented;
 - iii. be made to ODFW at least sixty (60) days prior to the expiration of the Agreement; and
 - iv. state the reasons for the need to amend the Agreement.
 - b. Upon receipt of any request for amendment to this Agreement, ODFW will review the request and

- i. If in agreement with the request, and if necessary, seek approval from USFWS promptly, and inform Recipient of USFWS's decision, including the date of USFWS approval, as soon as possible.
- ii. If an amendment is approved, prepare a written amendment for signature by ODFW and Recipient.
- iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

K. Maintain Records. Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit ODFW, the Oregon Secretary of State's Office, the USFWS and their authorized representatives to verify how grant funds were used.

1. **Expenditures.** All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this Agreement from other federal and non-federal funding sources.
2. **Funds Received.** Recipient shall assume liability for all funds received pursuant to this Agreement and shall assume responsibility for repayment to ODFW of any expenditures not authorized by this Agreement.
3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this Agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its project completion report.
4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six (6) years starting from the date of disposition, replacement or transfer of the real property or equipment.

L. Provide access to records. Recipient will provide access to ODFW, USFWS, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this Agreement, the project or the grant funds provided hereunder, for the purpose of monitoring compliance with this Agreement, making audits, examinations, excerpts, and transcripts.

M. Audits. Recipients that are non-federal entities are responsible to comply with requirements and standards under Office of Management and Budget (OMB) Circular A-133. In the event that Recipient is not an individual or for-profit entity, and expends \$500,000 or more per year in federal funds, an audit pursuant to this circular is required.

1. **Qualify for OMB Circular A-133 Audit.** If Recipient qualifies for an OMB Circular A-133 audit, Recipient shall submit copies of their latest financial statements and A-133 audit, or a web link to this material, to ODFW Project Manager upon signing this Agreement, and annually hereafter during the term of this Agreement. If Recipient does not meet the \$500,000 federal threshold requiring an A-133 audit, Recipient shall submit a signed statement certifying such.
2. **Inclusion in A-133 Audit.** Recipient shall report the grant funds received hereunder as pass-through funds on its Schedule of Expenditures of Federal Awards.

3. **Records Inspection.** Recipient shall assist in all compliance audits of Recipient's project conducted by ODFW, the Secretary of State Office of the State of Oregon, the USFWS, or their duly authorized representatives.
4. **Record Availability.** At any time during normal business hours, all records including landowner participant, program, and financial records pertaining to this Agreement, shall be available and accessible to ODFW or any of their duly authorized representatives for the purpose of audit, monitoring, or examination.
5. **Record Retention.** If there are unresolved audit questions at the end of the six (6) year period, Recipient shall retain the records until Recipient receives notice from ODFW that the audit questions have been resolved.
6. This clause (M) must be included in any sub-award of federal assistance to a non-federal entity.

V. ODFW'S OBLIGATIONS

Provide funds. ODFW agrees to pay Recipient the total sum not to exceed \$210,300 ("Grant Funds") to reimburse Recipient for implementing project as described in Exhibit A upon the following conditions:

1. ODFW has received sufficient funding, appropriations and expenditure authorization to allow ODFW, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. Recipient has supplied sufficient match for the project as documented on the OSMB/ODFW Reimbursement Form.
3. ODFW will pay Recipient no later than forty-five (45) days following receipt and approval of Recipient's request for reimbursement.
4. ODFW will not pay for any project work performed before the beginning date or after the expiration date of the period of performance identified in Section II.
5. ODFW is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to ODFW more than forty-five (45) days after the Period of Performance.

VI. STANDARD CONDITIONS

- A. **Ownership.** Subject to the conditions contained in IV (B) and (C) of this Agreement, ODFW acknowledges and agrees that the project is the exclusive property of the Recipient. ODFW is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.
- B. **Notice.** All notices required or allowed to be given by this Agreement shall be by first-class mail, facsimile, or email and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit C.
- C. **Circumstances outside of Parties' Control.** Neither ODFW nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.

D. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the party in such proportion as is appropriate to reflect the parties' relative fault. The parties' relative fault shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

E. Indemnification by Subcontractors. Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that he Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful actions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

F. Alternative Dispute Resolution. ODFW and Recipient agree that in the event of a dispute regarding implementation of this Agreement, the Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

G. TERMINATION

1. FOR CONVENIENCE

- a. **Termination by Recipient.** The Recipient may terminate this agreement during the Period of Performance at any time upon thirty (30) days prior written notice to ODFW setting forth the reasons for such termination, and the effective date,

delivered by certified mail or in person to ODFW's Project Manager contact as listed in Exhibit C.

