

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

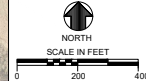
SUBJECT: Interlocal Agreement between the Papio-Missouri River NRD and Nebraska Game and Parks Commission – WP-2 Project

DATE: December 10, 2024

The Nebraska Game and Parks Commission (NGPC) has awarded \$325,000 to assist with the construction of fishery enhancements as part of the recreational component of the project through the Federal Aid in Sport Fish Restoration Program (SFR).

The SFR Program provides 75% federal cost share for eligible expenses, with the District providing the remaining 25% as the local match. Eligible expenses include earthwork to create breakwaters and shoals in the reservoir, shoreline protection measures, construction of boat ramps and access roads, and associated engineering services.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the agreement between the District and Nebraska Game and Parks Commission for 75 percent funding for the WP-2 Project through the Federal Sport Fish Restoration Program in the amount of \$325,000.



HOUSTON
 12702 Westport Pkwy, Ste 300
 Omaha, Nebraska 68138
 402.502.7131
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REGIONAL DETENTION BASIN WP-2
 PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
 SARPBY COUNTY, NEBRASKA
 2022

ENGINEER'S SEAL

REVISIONS	
NO.	DATE

DESIGNED BY: SEM
 DRAWN BY: MVH
 QA / QC BY: MKS
 PROJECT NO.: 001-17-01
 DATE: NOVEMBER 2022

TITLE
**LANDWNERS
 MAP**

SHEET
X.1

PARCEL#: TBD
OWNER INFORMATION:
PMNRD AREA: 15.98 AC

PARCEL#: 011610027
OWNER INFORMATION:
PMNRD AREA: 5.95 AC

PARCEL#: 011609605
OWNER INFORMATION:
PMNRD AREA: 51.52 AC

PARCEL#: 011609417
OWNER INFORMATION:
PMNRD AREA: 18.95 AC

PARCEL#: 011602668
OWNER INFORMATION:
PMNRD AREA: 5.15 AC

PARCEL#: 011602660
OWNER INFORMATION:
PMNRD AREA: 14.75 AC

State of Nebraska Game and Parks Commission



**Federal Aid in Sport Fish Restoration
Cooperative Agreement**

Political Subdivision: Papio-Missouri River Natural Resources District
CFDA: 15.605
Project/Grant Number: F-208-B / F22AF03767-01
Project/Grant Title: Motor Boat Access NE F-208-B-1 WP2
Project/Grant Period: September 1, 2022 to March 31, 2025
Operation/Maintenance: April 1, 2025 to April 1, 2045
Description of the Project: Boating Access and Development of West Papillion Site #2
Project/Grant Cost: SFR \$325,000 (75%) PMRNRD \$108,333 (25%) Total \$433,333.00

By virtue of authority contained in Sections 13-801 to 13-807 inclusive, Revised Statutes of Nebraska, the State of Nebraska, represented by the Nebraska Game and Parks Commission, hereinafter referred to as the Commission, does on this day hereby enter into an agreement with the Papio-Missouri River Natural Resources District, Omaha, Nebraska hereinafter referred to as the Political Subdivision, for the purpose of executing and administering the provisions of the Federal Aid in Sport Fish Restoration Act, hereinafter referred to as the SFR Act, as applicable to agreement of the nature.

In Consideration of the covenants of the Political Subdivision as hereinafter set forth, including such project plans, specifications and estimates as contained in Attachment A hereto and made a part of this agreement, the Commission hereby agrees to obligate to the Political Subdivision the amount of money specified herein, contingent upon federal funds available, to reimburse the Political Subdivision all appropriate federal funds received for project expenditures.

The Political Subdivision agrees to execute the project stage as set forth herein in a timely and businesslike manner for the purposes intended and in accord with the following terms, conditions, and covenants:

Special Project Terms and Provisions

The Political Subdivision will operate and maintain the West Papillion Site #2 (or recreation area renamed at a later date) and the adjoining sediment basin property open to the general public. This newly created dam, reservoir and its adjoining recreation facility will be open to the general public for recreational fishing and boating use.

