

COUNCIL WORKSHOP ITEM

ITEM: Grant Agreement to Illinois Department of Natural Resources
DATE: 12/1/00
PREPARED BY: Susan Brassfield
PURPOSE: Place on agenda for January 16th Council meeting for resolution to recommend grant agreement for funding in the amount of \$5,000 to develop an Urban Forestry Disaster Recovery plan.

DISCUSSION:

The Village recently received a grant agreement in the amount of \$5,000 from the Illinois Department of Natural Resources for grant entitled, *2000 Urban and Community Forestry Grant*. These funds will allow the Department of Public Works to develop an Urban Forestry Disaster Recovery plan with storm mitigation strategies and inventory update components. The recovery plan includes tree care needs prior to a storm, storm response and clean-up priorities, rules and regulations regarding private property debris pick-up and disposal, greening and recovery activities, and salvage and repair of damaged trees. The Urban and Community Forestry Grant Program operates on a 50/50 cost-share reimbursement program. The 50% local contribution will be in-kind contributions of Forester and Assistant Forester salary support found in account (001.335.0000.5100).

Upon receipt of these funds the Village is subject to certain state and federal requirements and assurances. These assurances and certifications have been reviewed by the Villages' Legal Department and Department of Human Resources. Additionally, there are several operational issues that need to be monitored throughout the term of the agreement. For example, Interim Reports need to be filed, and records of all disbursed funds need to be maintained.

We are exploring other areas where possibly Illinois Department of Natural Resources funding can be used to support the Village's current and future services.

ATTACHMENT:

- (1) Resolution
- (2) Grant Agreement
- (3) Assurances
- (4) Certifications

RECOMMENDATION:

The approval of this grant agreement by resolution is recommended and a copy of this resolution is attached for your review.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING SUBMITTAL OF GRANT AGREEMENT APPLICATION
TO THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the Village of Downers Grove, a non-profit organization and municipal corporation in the State of Illinois, has developed a 2000 Urban and Community Forestry Grant Agreement for funding in the total amount of \$5,000 to develop an Urban Forestry Disaster Recovery Plan with storm mitigation strategies and inventory update components which the Village of Downers Grove shall authorize the grant agreement to the Illinois Department of Natural Resources; and

WHEREAS, the Village Council has reviewed said grant agreement and requirements and desires that said applications be processed by the Illinois Department of Natural Resources.

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

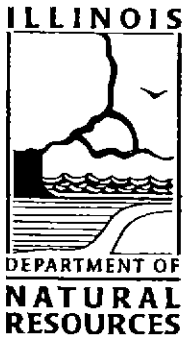
1. That the Village of Downers Grove agrees to sponsor the 2000 Urban and Community Forestry Grant Agreement of the Village of Downers Grove in the amount of \$5,000 to develop an Urban Forestry Disaster Recovery Plan with storm mitigation strategies and inventory update components.
2. That the Village of Downers Grove agrees to the certifications, assurances, conditions and requirements listed in the grant agreement.
3. That this resolution shall be in full force and effect from and after its passage as provided by law.

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Mayor

Passed:

Attest: _____
Village Clerk



Grant Number _____
(Leave Blank)

**A GRANT AGREEMENT between
STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES**

FOR Forest Resources Urban and Community Forestry
Division Area Program
AND

Village of Downers Grove, hereinafter referred to as the Grantee.

This agreement is made and entered Upon Full Execution, by and between the Department of Natural Resources and Grantee under the authority of the Illinois Civil Administrative Code, 20 ILCS 805/805-70. In view of mutual covenants herewith contained, the parties agree as follows:

1. This agreement shall be in effect Upon Full Execution, and shall terminate on June 30, 2002.

This grant agreement may be terminated by either party upon seven days written notice. Upon termination, Grantee shall be paid for work satisfactorily completed, delivered to and accepted by the Department prior to the date of termination. The Department of Natural Resources may terminate the grant agreement for unsatisfactory performance by giving the Grantee written notice. Termination for unsatisfactory performance shall be effective immediately upon receipt.

2. In consideration of the services rendered under the terms of this Agreement, the Department shall compensate the Grantee in the amount of \$ 5,000.00 in accordance with Paragraph #1 of Attachment "C".

The maximum amount payable under this grant (including travel) is \$ 5,000.00.

EXPENSES: (where applicable) The Grantee shall not be reimbursed for necessary travel expenses incurred in fulfilling obligations under this grant agreement. Such expenses shall be reimbursed at the rates and for the purposes applicable to the employees of the Department. Total travel expenses shall not exceed \$ 0.

