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A/R 31420-7-J244
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FAADS Type 12

"BLANKET" COOPERATIVE AGREEMENT NO. 301817J069 BETWEEN THE U.S. FISH AND WILDLIFE SERVICE AND THE THREE VALLEY CONSERVATION TRUST

I. RECIPIENT:

THREE VALLEY CONSERVATION TRUST   EIN: [redacted]
P.O. Box 234
5920 Morning Sun Road
Oxford, OH 45056   www.3vct.org

II. FINANCIAL DATA:

This "Blanket" Cooperative Agreement, No. **301817J069** (hereinafter, the Agreement), is not itself funded. Instead, it consists of the agreement terms by which the parties hereto will cooperatively pursue the goals and endeavors outlined below.

The Service may obligate and transfer federal funds to the Recipient under this "blanket" agreement via one or more separately-issued Task Orders. Each Task Order issued by the Service shall be delivered to the Recipient for concurrence and, upon mutual acceptance, shall serve as an official federal obligating document for the amount indicated on the Task Order. Funding of, and authority for, issuing these Task Orders will be derived solely from the Leading Creek Improvement Account, which was established pursuant to the Consent Decree of March 22, 1996, and the Amended Consent Decree of November 21, 2003, captioned United States v. Southern Ohio Coal Co., Case No. C2-96-0097, U.S. District Court, Southern District of Ohio, Eastern Division (hereinafter, the Consent Decrees). None of these Task Orders shall be funded from general appropriations of the U.S. Government unless specifically allocated therein.

Task Orders funded exclusively through court settlement funds instead of general appropriations are not subject to the Catalog of Federal Domestic Assistance (CFDA) or Public Law 106-107 (i.e., "grants.gov" announcements).

III. AUTHORITY AND PURPOSE:

This Agreement between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter, the "FWS" or "Service") and the Three Valley Conservation Trust (hereinafter, the "Conservation Trust" or "Recipient") is entered into under the authority of the

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended (42 U.S.C. 9607 et seq.), the Federal Water Pollution Control Act (FWPCA) as amended (33 U.S.C. 1251 et seq.), and the Fish and Wildlife Coordination Act of 1934, as amended (16 U.S.C. 661 et seq.). These laws authorize the Federal Government, States and Indian tribes to recover damages for injuries to natural resources and their supporting ecosystems belonging to, managed by, appertaining to, or otherwise controlled by them and, as necessary, to enter into cooperative agreements with non-profit conservation organizations to restore those natural resources. Through Executive Orders and the National Contingency Plan (NCP), the President has designated the Secretary of the Interior to act on behalf of the public as trustee for natural resources and their supporting ecosystems that are managed or controlled by the Department of the Interior.

The purpose of this Agreement is to facilitate cooperation between the two parties for fulfilling the restoration activities outlined in the Final Natural Resource Restoration Plan and Environmental Assessment for the Leading Creek Stream System (hereinafter, the Restoration Plan), specifically Alternative C, for the public good. The Restoration Plan is attached and incorporated by reference into this Agreement as **Attachment 1**. Particularly, the Conservation Trust will assist the FWS in restoring, rehabilitating, replacing, and/or acquiring habitat as replacement for that injured by hazardous substance releases.

IV. SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES:

The FWS and the Conservation Trust agree to provide all necessary personnel, materials, services, facilities and funds needed for performance of this Agreement, as follows:

A. The FWS shall:

1. Issue Task Orders to the Conservation Trust for all restoration, rehabilitation, replacement, and/or acquisition activities to be undertaken. Each Task Order shall include a detailed description of the work to be performed and the budget for said work, and shall be signed by both the FWS and the Conservation Trust;

2. Provide funding to the Conservation Trust for implementation of the work specified in the Task Orders, as specified within each Task Order;

3. Designate a Project Officer for each Task Order issued under this Agreement and (FWS will promptly inform the Conservation Trust of any change in the assigned Project Officer by providing written notification thereof to the Conservation Trust); and

4. Provide intermittent oversight to confirm that a project is completed in a timely manner and according to the terms of the Task Order applicable to the subject project. The FWS will maintain written records and will provide timely copies of same to the Conservation Trust.

5. Ensure that this Agreement and the Task Orders issued there-under are authorized under the terms of the aforementioned Consent Decrees and the Restoration Plan.

B. The Conservation Trust shall:

1. Assist the FWS in identifying lands that meet the acquisition and habitat restoration criteria for natural resource damage projects. Any property identified for potential acquisition, easement, or habitat restoration must have a physical connection to a high quality stream, the majority of the stream being designated as Exceptional Warm-water Habitat;

2. Use its best efforts to acquire real estate outright or to obtain a Conservation Easement on property identified by the FWS and the Conservation Trust as property suitable for acquisition. The Conservation Trust shall be responsible, per Task Order, for all work associated with the acquisition of real estate or easements, such as title work, surveying, and appraisals. Any real estate purchased outright shall become the property of the Conservation Trust, and land use restrictions shall be placed on said property in a manner consistent with the terms of the correlating Task Order. Any Conservation Easement obtained shall be in the name of the Conservation Trust and shall specify the land use restrictions set forth in the correlating Task Order. Land use restrictions and/or Conservation Easements shall be recorded by the Conservation Trust in the County where the real estate is located;

3. Designate a Project Officer for Task Orders issued under this Agreement (the Conservation Trust will promptly inform the FWS of any changes in said Project Officer by providing written notification thereof to the FWS);

4. Maintain a project file throughout the course of the project, to include, at a minimum, the following applicable documents: the blanket Cooperative Agreement, Task Order, Conservation Easements, acquisition documents, the Restoration Plan, invoices, quarterly progress reports, receipts, and any other documents as required in Section V;

5. Inspect completed projects annually for the life of each project to insure adherence to restoration project specifications and land use restrictions, and report any inconsistencies or violations to the FWS Project Officer within 10 working days of discovery of said violation;

6. Provide written quarterly reports to the FWS Project Officer specifying those items delineated in Section V. herein; and

7. Recognize the FWS in all written and verbal references of restoration projects or land acquisitions, including signs and plaques.

C. The Conservation Trust and FWS mutually agree:

1. To meet as necessary to coordinate and expedite the land acquisition process, and to coordinate habitat restoration projects as may be deemed necessary, acceptable and appropriate;

2. To work together in drafting land use restrictions when property is being acquired or a Conservation Easement is being obtained. In all instances, existing "natural areas" shall be perpetually protected from development and agricultural activities.

"Natural areas" shall include, but not be limited to, riparian corridors and high quality woodlands. Agricultural activities shall be permitted outside of the natural areas, but only in those areas where such agricultural activities were already being conducted, and then only when using Best Management Practices, which includes, but is not limited to, conservation tillage, use of filter strips, and minimal grazing;

3. To cooperate in the final inspection of the land acquisition site(s) prior to purchase, unless it is mutually deemed to be unnecessary;

V. PROJECT PERIOD:

The effective period of performance of this Cooperative Agreement is five (5) years from the date of signature by the FWS Contracting Officer, unless terminated earlier by either party as described in Section X of this Agreement, or if funds available for the Restoration Plan have been depleted. Near the end of the aforementioned five-year period, this Agreement will be reviewed by both parties and a determination will be made whether the agreement will be renewed.

VI. REPORTING REQUIREMENTS:

A. Ad Hoc Reports: Recipient shall promptly (within 10 days at the latest) inform the Service Project Officer of all events that could significantly impact the scope or objectives of the Agreement or Task Order, such as (1) problems, delays, or adverse conditions that may materially impair meeting the objectives of the award; as well as (2) favorable developments that could result in meeting the objectives sooner or at less cost than anticipated. This notification shall include a statement of the action(s) taken or contemplated, and any assistance needed to resolve the situation.

B. Performance Reports:

1. The Conservation Trust shall submit to FWS written quarterly progress reports delineating the status of each project. Each quarterly progress report shall be delivered to the Service Project Officer within 30 days of the end of the reporting period. Each progress report shall include:

a. activities conducted during the period, referenced by Task Order number(s);
b. problems encountered during the period;
c. schedule variances and corrective actions, if necessary;
d. projected activities for the next quarter;
e. status of projects under construction; and,
f. documents related to or appertaining to expenditures by the Conservation Trust and cost accounting of funds received from the FWS, including receipts and other supporting documentation of allowable expenditures.

A final (summary) performance report shall be submitted to the Service Project Officer within 90 days following the expiration or termination of this "blanket" Cooperative Agreement.

Notwithstanding any other reporting obligations required to be delivered to the Service Project Officer (SPO; named within each Task Order), the Conservation Trust shall provide the FWS with two copies of all news articles published about the project(s) covered by this Agreement.