West Papillion Site #2 will be operated and maintained as designed at full pool elevation (permanent pool 1138' MSL) to benefit flood risk reduction, the aquatic habitat development, water quality, the fishery resource, and the wetlands. Operational changes by the Political Subdivision (or a sublease of the Political Subdivision) which alters the permanent pool elevation, or the project benefits, will constitute a breach of this agreement, unless changes are mutually agreed upon in writing by both parties.

The boating regulation at West Papillion Site #2 (17.4 acres at 1138' MSL) shall prohibit the use of all internal combustion engines/motors, but the usage of electric trolling motors shall be permitted. A speed limit speed of 5 mph or "no wake" shall be enforced.

The Political Subdivision shall operate and maintain these developments and amenities for a period of not less than 20 years following the end of construction, an expected date of April 1, 2025. The maintenance responsibility thus will extend through April 1, 2045.

Should for whatever reason, the Political Subdivision decide to transfer, sell, lease, sublease, or enter into a third-party agreement, the terms and provisions of this cooperative agreement shall apply to that transfer, sell, lease, sublease, or third-party agreement.

The Nebraska Game and Parks Commission shall not be held liable for default or breach of this agreement should the Political Subdivision sublease, contract or lease of this recreation facility.

Federal Aid in Sport Fish Restoration Project Agreement

General Provisions

Part I - Definitions

- A. The term "project" means the conditions outlined in the Project Agreement.
- B. The term "Agreement" means this Cooperative Agreement and any documents, exhibits, laws, or provisions incorporated by reference.
- C. The term "Political Subdivision" means the **Papio-Missouri River Natural Resource District**.
- D. The term "Manual" as used herein means the Federal Aid Manual.
- E. The term "State" as used herein means the State of Nebraska.
- F. The term "Commission" as used herein means the Nebraska Game and Parks Commission.
- G. The term "FWS" as used herein means the U. S. Fish and Wildlife Service, Department of the Interior.

- H. The term "Fund Assistance" or "Fund" refers to the financial resource created and maintained through authority and operation of the Federal Aid in Sport Fish Restoration Act.

Part II - General Conditions

- A. Duration. The term of this Agreement is for the period running from the date this Agreement is fully executed by affixing all signatures until **April 1, 2045**.
- B. Separate Entity. This agreement creates no separate legal or administrative entity since none is required to carry out the purposes of this agreement. The Political Subdivision is responsible for compliance with all laws, ordinances, orders, rules and regulations pertaining to the performance of the work, including obtaining any necessary permits, licenses, and inspections.
- C. Contractual Relationship. Nothing in this Agreement shall be constituted as a delegation of authority of the Commission to the Political Subdivision or its agent(s) with respect to the Agreement described herein, nor shall the Political Subdivision or its agent(s) in any manner consider or represent itself to be an employee of the Commission. It is expressly understood by the Political Subdivision that it is, in all instances, an Independent Contractor who shall provide, manage, and assume all obligations whatsoever which may occur or be required by the Workmen's Compensation laws of any state, Old Age and Survivors Insurance, Internal Revenue Acts, Income Tax of any state, and laws and regulations relating thereto, and the Independent Contractor shall save and hold harmless the Commission against any obligation relating to any such liability.

As a result of this Agreement, the Political Subdivision, or Staff, Company, Firm or any person conducting work on behalf of the Political Subdivision, shall not be in any way considered a State Employee. The parties agree that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Political Subdivision represents it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. The Political Subdivision's employees and other persons engaged in work or services required by the Political Subdivision under this Agreement shall have no contractual relationship with the State; they shall not be considered employees of the State.