3. The Grantee shall develop or enhance a local forestry program as noted in Attachment B -Grant Application and Paragraph 2 of Attachment "C". The grantee shall comply with all other provisions of Attachment "C" during the period of this grant agreement. Any proposal submitted by Grantee for the agreement is hereby incorporated as part of this agreement. (See attachment B) Grantee shall be acting as an independent Grantee and not as an agent or employee of the State of Illinois.
4. WORK PRODUCTS: All documents, including reports and all other work products produced by the Grantee under this grant agreement shall become and remain the property of the State. Grantee shall provide all personnel materials and equipment necessary to fulfill the purposes of this agreement. Neither Grantee nor its personnel shall be considered agents or employees of the Department or of the State.
5. SUBCONTRACTOR DISCLOSURE: As of the execution date of this grant agreement, the following subcontractors are expected to perform work pursuant to this grant agreement and to be paid with funds provided hereunder.

Name	Address	Anticipated Amount
_____	_____	_____
_____	_____	_____

If during the term of this grant agreement, the Grantee wants to retain subcontractors to be paid with funds provided by this grant agreement whom they did not disclose above, the Grantee will obtain the Department's approval and the parties will file a grant amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor.

- 6. BILLING: The Grantee shall submit billings as per paragraph #3 on Attachment "C".
- 7. LAWS OF ILLINOIS: This grant shall be governed in all respects by the laws of the State of Illinois. Any permits and/or licenses necessary to perform the work will be secured and paid for by Grantee.
- 8. If applicable, all parties to this grant certify that the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act were complied with (30 ILCS 535/1 et. seq.).
- 9. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
- 10. INDEMNITY AND INSURANCE: The Grantee shall indemnify and save harmless the State of Illinois, its officers and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of injury to any person or property or death of any person or persons, including all persons performing any work under this grant agreement, which may arise in any way in connection with the work to be performed under this grant agreement. Grantees for grants other than for personal services shall obtain general liability insurance in an amount not less than one million dollars (\$1,000,000) prior to commencing work under this grant. Certificates of such insurance shall be furnished immediately upon request.

If this agreement is with a governmental unit only, it is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts of the other party, either by commission or omission, unless such liability is imposed by law.

- 11. This grant agreement, including these attachments constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either party.

ATTACHMENT A. CERTIFICATIONS AND ASSURANCES

ATTACHMENT B. THE URBAN AND COMMUNITY FORESTRY GRANT APPLICATION

ATTACHMENT C. 2001 URBAN AND COMMUNITY FORESTRY GRANT AGREEMENT SUPPLEMENT

- 12. All notices or other submissions required to be given to the Department shall be delivered or mailed to: Illinois Department of Natural Resources, Division of Forest Resources, 524 South Second, Springfield, IL 62701-1787

Attention: Reinee Hildebrandt, Urban Conservation Program Admin.

Name of Contact (please type)

Director, Department of Natural Resources Date

Individual's Signature Date

Grantee Name

Grantee SSN/FEIN

Grantee Address

City State Zip Code

ATTACHMENT "C"
2000 URBAN AND COMMUNITY FORESTRY ASSISTANCE GRANT
SUPPLEMENT

A SUPPLEMENT TO THE GRANT AGREEMENT BETWEEN STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FOREST RESOURCES AND Village of Downers Grove hereinafter referred to as GRANTEE

1. Pursuant to the grant proposal application, the total funds necessary to complete this project is \$ 10,000.00. In consideration of the services rendered under the terms of this Agreement, the Department shall reimburse the Grantee up to a maximum amount of one half (1/2) of the project costs or \$5,000.00, whichever is less. The Grantee agrees to provide all funds necessary to complete the project and to cover project costs. Said costs should be at least 50% expenditure of funds and a minimum of 50% local contribution. No in-kind contributions will be reimbursed by the Department.
2. The Grantee, during the period of this Agreement, shall complete the project outlined as specified in the grant proposal application submitted to the Department unless otherwise noted in the contract. Said grant application proposal is specifically incorporated as part of this Agreement. In accordance with their 2000 Grant Application the Grantee shall develop Urban Forestry Disaster Recovery plan with storm mitigation strategies and inventory update components during the period of this Agreement. All documents, including reports and all other work products produced by the Grantee under this Agreement, with funds provided by this Agreement, shall become and remain the joint property of the State and Grantee.
3. The Reimbursement Request must be submitted before August 30, 2001. In consideration of the services rendered under this Agreement, the Department shall make one payment to the Grantee upon the completion of the project and submittal of appropriate documentation.