C. Financial Status Reports:

Periodic financial reports are to be submitted in writing to the Service Project Officer, using a federal SF 269A (Short Form) "Financial Status Report" within 30 days following the end of each calendar year of the Agreement's period of performance. In addition to these periodic reports, a final financial report shall be required within 90 days from the Agreement's date of termination or the end of its period of performance. Recipient shall not be required to submit SF 272 "Federal Cash Transaction Reports" under this Agreement except for periods when the Recipient requests advance funding. These reports may be submitted with the performance reports, so long as the reporting period requirements for each type of report are met. For each financial report, the Recipient shall stipulate whether it uses a cash or accrual basis (the Service prefers receiving cash basis reports, but will accept accrual-based reports if that is the Recipient's regular system of accounting; once an agreement begins, its financial reporting basis is not to be changed unless the Service concurs). Recipient shall retain financial records related to this agreement in accordance with 43 CFR 12.953.

VII. PAYMENT PROVISIONS:

A. Funding Limits: The Service shall provide obligated federal funds under this Agreement only through issuance of Task Orders, in an amount not exceeding that cited in each Task Order to the Recipient, for allowable costs associated with the Task Order project. Should excess project costs be anticipated following issuance of a Task Order, the Conservation Trust shall contact the FWS for pre-approval of additional funds needed for the excess costs. In any event, the Recipient shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the Recipient for, expenditures in excess of the federally authorized amount cited in each Task Order without pre-approved, written modification of the existing federal funding limits.

B. Other Contributions: In-kind services and monetary contributions may be contributed by the Recipient and third parties to this Agreement if so described in a Task Order.

C. Future Funding: The Service may choose voluntarily to add funding to this Agreement through written modification. In any event, the Government's decision to add future funding under this Cooperative Agreement/Cooperative Agreement will be contingent upon the availability of funds for said purpose.

D. Pre-Award Costs: Pre-award costs will not be authorized under this Agreement.

E. Sub-awards/Contracts: Recipient shall notify the Service Project Officer in writing of all sub-recipients of this financial assistance (whether the sub-recipient receives money or other property or services in lieu of money). This information shall be included within the reports required under Article VI, "Reports Requirements."

F. Advances/Reimbursements: A Recipient that is willing and able to expedite disbursals following receipt of advanced funds may request an advance of the federal funds obligated under this agreement. Recipient should limit advance payment requests to the amount of capital needed to cover costs payable during its initial disbursement cycle. As an alternative, Recipient may initially or thereafter choose to seek periodic reimbursement for allowable costs incurred.

G. Expenditure of Funds: Recipient should expend funds as generally shown in its Task Order proposal and budget, but need not be exact in spending or reimbursement per budget category. At termination of this Agreement, or if Recipient is otherwise unable to complete the provisions of this Agreement, all federally-advanced monies which either prove to be cancelable obligations, or unallowable in accordance with applicable OMB Circulars or other federal regulations, shall be refunded to the U.S. Treasury. In any event, the Recipient shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the Recipient for expenditures in excess of the federally authorized amounts.

H. Invoicing: Recipient shall submit a signed and certified original, plus two copies, of each request for payment made under a Task Order related to this Agreement. Each invoice shall be delivered to the Service Project Officer (SPO) for initialed approval, necessary for further processing by the SPO's Administrative Technician. Invoicing frequency is at Recipient's discretion except that it may not occur more frequently than monthly. Invoices are to be accompanied by legible copies of receipts, work records, and other such supporting documentation as is available and applicable. Recipient is not to invoice for amounts in excess of the Service-obligated funds.

Federal invoicing form SF270 "Request for Advance or Reimbursement" should be used in requesting advance or reimbursement payments. This form can be found at http://www.whitehouse.gov/omb/Cooperative Agreements/sf270.pdf. It is not mandatory, however, and Recipient may instead use its standard invoicing form, provided it includes the following information:

1. "Blanket" Cooperative Agreement number 301817J069 AND the number of the Task Order(s) being billed against;

2. The project period for the costs claimed;

3. Current and cumulative expenditures by cost categories in the approved budget (when applicable) and any other supporting data such as legible copies of receipts and time sheets; and

4. A certification, signed by an authorized representative of the Recipient, that the invoice is correct and that the invoiced request for federal funds is within the authorized by the Agreement.

I. Payment: Under the Debt Collection Improvement Act of 1996 (P.L.104-134), federal payments are made via direct Electronic Funds Transfer (EFT) to recipients' bank accounts. Enrollment in the Automated Clearing House (ACH) database is a prerequisite of EFT from the Service. No federal payments can be issued if ACH enrollment is not completed and maintained. If not currently enrolled, Recipient must complete a SF 3881 "ACH Vendor/ Miscellaneous Payment Enrollment Form" [available from the Service Project Officer's office or at http://contracts.gsa.gov/webforms.nsf/0/3772EB5D69D1B58085256A73005BE887/$file/sf3881.pdf)] and forward it to the SPO for authorization and processing. Recipient must maintain its ACH enrollment for the entire period in which this Agreement's obligated federal funds remain unpaid or otherwise unaccounted. Recipient must maintain enrollment in ACH until federal payments have been completed or, if terminated, until the agreement has been settled.

