



OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION BOATING & FISHING ACCESS PROGRAM



The Oklahoma Department of Wildlife Conservation (ODWC) cooperates with cities, state agencies, counties and other government entities in the construction and maintenance of boating and fishing access facilities on water bodies across the state through the federal Sport Fish Restoration Program. In this program, ODWC is a pass-through entity of federal funds and the cooperator is a sub-recipient.

WHAT IS THE SPORT FISH RESTORATION PROGRAM?

The Sport Fish Restoration Program involves federal and state fish and wildlife agencies, the sport fishing industry, anglers and boaters, and local cooperators. The purpose of the program is to increase sport fishing and boating opportunities. The program was created in 1950 by the Dingell-Johnson Act and an amendment in 1984 (Wallop-Breaux; CFDA-15.605) that added funds for boating access development projects. The Sport Fish Restoration Program is a great example of a "user pays-user benefits" program. Anglers and boaters are the users who pay...and benefit.

HOW IT WORKS:

Anglers and boaters pay taxes on certain items associated with the pursuit of their sport. These tax dollars are collected by the U.S. Treasury and disbursed to the state fish and wildlife agencies through the Wildlife and Sport Fish Restoration Program of the U.S. Fish & Wildlife Service (USFWS).

Sport fish restoration, management, research, enhancement, boating and fishing access developments or maintenance, and education projects are permissible under the Act. Projects must be approved in advance by the USFWS who establishes the project criteria. Projects must be technically sound, environmentally acceptable, and competently designed. Once approved, the state or cooperator spends money on the project and is then reimbursed up to 75%. A cooperator's share must be at least 25% and must be derived from a non-federal source.

The Wildlife and Sport Fish Restoration Program office inspects projects and requires documentation to ensure the funds are being used properly and project goals and objectives are being achieved.

SOURCES OF INCOME:

The "users" (boaters and anglers) pay the funds through three methods: excise taxes, import duties and boat motor fuel taxes. Wholesale manufacturers pay a 10% federal excise tax on most sport fishing tackle like rods, reels, artificial lures, and tackle boxes. A 3% federal excise tax is collected on electric trolling motors and certain fish finders. Duties are charged for imported fishing tackle, pleasure boats and yachts. The portion of the federal fuel tax attributable to motorboat fuel completes the funding.

Congress mandates that each state must spend at least 15% of its annual apportionment of these funds on development and maintenance of boating access facilities which may include boat ramps, boating courtesy docks, breakwaters, restrooms, parking areas and entrance roads.

ODWC cooperates with cities, state agencies, counties and other government entities in the construction, repair and maintenance of boating and fishing access facilities on a 75% ODWC / 25% cooperator cost-share basis. On most boating access projects, the ODWC will reimburse the project cooperator up to 75% of the approved project costs after the project is satisfactorily completed.

For more information about the boating access program, please contact the Department of Wildlife Conservation, Fisheries Division at (405) 521-3721.

COOPERATIVE AGREEMENT PASS-THROUGH FEDERAL ASSISTANCE GRANT

Federal Pass-Through Entity: Oklahoma Department Of Wildlife Conservation

Sub-recipient (Cooperator) Name: City of Lawton

Sub-recipient (Cooperator) DUNS Number: _____

This Cooperative Agreement, made in duplicate this _____ day of _____, 20_____, by the Oklahoma Department of Wildlife Conservation, hereinafter called ODWC, and the _____ City of Lawton _____ hereinafter called the Cooperator.

WHEREAS, ODWC has a cooperative **boating and/or fishing access** facilities development program to construct and/or repair or replace certain boating or fishing access facilities, and

WHEREAS, the Cooperator is the owner and/or operator of the lake and/or other real property described in Attachment A, and thereby made a part of this agreement, and

WHEREAS, the Cooperator has herein entered into this cooperative agreement with ODWC to construct, repair or replace the boating or fishing access facility as specifically described in Attachment B and

WHEREAS, ODWC is cost-sharing this project using federal funds, through the Sport Fish Restoration Program, administered by the U.S. Fish and Wildlife Service, and therefore is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and

WHEREAS, ODWC has available Sport Fish Restoration Program funds to share up to 75% of total cost for construction, repair or replacement of said facility described in Attachment B and

WHEREAS, the Cooperator has available a minimum of 25% of total cost for construction matching local, state or other non-federal funds for cooperating in completing work as described in Attachment B and

WHEREAS, the Cooperator hereby agrees to be responsible for the construction and subsequent maintenance and liability, as described herein, of the access facility.