It is understood that the services provided herein shall be performed by the Political Subdivision. The Political Subdivision shall be fully responsible to the Nebraska Game & Parks Commission for the acts and omissions of his Independent Subcontractors and of persons either directly or indirectly employed by them. The Political Subdivision shall be responsible for assigning, coordinating, and achieving completion of all subcontracted work to satisfy all requirements of the contract documents in a timely and proper manner. All subcontracted work shall be subject to all requirements of the Contract Documents except those legal contractual duties for which only the Political Subdivision has exclusive responsibility as specifically assigned by the Contract Documents. Nothing contained in the Contract shall create any Contractual relation between any Independent Subcontractor and the Nebraska Game & Parks Commission.

- D. Choice Of Law. The present contract shall be considered to have been executed at Lincoln, Lancaster County, Nebraska, and shall be subject to the laws of the State of Nebraska. Any legal proceedings against the Commission must be brought in an appropriate State of Nebraska Judicial forum. The State Contract Claims Act is the exclusive remedy for resolving contract claims against the Commission.
- E. Modifications. All modifications to this AGREEMENT must be in writing signed by both parties.

- F. **Notice.** Any notice relating to the modification, termination, renewal, or alleged breach of this AGREEMENT must be provided to the COMMISSION in writing at:

Nebraska Game and Parks Commission
Tim McCoy, Director
2200 North 33rd Street
Lincoln, NE 68503

Any notice relating to the modification, termination, renewal, or alleged breach of this AGREEMENT must be provided to the Political Subdivision in writing at:

Papio-Missouri River Natural Resource District
John Winkler, General Manager
8901 S. 154th Street
Omaha, NE 68138

- C. **Purpose.** The purpose of this agreement shall be to provide for the establishment and administration of a program of assistance and cooperation in the development, management and operation of the **West Papillion Site #2** recreation facility of the **Papio-Missouri River Natural Resource District in Sarpy County in Gretna, Nebraska.**
- D. **Funding.** This cooperative undertaking shall be funded as identified elsewhere in this agreement.
1. The State hereby agrees to obligate to the Political Subdivision the amount of money specified herein, contingent upon available federal funds, to reimburse the Political Subdivision all appropriate federal funds received for project expenditures. Furthermore, the State will reimburse available federal funds to the Political Subdivision upon receipt of validated requests for payment or project costs as they are incurred; provided that the request for reimbursement is equal to at least **\$ 20,000.00** total on interim billings.

The Political Subdivision agrees to submit properly documented statements of costs for which grant funds are sought for approved grant activities on a form which will be supplied by the Commission. Proper documentation shall be considered to be original invoices containing the name, address and social security number or federal tax identification number of the vendor; and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the authorized representative of the Political Subdivision.
 2. The Political Subdivision shall budget for their share of the costs and provide a copy of a resolution, motion or similar action duly adopted by the governing body of the Political Subdivision which states the following in part:
 - (a) that it has the intention and ability to finance its share of the cost of the project.
 - (b) that designates a person as the official representative of the Political Subdivision to act in connection with the project proposed under this agreement.
 - (c) that it agrees to operate and maintain, at its sole expense, or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement in the manner and according to the standards set forth in the Manual, including, but not necessarily limited to the following:

- (1) The property shall be maintained so as to appear attractive and inviting to the public.
- (2) Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
- (3) Reasonable precautions will be taken for public safety which is commensurate with the use and objectives of the property and facilities developed under this project agreement.
- (4) Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
- (5) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility. User fees will not be charged.
- (6) The project area will be posted with informational signs acknowledging the financial assistance received from the State and FWS as provided by the Commission.

3. The Political Subdivision further agrees to provide the State with:

- (a) A project boundary map which includes the area to be developed under the project.
- (b) Evidence of ownership of the property in the form of a "Title Opinion" or some other evidence of adequate control for the normal life of the facilities.

E. Project Termination. The essence of this agreement is a net gain in the quality of public outdoor recreation facilities and resources which shall become available to the citizens of the Political Subdivision and the State through the execution of this agreement. Failure of the Political Subdivision to comply with the terms of this agreement, except as provided herein, shall be cause for termination and suspension of all obligations of the State and Commission hereunder and of any future Federal assistance to the Political Subdivision under the SFR Act.

