



HISTORIC
FRANKLIN
TENNESSEE

ITEM #9
WRKS 07/27/2010

MEMORANDUM

July 21, 2010

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator *Eric*

SUBJECT: City of Franklin Contract #2010-101; Acceptance of Grant Funds from the National Park Service

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) regarding Contract #2010-0101, Acceptance of Grant Funds from the National Park Service for Purchase of the Fudge Tract.

Background

At the May 11, 2010 voting meeting, the Board of Mayor and Aldermen approved Resolution 2010-29, "Declaring The Intent Of The City Of Franklin To Act As A Governmental Pass-Through Entity For Certain Land Acquisition Projects As Requested By The Civil War Preservation Trust." In this Resolution, it was set forth that the City will be a governmental "pass-through" for funds from the National Park Service that will be deposited with the City, and then forwarded to the Civil War Preservation Trust for its purchase of certain Civil War Battlefield land – the Fudge Tract. This contract is between the City and the National Park Service and sets forth the terms and conditions of receiving the funds, and also provides that all subcontractors and subrecipients (i.e. the Civil War Preservation Trust) must abide by the terms and conditions as well.

Financial Impact

There is no anticipated financial impact to this agreement. As described in Resolution 2010-29, the City acting as a governmental pass-through for the purchase of this battlefield property is at no cost to the City.

Recommendation

Approval of the proposed agreement is recommended.



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.

Washington, D.C. 20240

received
7/9/10 MMB

IN REPLY REFER TO:

H36(2255)

Mr. John Schroer
Mayor
City Hall
109 Third Avenue South
Franklin, Tennessee 37064

Dear Mr. Schroer:

Enclosed are two copies of the revised Grant Agreement for your Civil War Battlefield Land Acquisition Grant (47-10-CW-1811), administered by the National Park Service (NPS), for acquisition the *Fudge Tract* at *Franklin Battlefield*. Please have the appropriate official of your organization sign and return the items listed below **as soon as possible** to facilitate the timely obligation and availability of these funds.

1. Two Copies of the Grant Agreement. Both copies of the enclosed agreement must be signed and returned. NPS will then countersign both copies, keep one, and return the other signed copy to you for your files.
2. SF-424B Non-Construction Assurances.
3. DI-2010 Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.

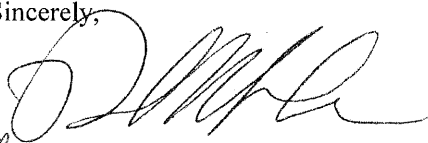
For U.S. Postal Service Mail	For FedEx, UPS, and DHL
Kristen McMasters American Battlefield Protection Program National Park Service 1849 C Street, NW, (Org. Code 2255) Washington, DC 20240	Kristen McMasters American Battlefield Protection Program National Park Service 1201 Eye Street, NW (2255) Washington, DC 20005

Please read the entire grant agreement carefully. Among the major provisions are Condition #4, the requirement for eligible nonfederal matching share to be expended during the grant period in an amount equal to the Federal share of the grant award; Condition #7, requiring the submission of an Interim Progress Report and Final Project Report within 30 days of the closing date of the grant; Condition #16, outlining the NPS-approved scope of work and work/cost breakdown; Condition #19, requiring an approved appraisal written in conformance with the 2000 edition of the *Uniform Appraisal Standards for Federal Land Acquisitions*; Condition #20, prohibiting conversion of the land to any use other than that of the preservation of battlefield land; Condition #21, requiring a preservation letter of agreement from the state; Condition #22, outlining the documentation required by NPS to release grant funds; and Condition #23, outlining the documentation required by NPS to close out the grant.

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If you have any questions about the agreement, please contact Elizabeth Ries of my staff at (202) 354-2215. Thanks in advance for your attention to this letter, and we look forward to working with your office on the successful completion of this grant.