- b. **Termination by Mutual Consent.** ODFW may terminate this agreement with the consent of Recipient in which case ODFW and Recipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
 - c. **Termination by ODFW.** If the Federal Funding Agency's funding support for this project is terminated, suspended or discontinued, ODFW will immediately notify Recipient to stop all work and may terminate this agreement.
2. **FOR CAUSE (REMEDIES FOR NON-COMPLIANCE BY RECIPIENT) - If Recipient materially fails to comply with any term of this Agreement**, whether stated in a federal statute or regulation, in an application, or elsewhere, ODFW may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by ODFW;
 - b. Disallow (deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate this Agreement;
 - d. Withhold further grant awards for Recipient's project; or
 - e. Take other remedies that may be legally available.
3. **Recipient's Obligation upon submittal or receipt of note of termination.**
- i. Within thirty (30) days of submittal or receipt of a notice of termination of this Agreement, the Recipient must submit a final project report for work completed prior to termination.
 - ii. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the USFWS terminating ODFW's grant or causes or required ODFW to return funds to the USFWS, Recipient will return to ODFW an amount equal to the funds which ODFW is not reimbursed for or is required to return to USFWS.
4. **ODFW's Obligation upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, ODFW will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date, including non-cancellable obligations.
- H. **No Third Party Beneficiaries.** ODFW and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- I. **Subgrants, Subcontracts and Assignment.**

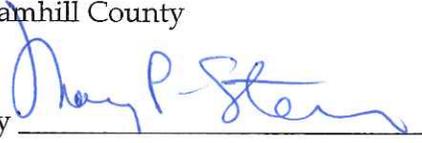
1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit A, or assign or transfer any of its interest in this Agreement without ODFW's prior written consent. Subawards and subcontracts with known parties identified in Exhibit A are deemed to be approved.
 2. Any subgrant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including the Federal terms and conditions listed in Exhibit B.
 3. Any subcontract entered into under this Agreement:
 - a. Shall be awarded in accordance with 43 Code of Federal Regulations (CFR) 12.76 "Procurement."
 - b. Shall contain the terms and conditions of Section V "Compliance with Applicable Federal Regulations and Statutes," of Exhibit B.
- J. Compliance with Applicable Law.** Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibit B.
- K. Integration.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
- L. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on CONTRACTOR and ODFW, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to ODFW.

STATE OF OREGON, by and through its
Department of Fish and Wildlife

RECIPIENT:
Yamhill County

By 
Debbie Colbert
Deputy Director for Administration

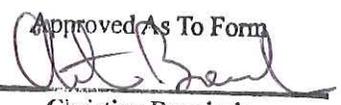
By 
Mary Stern
Commission Chair

Date 5/2/14

Date 4/24/14

Federal Tax ID # 93-6002318

Federal DUNS # 038497025

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
4/24/14 by Board Order
14-220

EXHIBIT A
PROJECT DESCRIPTION AND BUDGET
Willamette River Boat Ramp Rogers Landing Boarding Float Replacement

PROJECT: Roger's Landing; Willamette River
Newberg; Yamhill County
Boarding Float Replacement
Latitude: 45.28611N Longitude: -122.86444W

3rd PARTY RECIPIENT: Yamhill County Parks Department
Address: 615 E Sixth St., McMinnville, OR 97128
Project Leader: Brett Henry, Parks Division Manager, Yamhill County Parks Dept.
Telephone: 503-437-5666 FAX: 503-472-5216
Email: henryb@co.yamhill.or.us

NEED/PURPOSE: Heavy use of the Roger's Landing boating facility has led to the deterioration of the wooden boarding floats. The current boarding floats were constructed during a period when environmental regulatory agencies would not allow any treated wood to be in contact with the water. The untreated Douglas fir have deteriorated to the point that basic repairs are no longer working and the structure is falling apart. There is a serious concern that the condition of the floats are too hazardous for boaters and damage to person and property can occur while loading and offloading.

The boarding floats are an essential component to boat launching at Roger's Landing. The purpose of the boarding float replacement project is to provide safe and convenient loading and unloading of boats and a long-lasting project that is easy to maintain. The new aluminum boarding float design will provide safe loading and unloading of boats free of tripping hazards and protruding materials that may cause injury or property damage.

OBJECTIVE: The goal is to replace the current unsafe wooden boarding floats with a new aluminum boarding float design to provide safe loading and unloading of boats.

EXPECTED RESULTS: Replacing the current wooden boarding floats with aluminum boarding floats will provide a safer facility for launch and retrieval of boats. This project has been designed for a useful life of 20 years. The method used to determine the length of useful life for this facility involved research of similar float construction materials, site application, anticipated use levels and maintenance. Provide public boating access.

COMPLETION DATE: December 31, 2015

APPROACH: Permits have been received from the regulatory agencies so the county can proceed with this project within the 2013-15 biennium. Brett Henry, Parks Division Manager, Yamhill County Parks, will manage this project. Oregon State Marine Board will assist with the final design and technical specifications for this project. Yamhill County will advertise for bids, select the contractor and monitor construction. Oregon State Marine Board will perform project inspections.

ESTIMATED COST AND FUNDING PARTNERS:

SOURCE:	AMOUNT	%
Federal Sport Fish Restoration (ODFW)	\$ 210,300	75%
Oregon State Marine Board (OSMB)	\$ 45,100	16%
Yamhill County Parks Department	\$ 25,000	9%
TOTAL	\$ 280,400	100%

In addition Yamhill County Parks Department will provide labor, materials and equipment to remove, demolish, and dispose of the existing boarding floats and installation of the new boarding floats at an estimated cost of \$9,050.00.

**EXHIBIT B
FEDERAL COMPLIANCE TERMS**

Willamette River Boat Ramp Rogers Landing Boarding Float Replacement

I. Project Specific Compliance Requirements:

1. Recipient will implement all 14 minimization measures (best management practices) listed below as part of this project. Failure to do so invalidates this Section 7 review and consultation, and may cause a take of listed species under Section 9 of the Endangered Species Act of 1973, as amended.
1. No heavy equipment will be operated in the stream.
2. No site dewatering will occur during ramp construction.
3. No uncured concrete will be allowed to enter the water.
4. No concrete will be poured in conditions or locations that would subject uncured concrete to contact with surface water or heavy precipitation.
5. No fill will be placed in spawning areas or areas with submerged aquatic vegetation as part of this project.
6. Work will not inhibit fish passage.
7. Work will be completed using equipment having the least impact.
8. Construction impacts will be confined to the minimum area necessary to complete the work.
9. Care will be taken to prevent any petroleum products, chemicals, or deleterious materials from entering the water during construction.
10. No maintenance or refueling activities involving construction vehicles will occur within or near the waterway.
11. Demolition materials will be disposed of at an off-site, upland location.
12. The replacement dock will be substantially similar to the existing dock in location, composition and size to maintain site conditions.
13. A water-proof seal or barrier will be applied and maintained for the life of any docks constructed of treated wood. Sealing the treated wood will eliminate potential introduction of harmful compounds in to the water.
14. Synthetic flotation material will be permanently encapsulated to prevent breakup into small pieces and dispersal in water.

II. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for the Dingell-Johnson Sport Fish Restoration Act, contained in 50 CFR Part 80.
- B. Recipient to comply with Assurances - Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, Recipient must complete and return the Federal Funding Accountability and Transparency Act (FFATA) form to ODFW prior to execution of this grant agreement.

III. Administrative Requirements

- A. Recipient acknowledges that as a sub-recipient of federal funds, Recipient is responsible to comply with the Federal Awarding Agency's administrative rules regarding Grants, as applicable. The applicable rules depend on the type of organization:
- State, Local and Tribal Governments are responsible to comply with the Federal Awarding Agency's regulations implementing the Grants Common Rule (43 CFR 12).
 - Non-profit organizations, Universities and for profit organizations are responsible to comply with OMB Circular A-110, codified at 2 CFR Part 215 and Department of Interior regulations at 43 CFR Part 12 Subpart F.
- B. Federal Awarding Agency's codification of the Grants Common Rule and OMB A-110 can be found at http://www.whitehouse.gov/omb/grants_chart/

IV. Allowable Costs

- A. Cost-reimbursement expenses incurred under this Agreement can only be for: (1) The allowable costs of the Recipient, including allowable costs in the form of payments to fixed-price contractors; and (2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the Recipient.
- B. For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs:
- State, local or Indian tribal governments, use the principles in 2 CFR part 225 (OMB Circular A-87)
 - Private non-profit organizations (other than institutes of higher education, hospitals, or organizations listed as exempt from A-122), use the principles in 2 CFR Part 230 (OMB Circular A-122)
 - Educational institutions use the principles in 2 CFR part 220 (OMB circular A-21)
 - For Profit organizations use 48 CFR part 31.2

V. Compliance with applicable Federal Regulations and Statutes

A. Debarment and Suspension.

1. By acceptance of this grant, Recipient certifies to ODFW that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. If requested by ODFW, the Recipient shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form certifying this information. Any such form completed by the Recipient for this transaction shall be incorporated into this Grant by reference.
2. By acceptance of this grant, Recipient accepts the responsibility to ensure that that it does not enter into either (a) a subgrant or (b) a contract with a value of \$25,000 or more, with an individual or entity which is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant by any Federal department or agency. Recipient may satisfy this requirement by including this clause in any covered lower-tier transaction by obtaining a certificate certifying such from the subrecipient or contractor or by checking www.epls.gov. (Source: 2 CFR Part 180, as supplemented by 2 CFR 1400).