- (1) The Commission may temporarily suspend assistance under the project pending corrective action by the Political Subdivision or pending a decision to terminate the grant by the Commission.
- (2) The Political Subdivision may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified or amended by the Political Subdivision only by written and signed mutual agreement.
- (3) The Commission may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Commission will promptly notify the political Subdivision in writing of the determination and the reasons of the termination together with the effective date. Payments made to the Political Subdivisions under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- (4) The State may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree

upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. The Political Subdivision shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State may allow full credit to the Political Subdivision for the share of non-cancellable obligations, properly incurred by the grantee prior to termination.

- (5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Political Subdivision and the Commission or that all funds provided under the SFR Act are returned to the Commission.

F. Real Property. The State will not hold the title to the real property in the event of termination of the project or in the event that the project is completed in accord with this agreement.

H. Nondiscrimination.

1. The Political Subdivision shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, religion, color, national origin, age, sex or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The Political Subdivision shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the Political Subdivision to which fund assistance or property acquired or developed with fund assistance has been transferred for public recreation purposes.
2. The Political Subdivision shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where: (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. The Political Subdivision shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the Fish and Wildlife Service.
4. The provisions of Section H, subsection 1-3 apply to any part of the recreation system within which the assisted property or facilities exist.
5. The Political Subdivision shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fee may be maintained on the basis of residence as set forth in the Manual.

I. Applicable Federal Circulars. The Political Subdivision shall comply with applicable regulations, policies, guidelines and requirements including Office of Management and Budget Circular 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as they relate to the application, acceptance and use of Federal Funds for this federally assisted project.

J. Lobbying with Appropriated Funds. Federal Aid in Sport Fish Restoration moneys will be used in conformance with 18 U.S.C. 1913 which states that: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or

written matter, or other device, intended or designed to influence in any manner a Member of Congress, whether before or after the instruction of any bill or resolution proposing such legislation or appropriations; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

K. Conflict of Interest.

1. No official or employee of the Local, State or Federal Government who is authorized in an official capacity to negotiate, make, accept, approve or take part in any decision regarding a contract or subcontract in connection with this project, shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the Local, State or Federal Government in connection with this project shall have a financial or other personal interest other than employment or retention by the Local, State or Federal Government, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the Local, State or Federal Government shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Political Subdivision, and such officer, employee or person has not participated in the acquisition for or on behalf of the Political Subdivision
3. No member or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The Political Subdivision, the State and the Fish and Wildlife Service shall be responsible for enforcing the above conflict of interest provisions.

L. Hatch Act. The Political Subdivision will comply with the provisions of the Hatch Act which provides that no officer or employee of the Political Subdivision whose principal employment is in connection with any activity which is financed in whole, or in part pursuant to this agreement, shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118K (1964), with the exceptions therein enumerated.

M. Retention and Custodial Requirements for Records.

1. Financial records, supporting documents, statistical records, and all other records pertinent to this agreement shall be retained for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final financial status report for the project.
3. The Political Subdivision is authorized to substitute microfilm copies in lieu of original records.
4. The Commission, the Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of the Political Subdivision which are pertinent to this project for the purpose of making audit, examination excerpts and transcripts.

N. Project Execution.

1. The development period shall begin with the date entered on page one (1) of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The Political Subdivision will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be completed with reasonable diligence.
3. The Political Subdivision will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (P.L. 90-480) and Section 504 of the Rehabilitation Act of 1973 (43 CFR 17), and with all State Statutes regarding handicapped accessibility, including, but not limited to, Nebraska Revised Statutes 1943, Reissue of 1976, Sections 72-1101 through 72-1124. The Political Subdivision will be responsible for conducting inspections to ensure compliance with these specifications by the contractor, or self-compliance in the event of force account construction projects.
4. The Political Subdivision shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Political Subdivision shall bring the project to a point of recreational usefulness agreed upon by the Political Subdivision and the Commission.
6. The Political Subdivision will provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress and final reports and other such information as the Commission may require.
7. The Political Subdivision will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement. In addition, the Political Subdivision will comply with all State Statutes regarding acquisition of real property and relocation including, but not necessarily limited to, Neb. Rev. Stat. SS 25-2501 through 2506 (Reissue 1985) and Neb. Rev. Stat. SS 76-1201 through 76-1213 (Reissue 1981).
8. The Political Subdivision will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control and abatement of water pollution, and Executive Order 11990, relating to the protection of wetlands.
9. The Political Subdivision will comply with all applicable state statutes regarding acquisition and/or development of flood plains including, but not necessarily limited to, Neb. Rev. Stat. SS 2-1506.01 through 1506.27 (Reissue 1983).
10. The Political Subdivision will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, (P.L. 93-234) 87 Stat. 975,

approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The Political Subdivision will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the Commission of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The Political Subdivision agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970. The Political Subdivision further agrees to insert this clause into any contract or subcontract in excess \$100,000.00.
12. In accord with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR 800, the Political Subdivision agrees to stop all work and to notify the Nebraska Game and Parks Commission and the State Historic Preservation Officer, Nebraska State Historical Society in the event that archeological remains are uncovered during the process of project construction. The Political Subdivision further agrees to defer all work until such time that the Nebraska State Historical Society has inspected the site and has authorized work activities to resume.

O. Construction Contracts.

1. Contracts for construction in excess of \$10,000.00 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids and public openings. Copies of all advertisements, bids and a copy of the contract shall be retained for inspection by the Commission. In the event that State and local laws require competitive bidding on contracts in amounts of less than \$10,000.00, the lower amount shall govern.
2. The Political Subdivision shall inform all bidders on contracts for construction that Federal and/or State funds are being used to assist in construction.
3. The Political Subdivision will provide the Commission with copies of all change orders on the project prior to the effected construction work being completed or obscured. The Political Subdivision acknowledges that the funds for this project were secured after representatives of the appropriate federal entity concurred with the scope and type of work. The Political Subdivision acknowledges and agrees that the reductions in work or work that does not meet acceptable quality may result in an overall reduction in compensation.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
5. The Political Subdivision will comply with other procurement standards of OMB Circular 2 CFR 200, except for provisions related to compliance with Davis-Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis-Bacon Act requirements all

construction contracts awarded by the Political Subdivision in excess of \$2,000.00 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).

6. The Political Subdivision shall comply with Executive Order 11246, as amended, regarding equal opportunity for all persons without regard to race, color, religion, sex or national origin, employed or seeking employment with contractors performing under federally assisted construction contracts. In addition to Executive Order 11246, the following specific requirements shall be carried out by the Political Subdivision:
 - a. The Political Subdivision shall include the following in solicitation for offers and bids on federally assisted construction contracts over \$10,000.00: (1) "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity," including goals which are to be inserted by contracting officer or applicant. (2) "Standard Federal Equal Employment Opportunity Construction Contract Specification."
 - b. The Political Subdivision shall include the following in construction contracts over \$10,000.00:
 - a. Equal Opportunity Clause.
 - b. "Standard Federal Equal Opportunity Construction Contract Specification."
 - c. A Non-Segregated Facilities Certification signed by the prime contractor and subcontractor.
 - c. The Political Subdivision shall provide notice of contract awards subject to these provisions to Director of (OFCCP) the Office of Federal Contract Compliance Program within 10 days after the award (Notice includes name, address and telephone number of contractor, employer identification number, dollar amount of contract, estimated starting and completion dates, contract number and geographic area in which the contract is to be performed).
 - d. The Political Subdivision shall cooperate with the Director of FWS and Director of the OFCCP in the implementation of the program.
 - e. The Political Subdivision shall ensure that EEO posters are displayed in federally assisted construction sites.
 - f. The Political Subdivision shall ensure that contractors engaged in federally assisted construction contracts are providing data and reports to the appropriate OFCCP regional office as required or requested.
 - g. The Political Subdivision shall ensure that the provisions of the Equal Opportunity Clause are followed for construction contracts involving force account labor.
 - h. The Political Subdivision shall carry out sanctions and penalties imposed upon the federally assisted construction contractor or subcontractor by the Secretary of Labor pursuant to the Executive Order 11246, as amended, and refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Executive Order 11246, as amended.

- i. The Political Subdivision shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000.00 the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) "The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
- (2) "The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applications will receive consideration for employment without regard to race religion, color, sex or national origin."
- (3) "The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contract's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment."
- (4) "The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations and relevant orders of the Secretary of Labor."
- (5) "The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders."
- (6) "In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, amended, and such other sanctions may be imposed and remedies invoked provided in Executive Order No. 11246, as amended, or by rules, regulations order of the Secretary of Labor, or as otherwise provided by law."
- (7) "The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- P. The Political Subdivision shall: (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligations of contractors and subcontractors under such provisions, rules, regulations and orders, (5) carry out sanctions and penalties for violation or such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive order No. 11246, as amended, and (6) refrain from entering into any contract with a contractors debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the Political Subdivision agrees that if it fails or refuses to comply with these requirements, the State may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- Q. The Political Subdivision shall comply with Executive Order 12432, Minority Business Enterprise Development by:
- a. Placing minority business firms on bidder's mailing lists.
 - b. Soliciting these firms whenever they are potential sources of supplies, equipment, construction or services.
 - c. Where feasible, dividing total requirements into smaller needs, and setting delivery schedules that will encourage participation by these firms.
 - d. Using the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged Business Utilization, Department of the Interior (DOI), the Business Utilization and Development specialists who reside in each DOI bureau and office and similar State and local offices where they exist.
 - e. Reporting quarterly on all active projects approved after September 30, 1984 which involve \$500,000.00 or more in Fund assistance (except for acquisition projects). Such reports will be submitted on a DI-1925 (Attachment A) to the FWS Office. The first report will be submitted prior to the commencement of any construction.
- R. Project Administration.
1. The Political Subdivision shall promptly submit such reports and documentation as the

Commission may request.

2. Properties and facilities acquired or developed with Federal assistance shall be available for inspection by the Commission and/or the FWS at any time.
 3. The Political Subdivision may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual and supplemental instructions which may be issued by the Commission.
 4. Any deviations, which result in a change of project scope or objectives, shall be submitted for prior approval.
 5. All development plans and specifications shall be submitted for approval by the Commission prior to commencement of any site preparation or construction and no such site preparation or construction may be undertaken until so approved. Such plans and specifications must be prepared by an architect or engineer that is registered in the State of Nebraska. When approved, development plans and specifications will become part of this project agreement and execution of the project must be in accord with the approved plans and specifications.
- S. A final project inspection will be made and a final performance report prepared by the Commission prior to making a final payment to the Political Subdivision.
- T. It is expressly agreed that upon the completion of this project and the funding grant period, the Political Subdivision will operate and maintain the completed facility for a period of 20 years commencing on April 1, 2025 and terminating on April 1, 2045. A user fee will not be charged at this recreation facility. If the Political Subdivision decides to transfer, sell, lease or sublease the recreational facility to another Political Subdivision of Government, the above terms and provisions shall apply with the transfer.
- U. 41 U.S.C. 4712, Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
- (a) This award, related to subawards, and related contracts over the simplified acquisition threshold (\$100,000) and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, the predominate language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (c) The recipient shall insert this clause, including the paragraph (c), in all awards and in the contracts over the simplified acquisition threshold related to this award.

In Witness whereof, the parties hereto have executed this agreement as of the date entered on the first page hereof and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement.

State of Nebraska
Nebraska Game and Parks Commission

By: _____ Date: _____
James Swenson, Deputy Director

Political Subdivision (Papio-Missouri River Natural Resource District)

By: _____ Date: _____
John Winkler, General Manager
Papio-Missouri River Natural Resource District

DRAFT