NOW THEREFORE, it is mutually agreed as follows:

1. ODWC agrees to fund up to, but not exceed, 75% of the total cost of the access facilities development(s) specifically described in Attachment B with Sport Fish Restoration Program funds apportioned to ODWC.
2. The Cooperator agrees to perform the work on the access facility as described in Attachment B and to provide to ODWC adequate records of all costs incurred, both cash encumbrances and cooperator services, so that accurate total costs are documented for reimbursement up to 75%.
3. The Cooperator agrees to allow public access. Failure to comply with said access is a breach of contract and will result in termination of the agreement. In the event of a breach of contract and within 180 days of written notice from ODWC, the Cooperator will reimburse to ODWC monies received from Sport Fish Restoration Program funds in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.
4. The Cooperator agrees to maintain said facility at their expense for the useful life of the facility (see Attachment A). Minimum maintenance includes mowing vegetation, removing trash, restroom sanitation, routine maintenance, and repairing damages to structures. Failure to perform such maintenance is a breach of contract and will result in termination of the agreement. In the event of a breach of contract and within 180 days of written notice from ODWC, the Cooperator will reimburse to ODWC, monies received from Sport Fish Restoration Program funds in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.
5. The Cooperator agrees to not destroy or alter the use of the project during the useful life of the facility

(see Attachment G, "ODWC Useful Life Determination For Boating Access Projects"). Failure to comply is a breach of contract and will result in termination of this Agreement. In the event of a breach of contract and within 180 days of written notice from ODWC, the Cooperator will reimburse to ODWC monies received from Sport Fish Restoration Program funds in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.

6. The Cooperator agrees to not prohibit or discourage any boater from launching boats based on vessel size and/or horsepower ratings. However, boat speed limits and no wake zones may be imposed.
7. The Cooperator agrees to not discriminate against any user or potential user on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity. Furthermore, the development described in Attachment B will be constructed so as to be accessible to persons with disabilities in adherence to the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Failure to comply with said accessibility is a breach of contract and will result in termination of the agreement. In the event of a breach of contract and within 180 days of written notice from ODWC, the Cooperator will reimburse to ODWC monies received from Sport Fish Restoration Program funds in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.
8. The Cooperator agrees to not charge any form of boat launching fee(s) for use of the facility. However, fishing, boating, camping and/or picnicking permits on the property owned or managed by the Cooperator are allowed.
9. The Cooperator agrees that the access facility will remain open for inspection and compliance reviews at all times by the U.S. Fish & Wildlife Service and ODWC to fulfill responsibilities in monitoring uses of Sport Fish Restoration Program acquired and/or developed properties. ODWC will conduct annual inspections of the access facilities to determine and ensure that the terms of the agreement regarding public access, use and maintenance are being met by the Cooperator.
10. The Cooperator agrees to use the facilities described in Attachment B only for the intended public purposes provided and to prohibit all activities or use that interferes with, conflicts with or discourages use by boaters and anglers. Failure to comply with this conflicting use provision is a breach of contract and will result in termination of the agreement. In the event of a breach of contract and within 180 days of written notice from ODWC, the Cooperator will reimburse to ODWC monies received from Sport Fish Restoration Program funds in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.
11. The Cooperator agrees to accept all responsibility and liability for the construction, maintenance and operation of said facility and will not hold the Department liable for any damage or injury to any persons during its construction, operation or use.
12. The Cooperator agrees to install and maintain throughout the useful life of the project a sign(s) supplied by ODWC stating that Sport Fish Restoration Program funds were used to develop said facility.
13. Failure to comply with the terms of this agreement and the requirements in attachments A – H by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement. In the event of termination of the agreement and within 180 days of written notice from ODWC, the Cooperator will reimburse to ODWC monies received from Sport Fish Restoration Program funds in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.