B. Anti-Lobbying

By acceptance of this Grant, Recipient certifies with respect to an award of \$100,000 or more, that Recipient will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, pursuant to 31 U.S.C. § 1352.

C. Officials Not to Benefit

No member of Congress or resident commissioner shall be admitted to any share or part of this grant or contract or derive any direct or indirect benefit that may arise there from, pursuant to 41 USC § 22.

D. Opposition to Legislation

No part of any Congressional appropriation shall be used directly or indirectly to pay for any personal service or the publication or distribution of literature intended or designed to promote the public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to members of Congress as described in 18 U.S. C. 1913.

E. Buy American

1. Supplies.

- a. The Buy American Act (41 U.S.C.10) provides that the Government give preference to the purchase of domestic end products.
 - i. *Components*, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.
 - ii. *Domestic end product*, as used in this clause, means an unmanufactured end product mined or produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic.
 - iii. *End products*, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.
- b. Recipient shall ensure that for any supplies purchased, that the vendor or contractor shall deliver only domestic end products, except those—
 - i. For use outside the United States;
 - ii. That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - iii. For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines that domestic preference would be inconsistent with the public interest; or
 - iv. For which the head of the grantee organization or a designee at a level no lower than the grantee's designated awarding official determines the cost to be unreasonable (see § 12.715).

2. Construction Materials

- a. The Buy American Act (41 U.S.C. 10) provides that the Government give preference to the purchase of domestic construction material.
 - i. *Components*, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

- ii. *Construction material*, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.
 - iii. *Domestic construction material*, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to § 12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic.
- b. The Recipient agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

F. Organizational Capacity

Recipient hereby certifies that it has the legal authority to receive Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this Agreement.

G. Conflict of Interest

Recipient or Contractor shall ensure that it has and maintains established safeguards that prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

H. Federal Non-discrimination statutes

Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this Agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by ODFW.

I. Eligible Workers

Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

J. Environmental Laws

Recipient is responsible to comply with:

1. The Clean Air Act (42 U.S.C. §1857(h)) and Clean Water Act (33 U.S.C. §1368), and Executive Order 11738 (which requires that no facility to be used in the performance of the contract or grant is listed on the EPA List of Violating Facilities and that the work performed will not violate State clean air implementation plans).
2. Safe Drinking Water Act of 1974 (which requires the Recipient to protect underground sources of drinking water) (42 USC 300f et seq. [Pub. L. 93-523]).
3. National Environmental Policy Act; E.O. 11514 (which requires the Recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
4. Executive Order 11990: Protection of Wetlands (which requires the Recipient to comply with environmental standards for the protection of wetlands)
5. Executive Order 11988: Floodplain Management; E.O. 11988 (which requires the Recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
6. Coastal Zone Management Act (which requires Recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
7. Wild and Scenic Rivers Act (which requires the Recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
8. Historic Preservation Act, E.O. 11593 (which requires Recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
9. Endangered Species Act (which requires the Recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
10. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 USC Chapter 31, Subchapter I, Sections 1361ff).

K. Energy Efficiency

Recipient or Contractor is responsible to comply with mandatory standards and policies relating to energy efficiency that are contained in the Oregon Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

L. Text Messaging (E.O. 13513)

1. If funding for this Agreement originates from the U.S. Department of Interior, Recipient or Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned vehicles, or while driving

personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2. Recipient or Contractor is also encouraged to considering new rules and programs, and reevaluating existing programs to prohibit text messaging while driving, and conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the agency's text messaging policy while off duty.

M. Patent Notification

Pursuant to Executive Order 12889, the Federal Awarding Agency is required to notify the owner of any valid patent covering technology whenever the Federal Awarding Agency or its financial assistance recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the Recipient uses or has used patented technology under this award without a license or permission from the owner, the Recipient will be required to notify ODFW's Administrative Contact, who will in turn be responsible to make notification to the Federal Awarding Agency's Grants Officer. This notice does not necessarily mean that the government authorizes and consents to any copyright or patent infringement occurring under the financial assistance.