To apply for reimbursement, the Grantee shall submit to the Department, the following: a report including evidence of project completion (such as a completed management plan, a map with listing by species showing location of trees planted or removed, a completed inventory and summary of data results and/or copies of educational public relations materials developed with the funds from this project), and an itemized list of expenditures outlining costs.

If in-kind personal services are charged, cost contribution showing project expenditures must be provided. No more than 50% of the project can be for in-kind services. A copy of the paid invoices along with a copy of the canceled checks (front and back) made in payment for all approved purchases to contractors and vendors must be provided.

Any requests for changes to the approved project shall be submitted in writing to the Department. If approved by the Department, the change shall be included as an amendment to this Agreement. Changes not having prior approval will not be reimbursed by the Department.

4. No equipment purchases shall be made with either the funding provided through this Agreement or from the local 50% match.
5. The project contribution from the Grantee shall be from funds other than state or federal funds.
6. The Grantee understands and agrees that it shall be fully responsible for and assume all operation and maintenance costs and responsibilities associated with the herein specified project. It shall be understood that the Department is in no way responsible for any operation and maintenance costs associated with the herein specified project. The Grantee shall indemnify, protect and hold harmless the State of Illinois and its agents from any and all liabilities, costs damages and claims arising as a direct or indirect result of activities, operation and maintenance or equipment usage under the terms of this contract.

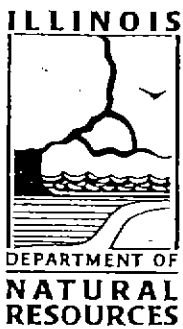
Neither the Grantee nor its employees shall be considered employees or agents of the Department.

7. All financial records, supporting documents and all other records pertinent to this Agreement, must be retained by the Grantee and made available by the Department at any reasonable time, for possible audit by the Department for a five (5) year period after the grant period ends, which would be on or before June 30, 2006.

The Department representatives shall have access to the specified project at any reasonable time during development and after completion to assess progress or to ensure continuing compliance with program requirements.

8. Units of Government that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act, (OMB Circular A-133 "Audits of State, Local Government and Non-Profit Organizations").
9. The work of tree planting when a part of the project and when done under contract with or on behalf of the Grantee is subject to the Illinois Prevailing Wage Act. The Act requires that employees be paid at the current established prevailing rate of pay for each classification of work in the locality where the work is performed. The Act requires that the call for bids specify the project is subject to the Act; that the bid specifications and contract contain a reference to the coverage of the Act; and a copy of the most recent prevailing rates of pay; and that any labor bonds also contain a reference to the applicability of the Act. The attached Tree Planting Specifications should be used as a guide for all projects.
10. If the Grantee determines that they can no longer utilize all or part of the grant funds, they shall contact the Department in writing.
11. An Interim Report will be due April 1, 2001.

a:\attachment.c



CERTIFICATIONS

- I. The Contractor certifies that it is not barred from being awarded a contract or subcontract under Section 50 of the Illinois Procurement Code (30 ILCS 500/50).
- II. The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 720 ILCS 5/33E-4).
- III. The Contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).
- IV. The Certificate is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
- V. Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: _____

Taxpayer Identification Number:
 Social Security Number _____
 or
 Employer Identification Number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (Check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual
<input type="checkbox"/> Owner of Sole Proprietorship
<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax-exempt hospital or extended care facility
<input type="checkbox"/> Corporation providing or billing medical and/or health care services
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care service | <input type="checkbox"/> Governmental Entity
<input type="checkbox"/> Nonresident alien individual
<input type="checkbox"/> Estate or legal trust
<input type="checkbox"/> Foreign corporation, partnership, estate, or trust
<input type="checkbox"/> Other: _____ |
|---|---|

- VI. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992. The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the grantee or contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If contractor is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. Vendor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of more than \$5,000.

VII. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

- VIII. Contractor certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code. Vendor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.
- IX. RETENTION OF RECORDS: Contractor shall maintain, for a minimum of five years after completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; that the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General pursuant to PA 87-991; and that the contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- X. SEXUAL HARASSMENT: Pursuant to 775 ILCS 5/2-105(A)(4), vendor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- XI. For contracts exceeding \$10,000, the Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- XII. Contractor shall notify the Department's Ethics Officer if Contractor solicits or intends to solicit for employment any of the Department's employees during any part of the procurement process or during the term of the contract.
- XIII. WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN: If applicable, the Contractor shall be required to observe and comply with provisions of the "Prevailing Wage Act," 820 ILCS 130/1 et. seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: _____

TITLE: _____

DHR NUMBER: _____

ASSURANCES --- NON-CONSTRUCTION PROGRAMS

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 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 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).
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 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. §§ 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 (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. §§ 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 of 1984.
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