For the Cooperator:

Stan Booker, Mayor

Name/Title

Signature

(Signee must have spending authority for the Cooperator and authority to enter into agreement for the 20 years useful life of the project)

Dated this _____ day _____, 20____

Subscribed and sworn to me _____, 20____

Notary

My commission expires _____, 20____

Commission number: _____

For ODWC:

Dated this _____ day _____, 20____

Director

Subscribed and sworn to me _____, 20____

Signature

Notary

My commission expires _____, 20____

Commission number: _____

ATTACHMENT A: Boating/Fishing Access Development Requirements

- 1. Open to the Public:** The ODWC will not provide financial assistance unless the boating/fishing access facility is on public waters or private waters where the public is guaranteed free use and access to the facility. The Cooperator must guarantee developments will remain open and free to boaters and anglers, without interference from other uses, for the expected useful life of the facility (see Attachment G). Fees for fishing, boating, camping and/or picnicking on the property owned or managed by the Cooperator are allowed, but fees specific to boat launching or trailer parking are not allowed. Facilities may be closed periodically for maintenance or repair, or have designated hours of operation (curfew). Facilities may be closed to the general public for short-term special events as requested in writing by the Cooperator and with written ODWC approval.
- 2. Will Provide Needed Benefits to Boaters and Anglers:** Projects shall fulfill a demonstrated access need for boaters and anglers.
- 3. Project Must be Feasible:** Only those projects that are well-planned and feasible in regard to costs, designs, safety, location, access and usability will be approved.
- 4. Specific Site:** The specific location of the boating/fishing access facility shall be selected jointly by ODWC and the Cooperator.
- 5. Approval to Begin:** Following federal approval, ODWC will issue an approval letter and purchase order to the Cooperator to begin project construction. Any construction occurring prior to ODWC approval will result in breach of contract and will terminate the agreement. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Cooperator, or any person working on the Cooperator's behalf, shall be immediately reported to ODWC. The Cooperator shall stop all operations in the area of potential effect until written authorization to proceed is issued by ODWC after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.
- 6. Reimbursement Program:** The Cooperator must first incur project expenses, and request reimbursement by ODWC for up to 75% of approved project costs. Eligible project costs may be in (1) direct expenditures such as materials, paid construction contracts, paid engineering fees, etc., (2) force account (i.e. labor performed by employees), and/or (3) use of equipment owned by the Cooperator (as valued through an approved depreciation schedule). All project expenditures must be documented. If using 2 and/or 3, a preapproval meeting with ODWC is required to review accounting system for documenting project costs. Items not included in the Cooperative Agreement will not be reimbursed by ODWC.
- 7. Cooperator Share:** The Cooperator must assume at least 25% of the total project costs using non-federal funds.
- 8. Cost Accounting Records:** The Cooperator will keep all required time records and itemized cost records, and provide copies when invoicing ODWC for up to 75% reimbursement. These records will include all invoices of materials, supplies, labor and equipment, and copies of proof of payment and/or proof of actual funds expended. Direct expenditures such as materials, paid construction contracts, paid engineering fees, etc., shall be documented by providing a copy of the invoice(s) and proof of payment. Force account (i.e. labor performed by employees) expenditures shall be documented using the time/labor recording system of the Cooperator. Use of equipment owned by the Cooperator (as valued through an approved depreciation schedule) must be documented using the recording system of the Cooperator. No reimbursement requests will be processed without proper documentation. If using 2 and/or 3, as set forth in Provision 6 above, a preapproval meeting with ODWC is required to review accounting system for documenting project costs.
- 9. Architectural/Engineering:** A project with an estimated cost of \$50,000.00 or greater must have plans and specifications prepared by certified architects and/or engineers. For construction costing more than \$100,000.00, a qualified engineer must approve engineering plans and specifications, approve the feasibility determination, supervise the construction and furnish a report of final inspection.

10. **Construction Responsibilities:** The Cooperator will be totally responsible for the construction of the facility. Construction responsibility will include (but not be limited to) design and engineering, selection of the contractor, site surveying and preparation, inspection, oversight and materials testing, payment to the contractor, payment for supplies and materials, and final acceptance.
11. **Operation and Maintenance:** The Cooperator will be responsible for all operations and maintenance for the twenty (20) years useful life of the facility (see Attachment G).
12. **Changes:** No changes will be made in the budget or project plans and specifications after execution of the Cooperative Agreement unless agreed to by both parties in writing. Items that differ from contract specifications may not be reimbursed by ODWC.
13. **Project Deadline:** The project must be completed within the timeframe specified in Attachment B. The exact project start and finish dates will be designated in the approval letter from ODWC to the Cooperator. Failure to complete a project and/or submit reimbursement documentation within project start and finish dates will result in loss or repayment of funding. If the Cooperator fails to complete the entire project as designed within agreed time period(s), Cooperator will be required to repay all federal funding within 180 days of written notification from ODWC.
14. **Partial Payments:** Cooperators may request partial payment after major project components are completed. If the Cooperator fails to complete the entire project as designed within agreed time period(s), Cooperator will be required to repay all federal funding within 180 days of written notification from ODWC.
15. **Project Review and Acceptance:** The Cooperator will notify ODWC representative prior to each phase of construction and when construction is complete, so that ODWC representative can inspect the work, observe that plans and specifications have been met, and so that reimbursement can be approved. If the Cooperator fails to complete the entire project as designed within the agreed time period(s), Cooperator will be required to repay all federal funding within 180 days of written notification from ODWC.
16. **Monthly Update:** A monthly update report is due to ODWC via email by the 10th of each month during the term of this Agreement. The email should be sent to the ODWC Regional Fisheries Supervisor or programmatic contact. An update must be submitted even if no work was accomplished for any particular month. In that regard, simply report "no activity" and state justification for such inactivity. All monthly updates should include a description of any progress, photos depicting progress, and: 1) Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the project, including a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation and/or 2) favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned. The update must contain clear color ground level digital photographs of the work site and each project component.
17. **Federal Assurances:** Because federal funds are involved, the two (2) federal forms enclosed - Attachments E & F - must be signed by the appropriate authority for the Cooperator. One assurance of note is that the cooperators 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 ODWC and the USFWS, for the useful life of the project.
18. **Liability:** The Cooperator will accept full responsibility for liability during the construction and subsequent use and operations of the facility, and will not hold ODWC liable for any damage or injury that may occur during the construction and subsequent useful life of the facility.
19. **Federal and State Laws:** The Cooperator will comply with all federal and state laws and requirements including but not limited to the Americans with Disabilities Act, Section 404 of the Clean Water Act, National Environmental Protection Act, Section 7 of the Endangered Species Act, and National Historic Preservation Act Section 106. The facility shall be constructed so that it is accessible to people with disabilities. The Americans with Disabilities Act (ADA) / Architectural

Barriers Act (ABA) Accessibility Guidelines may be accessed at: www.access-board.gov/

20. **Signs:** Throughout the useful life of the project, Cooperator will install and maintain sign(s) provided by ODWC stating that Sport Fish Restoration Program funds were used to develop the facility.
21. **Monitoring:** ODWC will annually monitor and inspect project sites throughout the useful life to ensure that the project fulfills the stated purpose(s) as described in Attachment B ODWC will advise Cooperator in writing regarding any project needs, deficiencies, or maintenance required.
22. **Whistleblower Rights and Requirements:** 41 U.S.C. 4712, Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
 - (a) This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (b) Recipients, their sub-recipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all sub-awards and in contracts over the simplified acquisition threshold related to this award.
23. **SAM Registration:** Under the terms and conditions of this award, Cooperator must maintain an active System for Award Management (SAM) registration at <https://uscontractorregistration.com> until the final financial report is submitted or final payment is received, whichever is later. If Cooperator's SAM registration expires during the required period, the USFWS will suspend payment under this and all other USFWS awards to Cooperator until it updates its SAM registration.
24. **Audits and Records Retention:** The Cooperator agrees to be audited as provided in 2 CFR 200 or current Federal Audit Guidelines, and to provide ODWC copies of any and all audit references to federally funded projects at the conclusion of the audit. All financial and programmatic records must be maintained and accessible to officials of Oklahoma and Federal governments for a period of three (3) years from the federal closeout of the grant (submission and approval of the SF 425). Restitution of federal funds as a result of audit findings or lack of performance shall be accordingly contributed by the Cooperator.
25. **Land Not Owned by Cooperator:** If the Cooperator does not hold title to the land upon which the project will be constructed, the Cooperator must provide complete documentation of the lease, easement or other legal agreement that protects and secures the use of the land by Cooperator for the useful life of the project.

ATTACHMENT B: Application for Funding with the Oklahoma Department of Wildlife Conservation for Boating/Fishing Access Facilities Development

1. Name of Cooperator (City, county, other): City of Lawton
2. Cooperator's FEI number: 73-6005287 Date of Application _____
3. Authorized Agent (contact) for cooperator Jeff Temple
4. Business Correspondence Address 1405 SW 11th Street, Lawton, OK 73501
5. Remittance Address same
6. Office phone 580-581-3400 Cell _____
7. Email address jeffery.temple@lawtonok.gov
8. Location of development or proposed work site:
 - a. Address: Colliers Landing Campground, Fisherman's Drive,
 - b. Legal description: _____
 - c. Latitude/Longitude(in degrees-minutes-seconds): 34-49-58 98-20-35
 - d. Attach map and aerial photo
9. Type of development (check those which apply):
 boat ramp boat dock restrooms
 parking facilities fishing dock other (describe) _____
10. Type of facility: New Facility Improvement/repair to existing facility Replacement of existing facility
11. Who owns the property where the development is proposed? City of Lawton
12. If the Cooperator is not the owner of the property, what agreements have been made with the owner to approve and sanction the proposed work and to ensure access and use for the useful life of the project? N/A
Attach copies of any and all agreements
13. Description of work: Describe the facility to be developed and list major phases and related costs. The Department will provide minimum specifications). Include plans & specifications. Use additional pages as necessary to provide detail. Demolition, removal and replacement of existing dock abutment and boat dock, installation of two ADA accessible parking spaces, installation of sidewalk from ADA parking to dock abutment.
14. Justification and Purpose- Why is the work needed and how will anglers and boaters benefit from this work? The new boat dock, parking and sidewalk will be of universal design and meet ADA requirements. The existing boat dock has outlived its useful life. It is in poor shape, requires constant maintenance, and has been reduced in size due to sections deteriorating and extensive use. The existing dock did not meet ADA requirements for access or use.
15. For projects over \$50,000 who will be the project architect or project manager (give name and employer). For construction costing more than \$100,000.00, a qualified engineer must approve engineering plans and specifications, approve the feasibility determination, supervise the construction, and furnish a report of final inspection."
(give name and employer of Project Manager)
Joe Painter - Director, City of Lawton Engineering Division

16. Who will be the on-site construction inspector? (Not the engineer - give name of inspector and employer.) Certified City Building Inspectors -Staff

17. Estimated **Total Cost** of Project (ODWC and Cooperator's shares): \$ 105,168.00
(Use ODWC Boating Access Standard Budget worksheet Attachment H).

18. How much funding will be provided by the Cooperator? ($\geq 25\%$ of line 17) \$ 55,868.00

Please describe Cooperator's share, if other than cash Construction materials, labor

19. How much funding are you requesting from the ODWC? ($\leq 75\%$ of line 17) \$ 78,876.00

ATTACHMENT C: Affidavit

STATE OF OKLAHOMA

COUNTY OF Comanche

_____ of lawful age, being first duly sworn, on oath states,

1. (S)He is the duly authorized agent of _____, the cooperator under the agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the commitment to government personnel in order to procure said agreement;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the development of said agreement; and
3. Neither the cooperator nor anyone subject to the cooperator's direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the agreement to which this statement is attached.

Cooperator's Agent Title

Signature

Subscribed and sworn to me _____, 20____

Notary

My commission expires _____, 20____

Commission number _____

ATTACHMENT D: U.S. Department of the Interior Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets N.W., Washington, DC 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph 5 of these instructions, of a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E: Assurances - Construction Programs

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

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 for 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 project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, 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 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 progressive 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 of 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 II 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 subagreements.
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-133, "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.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Lawton	DATE SUBMITTED

ATTACHMENT F: Assurances - Non-construction Programs

ASSURANCES - NON-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 for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), 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 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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
7. Will comply, or has already complied, with the requirements of Titles II 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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 subagreements.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Lawton	DATE SUBMITTED

ATTACHMENT G:

Oklahoma Department of Wildlife Conservation Useful Life Determination for Boating Access Projects

ODWC defines Useful Life of capital improvements funded by the Sport Fish Restoration Grant Program standards via the authority granted in 2 CFR 200.436, and through United States Department of Interior, USFWS Director’s Order Number 175 (Steve Williams, 2004) in which “Acceptable methods to determine useful life include but are not limited to the State’s standards to determine the design life of the improvement or other established methods for defining useful life.” ODWC estimates the useful life of all Boating Access Sport Fish Restoration grant projects based on the below listed life expectancy estimates referenced in the document “Estimating Useful Lives for Capital Assets” Governmental Accounting Focus, by Paul E. Gruenwald, American Appraisal Associates, 2002.

Roadways: Gravel = 15 years Asphalt = 20 years Concrete = 30 years

Sidewalks: Asphalt = 25 years Concrete = 30 years

Parking Lots: Gravel = 10 years Asphalt = 15 years Concrete = 35 years

Outdoor Lighting Structures = 20 years

Boat Ramps: Concrete and Asphalt = 20 years

Metal Courtesy Docks (including associated gangway and dock abutment) = 20 years

Access Paths: Gravel = 15 years Asphalt = 20 years Concrete = 30 years

Reservoir Dams: Earthen = 40 years Concrete = 60 years

Fencing and Gates = 20 years

Restrooms: Permanent concrete block or precast = 50 years, Associated Plumbing, HVAC, and Electrical Systems = 20 years. Therefor restroom structures will be assigned a 37 year useful life.

Other (describe): _____

Useful Life Assigned = _____ years

By signing this Useful Life Determination, the cooperator agrees to maintain each component of the completed Boating Access project for the time (years) listed above.

Cooperator Signature	Date
----------------------	------

ODWC Signature	Date
----------------	------

**ATTACHMENT H: OK F-100-D-1 BUDGET TABLE:
Lake Example Boating Access Facilities Improvement**

Cost Classification	Estimate
1. Administrative and legal expenses	\$ -
2. Land, structures, rights-of-way, appraisals, etc.	\$ -
3. Relocation expenses and payments	\$ -
4. Architectural and engineering fees	\$ 25,000.00
5. Other architectural and engineering fees	\$ -
6. Project inspection fees	\$ -
7. Site work	\$ 10,000.00
8. Demolition and removal	\$ 5,000.00
9. Construction	\$ 190,000.00
10. Equipment	\$ 5,000.00
11. Miscellaneous	
12. Subtotal	\$ 235,000.00
13. Contingencies	\$ 24,000.00
14. Subtotal	\$ 259,000.00
15. Program income	\$ -
16. Total project costs	\$ 259,000.00
17. Federal assistance requested (75%)	\$ 194,250.00

BUDGET NARRATIVE:

4. Architectural and engineering fees

Site plans and engineering specs from XYZ Inc Architectural Firm

7. Site work

Leveling and Grading of boat ramp site

8. Demolition and removal

Removal of existing concrete boat ramp from the site

9. Construction

\$130,000 in materials: rip-rap around ramp and dock, soil fabric mixed rock, concrete and associated rebar and rebar and form prep (ramp, dock abutment, ADA parking), gravel for parking lot, etc.

\$60,000 in contractor costs: project administration, equipment consumables (e.g. fuel, oil), etc.

10. Equipment

Rental of skid-steer and/or other small equipment

13. Contingencies

Price Inflation of consumables, etc.

Grant Number BUDGET TABLE:

Project Title

Cost Classification	Estimate
1. Administrative and legal expenses	\$ _____
2. Land, structures, rights-of-way, appraisals, etc.	\$ _____
3. Relocation expenses and payments	\$ _____
4. Architectural and engineering fees	\$ _____
5. Other architectural and engineering fees	\$ _____
6. Project inspection fees	\$ _____
7. Site work	\$ _____
8. Demolition and removal	\$ _____
9. Construction	\$ 105,168.00
10. Equipment	\$ _____
11. Miscellaneous	\$ _____
12. Subtotal	\$ 105,168.00
13. Contingencies	\$ _____
14. Subtotal	\$ 105,168.00
15. Program income	\$ _____
16. Total project costs	\$ 105,168.00
17. Federal assistance requested (75%)	\$ 78,876.00

BUDGET NARRATIVE:

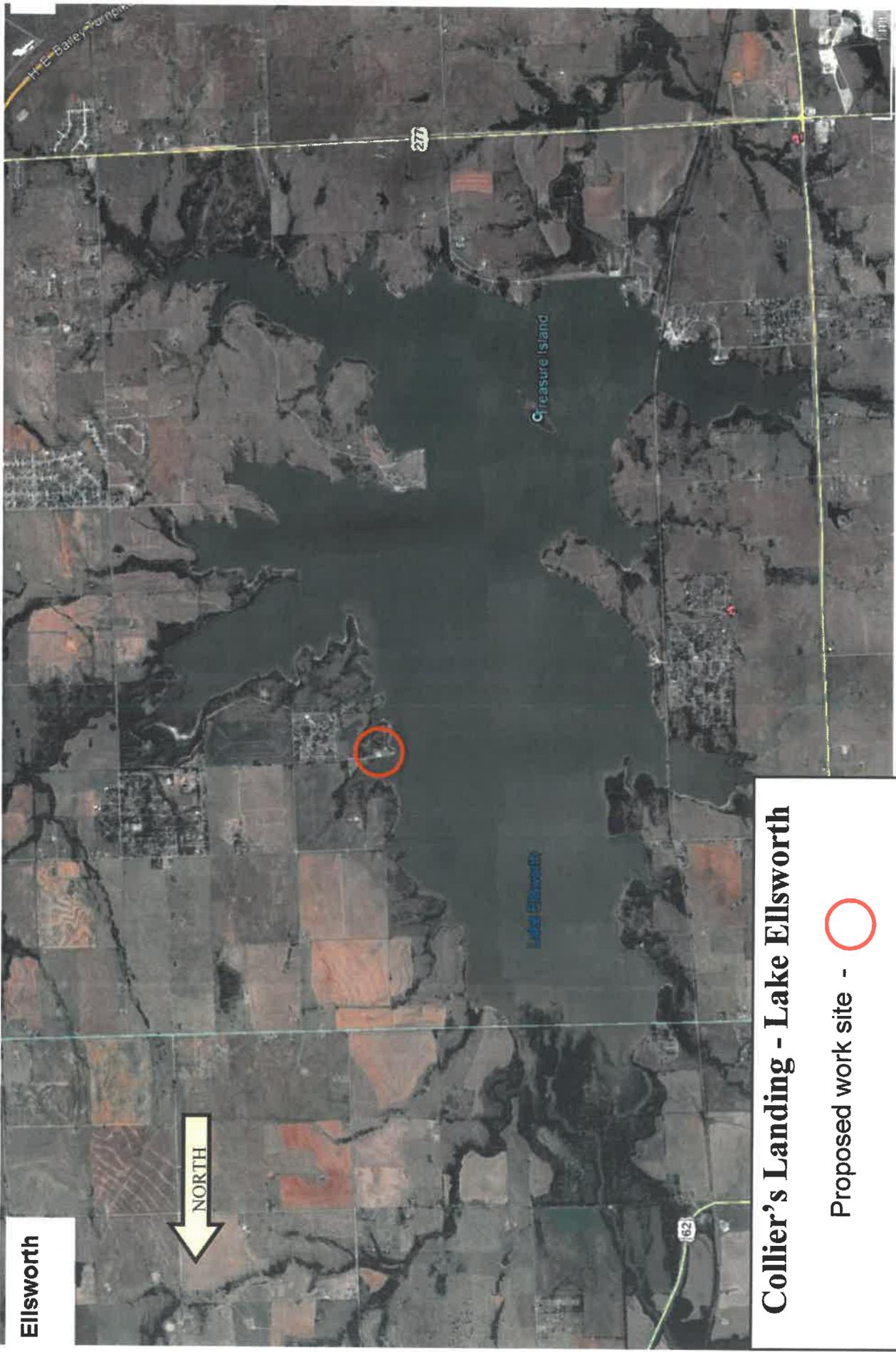
Please enter a description of each Cost Classification line from above

