

## **CORPORATION FOR NATIONAL AND COMMUNITY SERVICE DISASTER RESPONSE COOPERATIVE AGREEMENT INFORMATION AND GUIDANCE**

To enable Corporation-sponsored national service programs to engage members and participants in response to federally-declared disasters and to be eligible to be reimbursed by CNCS for related expenses, programs must have a CNCS Disaster Response Cooperative Agreement in place. This Agreement is the legal instrument by which programs can be reimbursed by the Corporation for expenses incurred by the response, when it occurs under authority of a Mission Assignment from FEMA [or another agency].

This document describes eligibility criteria, the nature of disaster deployments, the Corporation's expectations for performance upon selection, and the application process. Please review this information carefully and follow the application instructions if your program is both qualified for and interested in entering into the CNCS Disaster Response Cooperative Agreement.

### ***Eligibility criteria***

Only Corporation-sponsored programs (AmeriCorps\*State and National and sub-grants or sites of State and National programs, AmeriCorps\*VISTA, Senior Corps, and Learn & Serve America, as well as Special Volunteer Programs, Challenge Grants, Next Generation Grants, Professional Corps and other "non-traditional" CNCS programs) are eligible to apply. To be approved for the CNCS Disaster Response Cooperative Agreement, your application should establish that your program:

- possesses the commitment and capacity, evidenced by program experience and participant training and background, to engage National Service Participants [i.e., AmeriCorps Members, Senior Corps participants, etc.] in responding to disasters.
- understands the difficult conditions of deployment [described below] and informs and prepares its members/participants for these conditions.
- participants are in physical condition appropriate for specified tasks.
- can cover the expenses incurred by deployment, pending reimbursement by the Corporation upon completion of the deployment.
- can deploy participants within 24 to 48 hours of confirmation of deployment status.
- has agreements in place with project sponsors allowing participants to leave regular duties in order to deploy.
- has liability coverage in place for in-state and out-of-state disaster deployments, if the program intends to be available for out-of-state deployments.
- will take reasonable steps to manage the risks inherent in disaster response.

### ***Conditions of deployment***

It is important that programs and their participants understand that disaster deployments are considered ***hardship assignments***. Your program should not apply for this Cooperative Agreement unless you understand that your participants may face unfavorable conditions, which may include:

- Extreme weather conditions such as high heat and humidity; sustained exposure to sub-freezing temperatures or unmitigated heat from direct sunlight; rain, snow, or other forms of precipitation; lightning; and dangerous flooding situations.
- Possible exposure to infections and diseases due to dangerous and/or unsanitary conditions.
- Potentially dangerous working situations such as handling broken glass and twisted metal, climbing on roofs, and wading through flood waters.
- Unfavorable living conditions. Responders often sleep on gymnasium floors, at camp grounds, in church halls, and in college dorms. There is also the possibility of there being no heat, air conditioning, or hot water in living spaces.
- Limited food choices. Often, responders are fed by the mobile operations of other responding voluntary organizations such as the Salvation Army and the American Red Cross, or by churches in the community. The selection of food at these sites is extremely limited, so there is no guarantee that special dietary requirements can be reasonably accommodated. While options may exist, responders have, on occasion, had nothing else to eat except Meals Ready to Eat (MREs) provided by FEMA.
- Long work hours. In the days and weeks immediately following a disaster, much work must get done as quickly as possible. Responders may be required to work from sunrise to sunset to meet immediate needs. Workers in shelters may have to work 24 hours a day. While FEMA usually tries to ensure one day off a week, there are no guarantees.
- Chaotic work environment. Individuals deployed to disasters must understand that most deployments do not work out exactly as anticipated. A “hurry up and wait” scenario is possible – participants rush to deploy, only to spend several days on site with very little to do as the operation is organized. Also, responders may end up doing something totally different than what they had deployed to do. In some cases, there may prove to be no need for the responders once they arrive, and they may be sent home immediately (expenses incurred will be reimbursed). *Flexibility* is the most important requirement for responding programs.

### ***If you want to participate***

We encourage programs that can meet the above criteria, understand the conditions they may face in responding to disasters, and possess the capacity and motivation to respond to disasters to apply. Only programs with an executed CNCS Disaster Response Cooperative Agreement in place will be eligible for deployment and reimbursement of expenses. Please review the two attachments: Overview of Disaster Response Process and Application Instructions.

### ***Review/Approval***

Submitted proposals will be reviewed by CNCS Program and Grants’ Officers and the Corporation’s Office for Emergency Preparedness and Response [OEPR]. Proposal review will be based on the criteria identified above, and may include follow-up contact to clarify proposal information.

You will be notified upon approval and the CNCS Disaster Response Cooperative Agreement

will be awarded for a period of three years. There will be no funds awarded, other than the amounts of approved reimbursements related to participation in future disaster response projects. Thus, it is possible that you will have a Cooperative Agreement in place for three years, but not be deployed and hence not be awarded any funds. In addition, if your CNCS grant [or sponsorship agreement] expires before the end of the three-year term and is not extended or otherwise continued, it is likely that the Cooperative Agreement will be terminated as well.

The Cooperative Agreement will spell out roles and responsibilities and specify requirements and deadlines for participating CNCS programs/sponsors and for the Corporation.

***Must I have a Cooperative Agreement in place to respond to disasters?***

A CNCS program that does not have a CNCS Disaster Response Cooperative Agreement in place is free to participate in disaster response directly with a host organization, through Red Cross or through another intermediary. This process will not limit your opportunity or capacity to participate in disaster response – but unless a Cooperative Agreement is in place, reimbursement for expenses through the Corporation is not possible.

If you have any questions, please contact your primary CNCS program official.

Attachment I: CNCS Disaster Response Process

Attachment II: CNCS Disaster Response Cooperative Agreement Application Process, Forms and Instructions

## Attachment I      CNCS Disaster Response Process

In fulfilling its responsibilities in declared disaster situations, FEMA may negotiate and execute a Mission Assignment to the Corporation to support specific relief/recovery activities by CNCS programs in the disaster area. When a Mission Assignment is in place with CNCS, the Emergency Management Coordinator, CNCS Office of Emergency Preparedness and Response, will work with FEMA and with state and local agencies and organizations to identify specific disaster response/relief/recovery projects in the disaster area and will identify appropriate CNCS programs to respond fulfill these projects.

According to the provisions of the current Memorandum of Understanding between FEMA and CNCS, only current CNCS programs are eligible to respond under a FEMA Mission Assignment, and the process to deploy CNCS programs to disaster projects is based on the MOU. This process will be the basis for deployment with any other federal agency, as well.

### ***How programs are chosen for deployment***

While the Corporation works closely with federal, state and local partners to identify specific projects related to the Mission Assignment, the Corporation wants to provide opportunities for disaster response for as many program participants as possible, and selection of responding programs is the Corporation's responsibility. Because the opportunities for response may be limited, we have identified criteria by which programs may be chosen for deployment. Programs with a CNCS Disaster Response Cooperative Agreement in place will be requested for deployment based on the following:

- Proximity to the disaster area. Ideally, resources closest to the location of the disaster are deployed, assuming those programs are not affected by the disaster. We try to utilize in-state resources as much as possible.
- Specific skills requirements. For example, a program that has crews certified in chain saw operation may be contacted first for a debris removal assignment that requires those skills.
- Extent of training/background/experience relevant to identified project.
- Availability for deployment. Programs must be able to ensure that their teams will be ready to deploy within 24 to 48 hours, if needed.
- Specific request. The requesting agency may sometimes request a specific program to address a situation based upon prior experience with that program.

### ***Information Needed From Programs***

Following are the kinds of information that will help us determine suitability for deployment. Upon approval of the CNCS Disaster Response Cooperative Agreement, programs may be asked to provide specific information that may not have been included in the proposal to help the Corporation respond to declared disasters most effectively, such as:

- Training. While specialized training is not generally required for most deployments, we want to know if participants have disaster-related training, such as First Aid/CPR,

Community Emergency Response Team (CERT) training, fire suppression and/or search and rescue training (beyond that provided in CERT), any American Red Cross disaster response training, or any FEMA disaster training, including ICS [Incident Command System].

- **Certifications.** We want to know if participants are certified in any skills which could be useful in disaster response such as chain saw handling, fire suppression, or heavy equipment operation (including fork lifts, etc.).
- **Language skills.** Communication with affected populations is always a challenge in disaster deployment. We'll want to know if any participants have the ability to communicate in any language other than English, including American Sign Language.
- **Limitations.** If any participant has medical, physical, or psychological limitations (for example, fear of flying), we'll want to know. These limitations do not necessarily preclude deployment of the individual. In many instances, we can find ways to accommodate the individual's participation in the deployment.
- **Accessibility needs.** We will need to know if a participant has sight, hearing, or mobility issues. While every attempt is made to provide accessible workspace for those individuals, there may be instances when we will not be able to deploy them for certain assignments because of the nature of the work. In these cases, if other members of a participant's team are deployed, we will try to find a way to utilize that individual in some meaningful capacity.
- **Program availability.** If your program has specific limits on availability to respond -- by location, time of year, type of disaster, etc., [ i.e., if your program can only respond within your state; your program conducts training the first two weeks of Sept.; your program is closed from October through December], please include that information in your proposal. It will not affect likelihood of approval, but will be helpful in planning response to actual disasters.

### ***Reimbursement Process***

Only those expenses directly associated with deployment may be reimbursed to the program. Under the Memorandum of Understanding [MOU] with FEMA, the following are considered reimbursable expenses. Any other expenses must be approved in advance by CNCS and FEMA, or they cannot be reimbursed,

- **Travel.** The cost of getting participants to and from the disaster site, including any transportation to and from the airport and mileage for program-owned vehicles used to travel to the disaster site.
- **Lodging.** Accommodations are usually pre-arranged for deploying programs, although programs are responsible for paying for those accommodations (if payment is required). The cost for lodging is not to exceed government per diem rates unless specifically approved by FEMA.
- **Food.** Reimbursement for meals is provided on actual cost basis, rather than on per diem amounts. Receipts must be kept for all food purchases.
- **Other expenses** may include supplies and equipment, incidentals such as laundry, and fuel and maintenance for vehicles used during deployment, whether owned by the program or provided by the requesting agency.

- In certain limited circumstances, reimbursement for stipends for national service participants may be possible, with prior approval by CNCS and FEMA.

### ***Program Reporting Requirements***

No later than 30 days after completion of a deployment;

- Programs should provide information to the CNCS Disaster Response Database [if the database is available] about the deployment and related accomplishments.
- Programs must provide a brief written End-of-Activity report to CNCS/OEPR. It should include the number of participants, a narrative overview of project activity and accomplishments and comments that might be helpful to future responders. Reimbursement may not occur without this submission.
- Programs must a final financial report and reimbursement request, accompanied by supporting receipts and documentation, to CNCS/OEPR. Specific requirements for this report will be provided in advance of deployment. Reimbursement cannot occur without this submission.

Programs will be reimbursed by the Corporation for allowable expenses related to the disaster deployment within 30 days of the submission of the documentation described above.

## Attachment II      CNCS Disaster Response Cooperative Agreement Application Process, Forms, and Instructions

**Purpose:** To create disaster response cooperative agreements with existing CNCS grantees/sponsors/project sites to enable reimbursement of expenses incurred by program participation in national disaster response efforts organized by other federal agencies.

**Deadline:** Applications may be submitted at any time, and will be reviewed within CNCS in a timely manner.

**Additional Information:** Please contact your primary CNCS program contact if you need additional information.

**Application Guidance:** To facilitate submission and approval of a Disaster Response Cooperative Agreement, the application must be prepared using the attached application forms and instructions and must be submitted on paper. All necessary application documents are attached. A complete application will contain the following:

1. Application Forms Section 1: SF-424 Facesheet [CNCS Disaster Response Cooperative Agreement Application Forms], page 5; Instructions on pages 2-4.
2. Section 2: Assurances and Certification, page 9 [CNCS Disaster Response Cooperative Agreement Application Forms]; Instructions, on pages 6-8.
3. Program Narrative:
  - Subsection A. Executive Summary: A summary of how your program can address the eight specific eligibility requirements found on page 1 of this Notice. Please respond to each point.
  - Subsection B. Summary of Accomplishments and Outcomes: A summary of your program's past accomplishments in the type of disaster response activity described in the Notice.

**Application Submission Information:** Completed applications should be submitted via overnight carrier (non-US Postal Service because of security-related delays in receiving mail from USPS) or by hand delivery to: Office of Emergency Preparedness and Response, Corporation for National and Community Service, 1201 New York Avenue, NW, Washington, DC 20525.

**NOTE: These application materials and instructions are derived from the OMB-approved Next Generation Grant application materials. CNCS reserves the right to modify these requirements and procedures as necessary to assure most efficient and effective use of CNCS and program resources.**



## **CNCS Disaster Response Cooperative Agreement Application Forms**



# PART I - FACESHEET

## APPLICATION FOR FEDERAL ASSISTANCE

		1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Non-Construction <input checked="" type="checkbox"/>	
2. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. a. DATE RECEIVED BY STATE:	3.b. STATE APPLICATION IDENTIFIER:	
	4. a. DATE RECEIVED BY CNCS:	4.b. CNCS GRANT NUMBER:	
5. APPLICANT INFORMATION			
5a. LEGAL NAME:  5b. ORGANIZATIONAL UNIT:  5c. ORGANIZATIONAL DUNS:		5e. NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION ( <i>give area codes</i> ):  NAME:  TELEPHONE NUMBER: (        )        -  FAX NUMBER: (        )        -  BUSINESS E-MAIL ADDRESS:	
5d. ADDRESS ( <i>give street address, city, county, state and zip code</i> ):			
6. EMPLOYER IDENTIFICATION NUMBER (EIN):  <div style="border: 1px solid black; width: 100px; height: 15px; margin: 5px 0;"></div>		7.a. TYPE OF APPLICANT: ( <i>enter appropriate letter in box</i> ) <input type="checkbox"/>	
8. TYPE OF APPLICATION (Check appropriate box): <input checked="" type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT  If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/>  A. AUGMENTATION: <input type="checkbox"/> B. BUDGET REVISION: <input type="checkbox"/> C. NO COST EXTENSION: <input type="checkbox"/> to _____ ( <i>enter date</i> ) E. OTHER ( <i>specify below</i> ): <input type="checkbox"/>		7.b. CNCS APPLICANT CHARACTERISTICS <i>Enter appropriate code in each blank:</i> _____, _____, _____, _____, _____  9. NAME OF FEDERAL AGENCY: <div style="text-align: center; font-weight: bold;">Corporation for National and Community Service</div>	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:  <div style="border: 1px solid black; width: 100px; height: 15px; margin: 5px 0;"></div> Name of Program _____		11. a. TITLE OF APPLICANT'S PROJECT:  <div style="text-align: center;">N/A</div>	
12. AREAS AFFECTED BY PROJECT ( <i>List Cities, Counties, States, etc.</i> ):		11.b. CNCS PROGRAM INITIATIVE (IF ANY):  <div style="text-align: center; font-weight: bold;">Disaster Response Cooperative Agreement</div>	
13. PROPOSED PROJECT:        START DATE: _____        END DATE: _____			
14. ESTIMATED FUNDING: Check applicable box: Yr 1: <input type="checkbox"/> Yr.2: <input type="checkbox"/> or Yr 3: <input type="checkbox"/>		15. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. FEDERAL	\$	N/A	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____  b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
b. APPLICANT	\$	N/A	
c. STATE	\$	N/A	
d. LOCAL	\$	N/A	
e. OTHER	\$	N/A	
f. PROGRAM INCOME	\$	N/A	
g. TOTAL	\$	N/A	16. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES    If "Yes," attach an explanation. <input type="checkbox"/> NO
17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:		b. TITLE:	c. TELEPHONE NUMBER:
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED:	

Modified Standard Form 424-(Rev. 11/02 to conform to the CNCS eGrants system)

## Assurances and Certifications

### Instructions

By signing and submitting this application, as the duly authorized representative of the applicant, you certify that the applicant will comply with the Assurances and Certifications described below.

**a) Inability to certify**

Your inability to provide the assurances and certifications listed below will not necessarily result in denial of a grant. You must submit an explanation of why you cannot do so. We will consider your explanation in determining whether to enter into this transaction. However, your failure to furnish an explanation will disqualify your application.

**b) Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the Federal government, we may terminate this transaction for cause or default.

**c) Notice of error in certification or assurance**

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**d) Definitions**

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a “prospective primary participant in a covered transaction” as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.

**e) Certification requirement for subgrant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

**f) Certification inclusion in subgrant agreements**

You agree by submitting this proposal that you will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by us, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**g) Certification of subgrant principals**

You may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the certification is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**h) Non-certification in subgrant agreements**

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, we may terminate this transaction for cause or default.

**i) Prudent person standard**

Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

## ASSURANCES

As the duly authorized representative of the applicant, I certify, (to the best of my knowledge) and belief, 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 program costs) to ensure proper planning, management, and completion of the program 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 position 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 all rules regarding prohibited activities, including those stated in applicable application guidelines, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
6. 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 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
7. 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) sections 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 National and Community Service Act of 1990 or the Domestic Volunteer Services Act, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
8. 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 program purposes regardless of Federal participation in purchases.
9. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
11. 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 the 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.
12. 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 program 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).

13. 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.
14. 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 (16U.S.C. 469a-I et seq.).
15. 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.
16. 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.
17. 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.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
19. Will comply with all of the requirements of Subpart C of 45 CFR Part 2542, implementing E.O. 12549, regarding restrictions on doing business with suspended, debarred and otherwise disqualified entities
20. Will comply with all of the requirements for providing a drug-free workplace on a continuing basis as set out in Subpart B of 45 CFR Part 2545, implementing sec.5151 – 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690).
21. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

## **CERTIFICATION**

### **Lobbying (Activities)**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- (a) 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 any agency, a member of Congress, an officer of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any Federal grant, or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all tiers (including subawards, subgrants, contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Assurances and Certification

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**ASSURANCE SIGNATURE:**      **NOTE: Sign this form and include in the application.**

**SIGNATURE:**      By signing this assurances page, you certify that you agree to perform all actions and support all intentions in the Assurances section.

**Organization Name:**

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**Program Name:**

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**Name and Title of Authorized Representative:**

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**Signature:**

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**Date:**

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**CERTIFICATION SIGNATURE:**      **NOTE: Sign this form and include in the application.**

**Before you start:** Before completing certification, please read the Certification Instructions.

**SIGNATURE:**      By signing this Certification page, you certify that you agree to perform all actions and support all intentions in the Certification section of this application.

**Legal Applicant:**

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**Program Name:**

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**Name and Title of Authorized Representative:**

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**Signature:**

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**Date:**

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OMB Control #: 3045-0108

Expiration Date: 07/31/2008