



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 Sport Fish Restoration Program.

WHAT IS THE SPORT FISH RESORATION PROGRAM?

The Sport Fish Restoration Program involves federal and state fish and game 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 game 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 sportfishing 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 boating courtesy docks only, the ODWC may purchase and install the dock after the cooperator has contributed at least a 25% share.

For more information about the boating access program, please contact the Department of Wildlife Conservation, Fisheries Division at (405) 521-3721, or contact your local ODWC representative. For a list of contacts, visit: www.wildlifedepartment.com/fisheriescontacts/fisheriescontacts.htm

COOPERATIVE AGREEMENT
BETWEEN
OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION
AND

Project Number _____

(ODWC use only)

_____(cooperator)

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

WHEREAS, the Department has a cooperative **boating and/or fishing access** facilities development program to construct and/or repair or replace certain boating ___ or fishing ___ (check one) access facilities, and

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

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

WHEREAS, the Department has available Federal Aid in Sport Fish Restoration Act 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 matching local, state or other non-federal funds or in-kind services for cooperating in completing work as described in Attachment B, and

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

NOW THEREFORE, it is mutually agreed as follows:

1. The Department 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 Federal Aid in Sport Fish Restoration Act Funds apportioned to the Department.
2. The Cooperator agrees to perform the work on the access facility as described in Attachments A and B, and to provide to the Department adequate records of all costs incurred, both cash encumbrances and in-kind services, so that accurate total costs are documented for reimbursement up to 75%, (or)
3. The Cooperator agrees to provide in advance direct payment or in-kind services of 25% or more of the installed cost of a boating courtesy dock, and document expenditures.
4. The Cooperator agrees to allow public access and to maintain said facility at own expense for 20 years. Minimum maintenance includes mowing vegetation, removing trash, restroom sanitation and repairing damages to structures. **Failure to comply with said access and maintenance will result in breach of contract and the Cooperator will repay monies received from Sport Fish Restoration Funds within 180 days of written notice.**
5. The Cooperator agrees not to prohibit or discourage any boater from launching boats based on sizes and horsepower ratings. However, boat speed limits may be imposed.
6. The Cooperator agrees not to discriminate against any user or potential user on the basis of race, creed, color, gender, ancestry, age or disability. 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 will result in breach of contract and the Cooperator will repay monies received from Sport Fish Restoration Funds within 180 days of written notice.**
7. The Cooperator agrees not to charge any kind of boat launching fee(s) for use of said facility. However, fishing, boating, camping and/or picnicking permits on the property owned or managed by the Cooperator are allowed.

8. 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 the Department to fulfill responsibilities in monitoring uses of Federal Aid acquired and developed properties.
9. 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. **If such conflicting use is not prevented, the Cooperator agrees to repay all monies received from Sport Fish Restoration Funds within 180 days of written notice.**
10. 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.
11. The Cooperator agrees to install and maintain in perpetuity a sign(s) supplied by the Department stating that Department Sport Fish Restoration Funds were used to develop said facility.
12. Failure to comply with the terms of this agreement and the requirements in attachments A and B by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement. **Monies that have been paid by the ODWC will be reimbursed by the Cooperator within 180 days of written notice.**

Dated this _____ day

_____, 20____

for the Oklahoma Department of Wildlife Conservation:

Director

Signature

Subscribed and sworn to me _____, 20____

Notary

My commission expires _____, 20____

Commission number _____

Dated this _____ day

_____, 20____

for the Cooperator:

Name/Title

Signature

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

Subscribed and sworn to me _____, 20____

Notary

My commission expires _____, 20____

Commission number _____

ATTACHMENT A: Boating/Fishing Access Development Requirements

The ODWC must ensure the following items have been addressed before signing a Cooperative Agreement and issuing a Purchase Order with a cooperator. Please read each item carefully before completing this agreement. *Important points are in italics:*