ATTACHMENT H: Budget Narrative

9. Construction

\$49,300.00 ODWC cost to purchase Dock and Gangway.

\$55,868.00 in materials: Concrete/materials for ADA trailer Parking near dock;
concrete/materials for Dock Abutment /sidewalk; Asphalt/materials for road pavement;
Asphalt/materials for parking lot; rip rap, shoreline stabilization at dock abutment



Ellsworth



Collier's Landing - Lake Ellsworth
Proposed work site - ○



Collier's Landing - Lake Ellsworth
Proposed work site - ○

Lake Ellsworth

Collier's Landing proposed site

Legend



**Collier's Landing -
Lake Ellsworth**

Proposed work site -
existing dock and parking

Cooperator Timeline and Checklist

1. Contact ODWC and discuss proposed project and funding mechanisms. This discussion should begin a minimum of 1.5 to 2 years prior to planned construction. Contact your regional ODWC office (<https://www.wildlifedepartment.com/fishing/contact>) to begin.
2. Schedule and make a site visit with regional ODWC personnel to identify site-specific issues and discuss project amenities.
3. Request generic plans and specifications from ODWC if necessary for proposed facilities to be constructed (dock abutment, courtesy docks, etc.).
4. For projects that include the installation of a boating courtesy dock(s), review dock plans & specifications appropriate for the project site with regional ODWC personnel.
5. Prepare preliminary drawings (architect or engineer) of site and all proposed facilities that address issues noted in site visit, including all measures that must be incorporated to meet ADA accessibility requirements.
6. Obtain cost estimates for all phases of the proposed project.
7. Provide preliminary plans and cost estimates to ODWC for review. Discuss and modify plans and estimates as necessary following consultation.
8. Contact ODWC to obtain a current Cooperative Agreement document to sign and notarize.
9. Provide ODWC with two (2) copies of all documents: Check off as documents are completed:
 - Cooperative Agreement - signed by Cooperator's authorized agent and notarized
 - Attachment B (Application for Funding) - completed with additional pages for description of work attached as necessary
 - Map of the lake showing the proposed work site and proximity to access roads
 - Aerial photograph of proposed site showing specific location of proposed facilities
 - Final construction-ready drawings of all facilities to be built as part of the project
 - Copies of agreements made with the owner of the property (if other than the Cooperator) to approve and sanction the proposed work
 - Attachment C (Affidavit) - completed and notarized
 - Attachment D (Certification) - signed by Cooperator's authorized agent
 - Attachment E (Assurances Construction) - signed by Cooperator's authorized agent
 - Attachment F (Assurances Non-construction) - signed by Cooperator's authorized agent
 - Attachment H (Budget Spreadsheet) – completed/approved by Cooperator's authorized agent
10. Send application packet to Regional ODWC contact for approval and forwarding to Federal Aid Office
11. Upon receipt of Cooperative Agreement signed by ODWC Director, construction can begin. Cooperator must accurately document all expenditures for reimbursement.
12. For in-kind or force account matching expenditures, use the Cooperator's system to record and track matching contributions.
13. Inform Regional ODWC staff prior to each phase of construction to allow scheduling of site visit(s). Provide photos of the construction while in progress.
14. Upon completion of construction, contact Regional ODWC staff to schedule final inspection.
15. Compile expenditure documentation including copies of vendor invoices and the associated proof of payment (to confirm expenditures by Cooperator), and/or employee time sheets and equipment records (for in-kind or force account match) and submit to Regional ODWC contact with a cover letter and an invoice (with invoice number) requesting reimbursement.