VIII. CONTRACTING AND PROJECT OFFICERS:

A. The Service Project Officer is responsible for monitoring the performance of work under this Cooperative Agreement Agreement. No understanding, agreement, modification, change order or other matter materially deviating from the terms of this Agreement shall be effective or binding upon the Government unless formalized by proper documentation executed by a sufficiently warranted Service Contracting Officer. If Recipient and the Service Project Officer disagree materially as to proper responsibilities under the Agreement or as to its scope, Recipient should promptly notify the Service Contracting Officer in writing or via E-mail. Acting outside the terms and conditions of this Agreement could result in partial or full rejection of invoice amounts.

B. Service Contracting Officer:
Ken Kaseforth
USFWS / Region 3/ ABA-CFM
Bishop Whipple Federal Building
1 Federal Drive
Fort Snelling, MN 55111
Phone: (612) 713-5219
Fax: (612) 713-5151
kenneth_kaseforth@fws.gov

C. Service Project Officer:
[NAME WILL BE PROVIDED ON EACH TASK ORDER]
U.S. Fish and Wildlife Service
[OFFICE NAME]
[ADDRESS]
[ADDRESS]
[CITY, STATE ZIPCODE]
Phone: #
Fax: #
[EMAILADDRESS]@fws.gov

D. Recipient Project Officer:
[NAME WILL BE PROVIDED ON EACH TASK ORDER]
Three Valley Conservation Trust
P.O. Box 234
5920 Morning Sun Road
Oxford, OH 45056

IX. PROPERTY AND PROCUREMENT STANDARDS:

A. Property Standards: 43 CFR § 12.930 – 12.937 set forth uniform standards governing management and disposition of real property, equipment, supplies, and copyrights furnished by the Federal Government, purchased or created/developed with federal funds obligated under Task Orders issued against this Cooperative Agreement.

B. Procurement Standards: Recipient and sub-recipients are to conduct their procurement transactions funded under this Agreement in a manner that provides, to the maximum extent practical, open and free competition as detailed in 43 CFR 12.940 et seq. Recipient and sub-recipients must include certain government provisions in all their contracts and sub-contracts; these are specified in 43 CFR 12.948 and its Appendix A (for these purposes, the "small purchase threshold" is currently $100,000.00).

C. Government-Furnished Property: The FWS has not authorized the Conservation Trust to incur expenses for capital equipment, legal fees and/or personal property to be chargeable to the FWS under this Agreement or any of its resulting Task Orders.

X. SPECIAL PROVISIONS:

A. Tort Liability of the Parties. Each party hereto agrees that, to the extent allowed under law, it will be responsible only for its own acts or omissions and the results thereof, whether based in negligence, recklessness or willfulness, and neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party and the results thereof. Each party will therefore assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this Agreement. Where both parties are found to share liability, the degree of each party's liability shall be limited to its degree of culpability. The torts liability of the Federal Government will be determined under the Federal Tort Claims Act (28 U.S.C. 2761 et seq.) while the liability of the Recipient will be determined by applicable federal and state laws.

B. Publications.

1. Recipients of federal assistance are encouraged to use the federal Government Printing Office (GPO) for reduced pricing on printing, publishing, and other needs, but only when those needs are paid for by the federal funds provided by this agreement. If interested in exploring the capabilities of the GPO and how to make use of their many services, contact Donna Cyrwus at (312) 353-3916 ext 14, (312) 519-5381 (mobile) or dcyrwus@gpo.gov.

2. All publications by Recipient concerning or arising out of this federal assistance shall be subject to prior review and comment by the Service. Recipient shall give the Service a reasonable period of time, normally at least

30 days, to review and comment on the proposed publication.