Sincerely,



For

Kristen McMasters
Grants Manager
American Battlefield Protection Program

Enclosures



United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

Grant Agreement No. 47-10-CW-1811 Battlefield Acquisition Grant – Franklin, Tennessee

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement monies appropriated from the Land and Water Conservation Fund for the acquisition of Civil War Battlefield land in the amount of **\$103,000** by Public Law 111-88, making Department of the Interior appropriations for Fiscal Year 2010. The term of this grant agreement is:

Beginning Date: July 1, 2010

Ending Date: June 30, 2011

In accepting this grant, evidenced by signature below, **City of Franklin**, agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in Office of Management and Budget (OMB) Circular A-102 (Administrative Requirements for Grants to State and Local Governments; see 43 CFR 12.42-12.92); Circular A-87 (Cost Principles for Grants to State and Local Governments); and Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations). These requirements are hereby incorporated by reference into this grant agreement. In accordance with 18 U.S.C. 1913, none of these funds may be used for lobbying purposes as defined in the special conditions contained on the following pages. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

In witness thereof, the parties have executed this grant agreement as of the date entered below:

CITY OF FRANKLIN

NATIONAL PARK SERVICE



Mayor

Chief, American Battlefield Protection Program

Date signed

Date signed

Attachments:

- Budget Changes/Special Grant Conditions
- Interim Progress Report form for use later in the grant
- Final Progress Report format for use later in the grant
- SF 270 Request for Advance or Reimbursement for use when requesting payment

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
47-10-CW-1811	July 1, 2010	June 30, 2011

The terms of the grant award include the following special conditions necessary to obtain the objectives of the grant, facilitate administration of the grant, and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions and the requirements of Office of Management and Budget (OMB) Circulars A-102 and A-87 will cause disallowance of costs incurred under the grant. In addition to other lawful remedies, in the event of noncompliance with any grant conditions, the grant may be suspended, terminated or annulled pursuant to OMB Circular A-102 (see 43 CFR 12.83-12.84).

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement. The grantee must administer this grant award free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by 43 CFR 12.76.

Special Condition #1, Limitations on Grant Expenditures. The term of availability of these grant funds is from **July 1, 2010**, through **June 30, 2011**. All costs incurred must be billed to NPS by **September 30, 2011**. Expenses charged to this grant may not be incurred prior to the beginning date specified above, or subsequent to the grant end date specified above (unless the Grant Agreement's end date is formally extended in writing by NPS). Such expenditures may not exceed the maximum limits shown on this grant award, or amendments subsequently approved in writing by NPS. The grantee assumes fiscal liability, without recourse to NPS, for commitments that exceed the funds provided in the Grant Agreement.

Special Condition #2, Preagreement Costs. Preagreement costs consist of grant-related costs incurred prior to the start date of this grant agreement. In accordance with OMB Circular A-122, preagreement costs beginning **April 1, 2010**, incurred for the acquisition of the Fudge Tract at Franklin Battlefield are hereby approved. Documentation of these preaward costs must be retained for review by the grantee's financial audit.

Special Condition #3, Allowable Costs: All costs charged to the grant must be directly related to and necessary for the achievement of the approved objectives and budget of this grant, as specified in Grant Condition #15, below, unless an amendment is approved in writing by NPS. Expenses charged must be incurred only for eligible costs in accordance with OMB Circular A-102 and OMB Circular A-87; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

Special Condition #4, Non-Federal Matching Share: At least **\$103,000** in eligible non-Federal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

Special Condition #5, Fundraising Costs: In accordance with OMB Circular A-87, Attachment B, Item 21, costs of fundraising are not eligible costs chargeable to the grant for reimbursement or as eligible non-Federal matching share contributions.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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Special Condition #6, Lobbying Prohibitions. Costs associated with activities or any form of communication designed to influence in any manner a Member of Congress to favor or oppose any legislation or appropriation are unallowable as a charge to this grant. None of the funds awarded may be used to process any grant or contract documents which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. In accordance with Public Law 108-447 (the Fiscal Year 2005 Appropriations Act for the Department of the Interior and Related Agencies), recipients shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

Special Condition #7, Performance Reports:

A. Interim Progress Report:

The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b) The need for adjustment (revision) to the project budget; and
- c) The lack of non-Federal matching share to meet the amount required by this Grant Agreement

An acceptable Interim Progress Report covering performance on this grant must be submitted by the grantee **no later than December 30, 2010** unless the acquisition has been completed beforehand. Failure to submit an acceptable report by that date may result in suspension of funds or other administrative action.

B. Final Progress Report:

An acceptable Final Progress Report must be submitted within 90 days after the end date of the grant, in this case by **September 30, 2011**. Failure to submit an acceptable progress report by the date specified, and in the format prescribed by NPS, may result in suspension of funds or other action.