1. **Open to the Public:** The ODWC cannot provide 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 life of the facility (usually 20 years). Fees for fishing, boating, camping and/or picnicking on the property owned or managed by the Cooperator are allowed, but boat launching or trailer parking fees are not. Facilities may be closed seasonally, periodically for maintenance or repair, have hours of operation (curfew), or be closed to the general public for short-term special events as requested by the cooperator with ODWC approval.
2. **Will Provide needed Benefits to Boaters and Anglers:** Projects shall accommodate or be associated with areas accommodating motor boats and anglers, and fill a demonstrated need for the facility. Projects accommodating a larger range of motorboat sizes and providing benefits to a greater number of boaters and anglers will be given a higher priority for funding.
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. **Cooperator Share:** The cooperator must assume at least 25% of the total project costs which may be in (1) cash, (2) third party in-kind contributions such as donated labor, equipment, or materials, or (3) force account (i.e. labor performed by employees or use of equipment owned by the cooperator). The cost share must be documented. Items not included in the Cooperative Agreement will be paid 100% by the cooperator.
5. **Cooperative Agreement:** The ODWC and the cooperator must complete and sign a Cooperative Agreement with the attachments A, B, C, D, E and F, prior to initiating construction of the facilities identified within the application.
6. **Reimbursement Program:** The cooperator must spend money first and then be reimbursed by the ODWC for up to 75% of approved project costs. Exception: for boating courtesy docks only, the ODWC may pay for the dock if the cooperator has contributed 25% of the cost or documented in-kind contribution, or both, in advance to the ODWC.
7. **Construction and Subsequent Operation and Maintenance:** The cooperator will be totally responsible for the construction of the facility and the subsequent operations and maintenance for the life of the facility (generally 20 years). Construction responsibility will include (but not be limited to) selection of the contractor, site surveying and preparation, inspection, oversight and materials testing, payment to the contractor and for supplies and materials, and final acceptance. Construction of boating courtesy docks may be administered by the ODWC, but maintenance of those docks will be the responsibility of the cooperator.
8. **Liability:** The cooperator will accept full responsibility for liability during the construction and subsequent use and operations of the facility, and will not hold the ODWC liable for any damage or injury that may occur during the construction and subsequent life of the facility.
9. **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, NEPA, Section 7 of the Endangered Species Act, and State Historic Preservation and Archeological requirements. The facility shall be constructed so that it is accessible to the physically impaired. The ADA/ABA Accessibility Guidelines may be accessed at: www.access-board.gov.
10. **Signs:** Cooperator will install and maintain, in perpetuity, sign(s) provided by the ODWC stating that Sport Fish Restoration Funds were used to develop the facility.

11. **Time and Cost Records:** The cooperator will keep all required time and itemized cost records and provide copies to the ODWC prior to requesting reimbursement. These records will include all invoices of materials, supplies, labor and equipment and copies of canceled checks as proof of actual funds expended. Sample copies of employee time sheets, work sheets and equipment use records for the cooperator's use are available from the ODWC. No invoices will be paid without proper documentation and cancelled checks.
12. **Plans and Specifications:** The Cooperator must consult with ODWC at the beginning of the planning process. Preliminary plans need not be full architectural or engineering drawings but must show sufficient detail to adequately describe the facilities to be constructed and what measures will be used to meet accessibility requirements. ODWC can provide the cooperator the minimum generic specifications and plans for boat ramps, boat docks, fishing piers, restrooms, sidewalks or parking facilities, however, detailed engineering plans and specifications that are particular to the site or facility shall be prepared or obtained by the cooperator and submitted with the application for funding. Exception: For boating courtesy docks to be purchased and installed by the ODWC, plans and specifications for the dock and concrete abutment will be provided by the ODWC.
13. **Architectural/Engineering:** A project with an estimated cost of \$20,000.00 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.
14. **Specific Site:** The specific location of the boating/fishing access facility shall be selected jointly by the ODWC and the cooperator. Work with your local ODWC representative to determine an appropriate site and needed facilities. For a list of local ODWC contacts, visit: www.wildlifedepartment.com/fisheriescontacts/fisheriescontacts.htm
15. **Changes:** No changes will be made in the 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 the ODWC.
16. **Project Deadline:** Once a project is approved and the agreement is signed, it must be completed within one year. State purchase orders and the ODWC budget are only for a one year period. Failure to complete a project and/or submit reimbursement documentation within one year may result in loss or repayment of funding.
17. **Project Review and Acceptance:** The cooperator will notify the ODWC representative prior to each phase of construction and when construction is complete, so that the ODWC representative can inspect the work, observe that plans and specifications have been met, and so that reimbursement can be made.
18. **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 notification.
19. **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 cooperator 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 ODWC and the USFWS, for the life of the project.

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

To apply for Boating and/or Fishing Access development, repair or replacement funds from ODWC, please complete this application and return it to the Regional Fisheries Supervisor where the lake is located. A list of contacts is at www.wildlifedepartment.com/fisheriescontacts/fisheriescontacts.htm.

1. Name of Cooperator (City, county, other): _____
2. Cooperator's FEI number: _____ Date of Application _____
3. Authorized Agent (contact) for cooperator _____
4. Business Address _____
5. Office phone _____ Cell _____ Email address _____
6. Location of development or proposed work site (address and legal description) Attach map and aerial photo: _____

7. Type of development (check those which apply)

a. <input type="checkbox"/> boat ramp	c. <input type="checkbox"/> boat dock	e. <input type="checkbox"/> restrooms
b. <input type="checkbox"/> parking facilities	d. <input type="checkbox"/> fishing dock	f. <input type="checkbox"/> other (describe) _____
8. New facility? ☐ Improvement/repair to existing facility? ☐ Replacement of existing facility? ☐
9. Who owns property where development is proposed? _____
10. If you (the cooperator) are not the owner of the property, what agreements have been made with the owner to approve and sanction the proposed work? Attach copies of agreements: _____

11. Description of work: (Describe the facility to be developed and list major phases and related costs. ODWC will provide minimum specifications). Include plans & specifications. Use additional pages as necessary to provide detail.

12. Justification and Purpose- Why is the work needed and how will anglers and boaters benefit from this work?

13. For projects over \$20,000 (except for boating courtesy docks supplied by the ODWC) who will be the project architect or engineer (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.* _____
14. Who will be the on-site construction inspector? (Not the engineer - give name of inspector and employer).

15. Estimated **Total Cost** of Project (ODWC and Cooperator's shares): \$ _____
16. How much funding will be provided by the cooperator? (\geq 25% of line 15) _____ Please describe cooperator's share, if other than cash _____
17. How much funding are you requesting from ODWC? (\leq 75% of line 15) _____

ATTACHMENT C: Affidavit

STATE OF OKLAHOMA)
)
COUNTY OF _____)

_____ 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

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

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 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 represents 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 nineteen 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 prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act 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. 93-255), as amended, relating to non-discrimination 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 non-discrimination 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 non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination 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 provides 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 employee 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), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federal assisted construction sub-agreements.
14. Will comply with the 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) 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 preservation 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 of 1984.
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	
APPLICANT ORGANIZATION		DATE SUBMITTED

ATTACHMENT F: Assurances - Non-construction Programs

OMB Approval No. 0348-0040

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

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 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.
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 sub-agreements.
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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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., 1721 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.☐
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	
APPLICANT ORGANIZATION		DATE SUBMITTED

Cooperator Timeline and Checklist

1. Contact ODWC Regional Supervisor and discuss proposed project and funding mechanisms (www.wildlifedepartment.com/fisheriescontacts/fisheriescontacts.htm).
2. Schedule and make a site visit with Regional Supervisor to identify site-specific issues.
3. Request generic plans and specifications from Regional Supervisor if necessary for proposed facilities to be constructed. Download *Key Components of an Accessible Boating Access Site* from ODWC website at www.wildlifedepartment.com/boatingfishingaccess/ADAguidelines.pdf
4. For projects that include the installation of a boating courtesy dock(s), download dock plans & specifications at www.wildlifedepartment.com/boatingfishingaccess/dockplans.pdf. Plans and specifications for dock abutment are included in this file.
5. Prepare preliminary drawings of site and all proposed facilities that address issues noted in site visit, including all measures that must be incorporated to meet accessibility requirements.
6. Obtain cost estimates for all phases of the proposed project.
7. Provide preliminary plans and cost estimates to Regional Supervisor for review. Discuss and modify plans and estimates as necessary following consultation.
8. Go to www.wildlifedepartment.com/boatingfishingaccess/Application.pdf and fill out web-based application forms on-line, print and sign/notarize each page as required.
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

10. Send application packet to Regional Supervisor for approval and forwarding to Federal Aid Office
11. Upon receipt of Cooperative Agreement signed by ODWC Director, construction can begin. Cooperator must document all expenditures for reimbursement.
12. For in-kind or force account matching expenditures, use the Excel spreadsheet to record and track matching contributions (www.wildlifedepartment.com/boatingfishingaccess/inkind.xls)
13. Inform Regional Supervisor prior to each phase of construction to allow scheduling of site visit(s).
14. Upon completion of construction contact Regional Supervisor to schedule final inspection.
15. Compile expenditure documentation including copies of vendor invoices and the associated cancelled payment checks (to confirm expenditures by cooperator), and/or employee time sheets and equipment records (for in-kind or force account match) and submit to ODWC with letter and invoice requesting reimbursement.



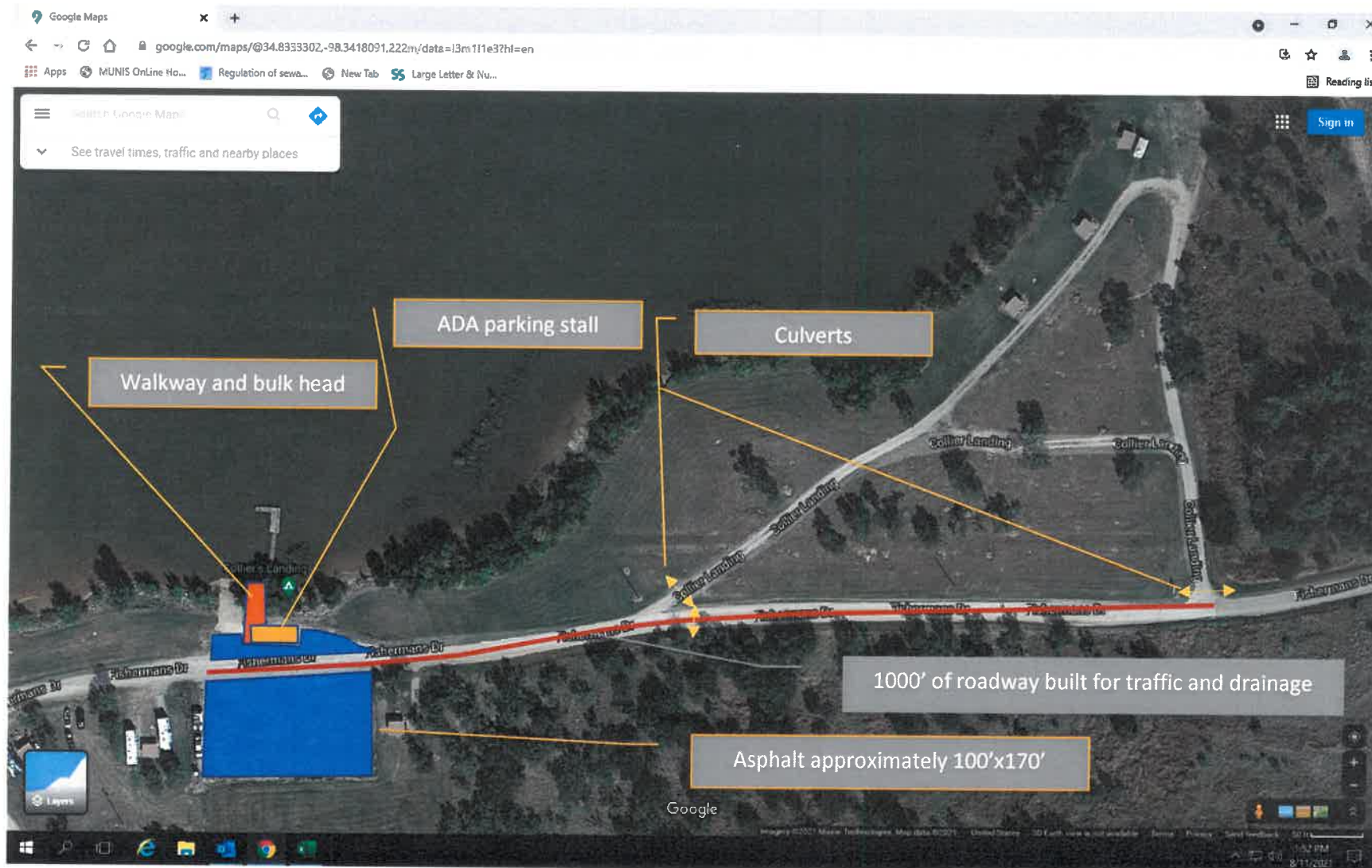
Collier's Landing - Lake Ellsworth

Proposed work site - 

Collier's Landing - Lake Ellsworth

Proposed work site - proximity to roads and access





Lake Ellsworth

Collier's Landing proposed site

Legend

Collier's Landing - Lake Ellsworth

Proposed work site -
existing dock and parking