N. Recycled Products

If funding for this Agreement originates from the U.S. Department of Interior, as a result of RCRA, and EPA's implementing regulations, Subrecipients that are local governments, institutions of higher education, hospitals, and non-profit organizations shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA guidelines. For all purchase made with funds transferred through this award the Recipient shall seek to "Buy Green" environmentally friendly and recycled products when possible. When environmentally friendly products are not available, special attention shall be paid to ensure that the quantity procured does not exceed the amount required in order to minimize waste and disposal issues.

O. Seat-belt policies and program

If funding for this Agreement originates from the United States (US) Department of Interior, per 43 CFR § 12.2 (E)(3)(i), Sub-recipients of federal grants and cooperative agreements are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness and other appropriate programs or their employees about the importance of wearing seat belts and the consequences of not wearing them.

P. The Trafficking Victims Protection Act of 2000

1. If Recipient is a private entity, recipient is responsible to comply with 22 U.S.C. § 7104(g), as amended, and the implementing regulations at 2 CFR part 175. This Act authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the recipient engages in certain activities related to the trafficking of victims.
2. Recipient and its employees may not i. Engage in severe forms of trafficking in persons during the period of time that this agreement is in effect; ii. Procure a commercial sex act during the period of time that the award is in effect; or iii. Use forced labor in the performance of the award or subawards under the award.

Q. Hatch Act

Recipient understands it is responsible to comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328) which limits the political activities of officers and employees of state and local agencies whose principal employment activities are funded in whole or in part with federal financial assistance.

R. Real Property Acquisition Relocation

Recipient will comply with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

S. Lead-Based Paint

Recipient or Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

T. Copeland "Anti-Kickback" Act

Recipient and its Contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. (18 U.S.C. 874 and 40 U.S.C. 276c).

U. Executive Order 13202 - Open competition and neutrality regarding labor relations

Recipient shall ensure that neither it nor a construction manager acting on its behalf, shall in its bid specifications, project agreements, or other controlling documents for construction contracts awarded:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
3. Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

V. Davis-Bacon

If Recipient issues a contract under this Agreement for more than \$2000 under which mechanics or laborers are employed, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall be required to pay wages not less than once a week. If this Contract is in excess of \$2,000, this Contract is conditioned upon Contractor's acceptance of the current prevailing wage determination issued by the Department of Labor. (40 U.S.C. 276a to a-7).

W. Contract Work Hours and Safety Standards Act

If Recipient establishes a Contract under this Agreement which is in excess of \$2000 and is for construction, and/or in excess of \$2500 for the employment of mechanics or laborers, Recipient shall include the following clause in its Contract: Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (40 U.S.C. 327-333).

X. Equal Employment Opportunity

1. If Recipient establishes a Contract under this Agreement in excess of \$10,000 and for construction, Recipient shall include the following clause is inserted in the Contract: Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by 41 CFR Part 60. All subcontracts entered into by Contractor shall contain a provision requiring the subcontractor to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by 41 CFR Part 60, to the extent such lower-tier agreements are allowed by ODFW.
2. Recipient shall include the following clause in its construction contracts which exceed \$10,000:
During¹ the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

¹ As required by 41 CFR 60-1.4 (b)

- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT C
ADMINISTRATIVE SUMMARY
Willamette River Boat Ramp Rogers Landing Boarding Float Replacement

YAMHILL COUNTY

Yamhill County Project Leader: Brett Henry, Parks Division Manager
Yamhill County Parks Department
Address: 615 E Sixth St.
McMinnville, OR 97128
Telephone: 503-437-5666
Fax: 503-472-5216
E-mail: henryb@co.yamhill.or.us

OREGON DEPARTMENT OF FISH AND WILDLIFE

ODFW Project Manager: Karen Tofte
Address: Oregon Department of Fish & Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302
Telephone: 503-947-6260
Fax: 503-947-6202
Email: Karen.L.Tofte@state.or.us

ODFW Accounts Payable: Pat Tanner
Address: Oregon Department of Fish & Wildlife
Administrative Services Division
4034 Fairview Industrial Drive SE
Salem, OR 97302
Telephone: 503-947-6186
Fax: 503-947-6140
Email: Pat.Tanner@state.or.us

ODFW Administrative Contact: Jeff Svejcar
Address: Oregon Department of Fish & Wildlife
Administrative Services Division
4034 Fairview Industrial Drive SE
Salem, OR 97302
Telephone: 503-947-6130
Fax: 503-947-6156
Email: Jeff.Svejcar@state.or.us

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
LICANT ORGANIZATION	DATE SUBMITTED