Special Condition #8, Prior Approval Requirements: The grantee may not, without written approval by the NPS grant awarding official (that official whose signature/title appears on the grant award document, or his designee), make changes in the approved scope of work or budget that would substantively alter the approved scope of work (43 CFR 12.70).

Special Condition #9, Debarment and Suspension: In accordance with Executive Order 12549 "Debarment and Suspension" the grantee and its subgrantees must not make any award or permit any award (by subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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Special Condition #10, Financial Audit: The grantee shall obtain an audit of grant expenditure records in accordance with OMB Circular A-133 which requires a Single Agency Audit for any grantee who expends \$500,000 or more in Federal grant funds (from all sources) in a fiscal year. The single audit must be performed in accordance with the Auditing Standards outlined in OMB Circular A-133, and include all grantee expenditures and operations.

Submission of the Form SF-SAC **and** the Single Audit Reporting package for Fiscal period ending on or after January 1, 2008, must be submitted by the grantee to the National Park Service, Historic Preservation Grants Division, 1201 I Street, NW, Washington, DC 20005; and to the Federal Audit Clearinghouse, via the Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The online submission must be entered within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier. Also, a reasonable proportion of the costs of an acceptable audit performed may be charged to this grant. Failure to comply with this Special Condition may result in withholding of payments or other sanctions as appropriate."

Special Condition #11, Record Keeping: The grantee must maintain the property, personnel, financial, procurement and other records and accounts pertinent to the funds awarded by this grant in accordance with 43 CFR 12. The grantee and its contractors will permit on-site inspections by NPS representatives, and will effectively require employees and board members to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality and achievements of project work.

Special Condition #12, Access to Records: The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in 43 CFR 12.

Special Condition #13, Publicity and Press Releases: Press releases about this project must acknowledge the grant assistance provided by NPS and copies of the press releases must be provided to NPS. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

Special Condition #14, Publications: The grantee must include acknowledgment of NPS grant support and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two copies of each publication and video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS within 30 calendar days of publication. All publications, including video and audio tapes, must contain the following disclaimer and acknowledgement of NPS support: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior." All consultants hired by the grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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Special Condition #15, Method of Payment: An SF-270, *Request for Advance or Reimbursement*, must be faxed to the NPS Grant Awarding Official for approval of payment requests. After NPS has notified the grantee that the payment request is acceptable, the grantee can then transmit the payment request on the SMARTLINK payment system. Payment of grant funds will then be made by SMARTLINK electronic transfer of funds to a specified bank account of the grantee.

Special Condition #16, Approved Budget and Scope of Work: The approved Summary of Objectives and Results to be performed with this grant award is as follows:

Acquisition of +/- 0.22 acres (Fudge Tract) of the Franklin Battlefield.

The approved Work/Cost Budget is summarized as follows:

Land Acquisition – Federal Share	\$103,000
<hr/>	
TOTAL PROJECT COST (including non-Federal matching share)	\$206,425

Special Condition # 17, Project Sign: The grantee shall place a sign readable from each public right-of-way at the grant-assisted property. The sign must briefly identify the historical significance of the property and that it is being preserved with the help of a Federal grant from the Land and Water Conservation Fund, administered by the National Park Service. The sign must be erected within 60 calendar days of the acceptance of the contract of sale by the seller, and remain in place for at least 24 months. A photograph of the sign must be included with the Final Report submitted to NPS (see Grant Condition #6). The cost of fabricating and erecting this sign is an eligible cost for this grant.

Special Condition # 18, Public Access: The fundamental purpose of the Land and Water Conservation Fund is to assist in the acquisition and/or development of public outdoor recreation areas. Accordingly, grantees must provide for the appropriate public access to and enjoyment of any lands or interests in lands acquired with assistance from this program, subject to necessary and reasonable measures on the part of the grantee to protect the historic features of the battlefield from damage or loss.