3. All articles, booklets, books and other published documents that the Service has approved for printing shall bear the appropriate Service logo, supplied by the SPO, on the first page inside the cover, complete with the following statement:

   [Partial or Full] funding for this program is supported by a Cooperative Agreement from the U.S. Department of the Interior, Fish and Wildlife Service. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

4. Articles or other publications not approved by the Service shall bear, on the first page inside the cover the following disclaimer:

   The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

5. The Recipient shall send two copies of each publication produced under this Agreement, whether print or electronic, to the Natural Resources Library and additional copies to the FWS National Conservation Training Center (NCTC). Each copy shall be sent with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library/Conservation Library/Publications Unit, as appropriate. The addresses are:

Two copies:	U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N. W. Washington, D.C. 20240-0002
One copy:	U.S. Fish and Wildlife NCTC Conservation Library 698 Conservation Way Shepherdstown, WV 25443-4024
One copy:	U.S. Fish and Wildlife NCTC Publications Unit 698 Conservation Way Shepherdstown, WV 25443-4020

C. Recipients of Cooperative Agreement agreements, and/or their sub-awards, are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

D. All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent that the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units.

XI. GENERAL PROVISIONS:

A. As applicable, the U.S. Fish and Wildlife Service's "General Provisions for Financial Assistance" are incorporated into this Agreement by this reference as **Attachment A.**

B. The "Assurances" (SF 424B or SF 424D as applicable) and Form DI-2010, "U.S. Department of the Interior, Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace requirements and Lobbying", which are prerequisites to award of federal assistance, are also incorporated by reference into this agreement, as **Attachment B**. Sub-recipients must also complete and abide by these Assurances forms; their certification documents will be maintained by the Recipient of this award.

XII. MODIFICATIONS:

Either party may propose changes of scope or objectives of this Agreement at any time during its scheduled period of performance. Such a modification will become effective only when mutually memorialized and executed in writing by authorized representatives of the parties hereto. A proposed increase or decrease in federal funding or a request for an extension of the period of availability of funds or a change of key persons in research projects are three examples of changes requiring formal modification.

XIII. TERMINATION:

If Recipient fails to comply with the material terms and conditions of this agreement, the Service may exercise any of the remedies listed under 43 CFR 12.83, including the right to unilaterally terminate this award of federal assistance in whole or in part. The Service may also terminate this agreement in whole or in part with consent of the Recipient.

Recipient may terminate this agreement in whole or in part at any time by providing the Service with written notification of the reasons for taking this action, listing the effective date and, in the case of partial termination, the portion to be terminated. In the event of such partial termination, the Service may unilaterally determine that the award purposes cannot be met, in which case the Service may terminate the agreement in whole.

In any event, upon notice of early termination, neither party shall incur any new obligations or unnecessary expenditures under this Agreement and shall mitigate existing obligations to the extent reasonably possible. The parties hereby agree that they will make good faith efforts to agree to termination conditions, including the effective date and, where termination is partial, the portion to be terminated.

XIV. DOCUMENT EXECUTION:

In witness whereof, the following authorized representatives of the parties hereto have memorialized and executed "Blanket" Cooperative Agreement No. **301817J069**:

For the
U.S. FISH AND WILDLIFE SERVICE:

Ken Kaseforth

Ken Kaseforth
Contracting Officer

4/6/07
Date

For the
THREE VALLEY CONSERVATION TRUST:

Name: Larry Frimerman
Title: Executive Director

4/20/07
Date

ATTACHMENT A

GENERAL PROVISIONS for FINANCIAL ASSISTANCE

The following Regulations and OMB (Office of Management and Budget) Circulars are hereby incorporated by reference in this agreement

A. THE FOLLOWING REGULATIONS APPLY TO RECIPIENTS as indicated:

43 CFR Part 12:

a. Subpart A - Administrative and Audit Requirements and Cost Principles for Assistance Programs. (All Recipients)
b. Subpart B - Audit Requirements for State and Local Governments.
c. Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
d. Subpart D - Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants). (All recipients)
e. Subpart E - Buy American Requirements for Assistance Programs. (All recipients)
f. Subpart F - Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. PROFIT ORGANIZATIONS and INDIVIDUALS

48 CFR Part 31.2 (Federal Acquisition Regulations) – Cost Principles for Contracts with Commercial Organizations.

C. NON-PROFIT ORGANIZATIONS including INSTITUTIONS OF HIGHER EDUCATION & HOSPITALS

1. 2 CFR -- Grants and Agreements, Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110) and Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR – Grants and Agreements, Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. OMB Circular A-133 - Audits of Institutions of Higher Education and Other Non-Profit Organizations.

D. STATE/LOCAL GOVERNMENT and INDIAN TRIBES

1. OMB Circular A-102 - Uniform Administrative Requirements for Grants and Agreements with State and Local Governments.
2. 2 CFR – Grants and Agreements, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).
3. OMB Circular A-128 - Audits of State and Local Governments.

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 (0348-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B

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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Three Valley Conservation Trust	4/20/07

ATTACHMENT B