Special Condition # 19, Real Property Appraisal Requirements: Prior to the expenditure of grant funds for the purchase of real property, an acceptable appraisal prepared no more than 90 days prior to the signing of the contract to purchase the property must be obtained. A professional appraiser licensed and certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), as amended, in the State where the appraised property is located, must perform the appraisal. A copy of the appraisal must be submitted to the NPS. The subgrantee is responsible for obtaining the appraisal and for submitting that appraisal to a reviewer at the state level for review. Appraisal preparation, documentation and reporting must be made in conformance with the standards and practices of the *2000 edition of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)* and the *Uniform Standards of Professional Appraisal Practices (USPAP)* published by the Appraisal Foundation. (Note: The "before and after" method of appraisal, as described in the UASFLA, is mandatory.) The UASFLA can be obtained from the Department of Justice website at <http://www.usdoj.gov/enrd/land-ack/fwd>. The cost of the appraisal and appraisal review are allowable costs for this grant.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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Special Condition # 20, Prohibition against Conversion: The purpose of this grant is to acquire and preserve, for future generations, the historical sites and hallowed ground of America's battlefields. Accordingly, Section 6(f) of the Land and Water Conservation Act requires that the land acquired with this grant shall not be converted to other uses without the express written consent of the National Park Service, but must be preserved in perpetuity. These provisions shall be included in any conveyance documents of land or interests in lands acquired under this grant. The grantee agrees that a permanent record shall be kept in the relevant public property records and be available for public inspection to the effect that this property was acquired with Federal assistance, and that it shall not be converted to other than preservation uses without the written approval of the NPS. The grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the grantee of this agreement shall be the specific performance of this agreement, and that the amount of the grant cannot be repaid to negate the requirements of this agreement.

Special Condition # 21, Preservation Easement: In order to provide permanent protection of the historical values inherent in the battlefield lands acquired with the assistance of this grant, the grantee or sub-grantee, whichever is purchaser of the lands, must execute a perpetual easement on the acquired lands. The terms and conditions of that easement are subject to the approval of the National Park Service. The easement must be sufficient to prevent the development of the acquired lands for any purpose other than preservation and interpretation of the historic battlefield and/or accommodation of the visiting public through appropriate visitor center facilities. The easement must also govern the setting and design of any structures, roadways, parking areas, or other facilities that may be necessary for these permitted purposes. The grantee shall convey the easement to the State Historic Preservation Officer, or to another government agency approved by the National Park Service. A copy of the easement must be recorded with the property deed among the public property records of the jurisdiction in which the battlefield is located. In cases where a State government agency will acquire and manage the property, the State must enter into a letter of agreement with the NPS, stating the State will preserve and maintain the property and its historic features for future generations. This letter will be recorded with the deed for the property and will run with the land in perpetuity.

Special Condition # 22, Required Project Documentation For Funding: Prior to the expenditure of any funds from this grant to acquire real property, and at least 60 calendar days prior to the proposed closing date of any property purchase, the grantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a final budget with applicable itemized costs (such as appraisal costs, land survey costs, and closing costs) for the total amount of the grant award (Federal plus the required nonfederal share);
- (b) a statement identifying the source(s) of nonfederal matching share to be contributed and its current availability;
- (c) an appraisal of the property to be purchased and a copy of the appraisal review approving the appraisal of the property to be purchased (the appraisal and appraisal review must comply with the requirements stipulated in Grant Condition #19 above);
- (d) a legal boundary description of the property with associated GPS boundary coordinates;
- (e) a draft copy of the preservation easement that incorporates the provisions required by the NPS. The draft must be submitted for NPS review (any revisions subsequently transmitted by NPS to the grantee must be incorporated into the easement prior to the purchase of the property and prior to recording of the deed);
- (f) a copy of the contract to purchase the property;
- (g) a copy of the title insurance policy;

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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- (h) two photographs of the property to be purchased. Photos may be black and white 35mm printed on archival photo paper or digital, submitted on a CDR; and
- (i) an SF 270 Request for Reimbursement.

Special Condition #23, Required Project Documentation for Closeout: Prior to the closing out of this grant, and within 90 days for the grant's end date, the grantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a copy of the final recorded deed with 6(f) language;
- (b) a statement of public access (See Special Condition #18);
- (c) a Final Progress Report, including a photo of the project sign (See Special Condition #7 and #17);
and
- (d) if applicable, a copy of the Form SF-SAC and the Single Audit Reporting package must be sent to NPS within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier (See Special Condition #10).

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (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.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED