

Political Subdivision: City of Lincoln (Parks & Recreation Department)

Project Title: Holmes Lake Rehabilitation

Project Period: February 1, 2002 - February 1, 2022

Description of the Project: This agreement covers planning, consulting/engineering/designing and construction activities, and costs associated with the Aquatic Habitat Rehabilitation Project at Holmes Lake in Lincoln, Nebraska in cooperation with City of Lincoln d/b/a Parks & Recreation Department and the State of Nebraska Game and Parks Commission.

Funding Assistance: The Nebraska Game and Parks Commission will commit no less than \$1,000,000 from the Aquatic Habitat Funds toward the costs associated with the rehabilitation of Holmes Lake, Lincoln, Nebraska. The Nebraska Game and Parks Commission will also commit any additional 2002 Nebraska Aquatic Habitat Stamp revenue in excess of \$1,000,000 to the Holmes Lake Project. In addition, the Nebraska Game and Parks Commission will attempt to contribute more funds if available at the time of construction and will attempt to obtain any federal funding that is, or may become, available for the construction of Holmes Lake in Lincoln, Nebraska.

By virtue of authority contained in Nebraska Revised Statutes §13-801-807 (1997), the State of Nebraska, represented by the Nebraska Game and Parks Commission (Commission) does on this day hereby enter into an agreement with the City of Lincoln d/b/a Parks & Recreation Department (City), Nebraska, for the purpose of executing and administering the provisions of the Federal Aid in Sport Fish Restoration Act and/or the Nebraska Aquatic Habitat Program, herein referred to as the "Acts," as applicable to this agreement.

The Nebraska Aquatic Habitat Fund is derived from the sale of the Nebraska Aquatic Habitat Stamp and is considered hunting and fishing license revenue. The United States Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Act requires states that are participating in the Federal Aid in Sport Fish Restoration Program to consider hunting and fishing license revenue in the same light as funds provided to the states from the Federal Aid in Sport Fish Restoration Act. Use of hunting and fishing license revenue is thus subject to the same rules and regulations as the Federal Aid in Sport Fish Restoration Act funds.

In consideration of the covenants of the City as hereinafter set forth, including such project plans, specifications and estimates as may be attached hereto and made a part of this agreement, the Commission hereby agrees to obligate to the City not less than \$1,000,000. The Commission

will also commit more than \$1,000,000 from the sales revenue of Nebraska Aquatic Habitat Stamps if the revenues from these sales exceed \$1,000,000 in 2002. In addition, the Commission will attempt to contribute more funds if available at the time of construction and will attempt to obtain any federal funding that is or may become available to use in the construction of Holmes Lake in Lincoln, Nebraska. The Commission agrees to reimburse, at a minimum of \$1,000,000, the City for the costs of planning, consulting/engineering/designing and construction activities, and any other costs associated with the Aquatic Habitat Rehabilitation Project at Holmes Lake in Lincoln, Nebraska.

The City 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 Commission will not be held liable for default and breach of this agreement if the City subleases, contracts or leases this recreation facility during the duration of this agreement or before the life of the improvements expire, whichever is less.

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 of this agreement.

By: _____
Nebraska Game and Parks Commission

Date: _____

By: _____
City of Lincoln, Nebraska

Date: _____

Nebraska Aquatic Habitat Program Project Agreement

General Provisions

Part I: Definitions

- A. The term "project" means the conditions outlined in this agreement.
- B. The term "manual" as used herein means the Federal Aid Manual.
- C. The term "State" as used herein means the State of Nebraska.
- D. The term "Commission" as used herein means the Nebraska Game and Parks Commission.
- E. The term "City" as used herein means the City of Lincoln, Nebraska d/b/a Parks & Recreation Department.
- F. The term "FWS" as used herein means the U.S. Fish and Wildlife Service, Department of the Interior.
- G. 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 and/or the Nebraska Aquatic Habitat Program Fund.

Part II: General Conditions

- A. Duration: The terms of this agreement are to run from February 1, 2002 - February 1, 2022.
- B. Separate Entity: The terms of this agreement create no separate legal or administrative entity since none is required to carry out the purposes of this agreement.
- C. Purpose: The agreement shall be to provide for the establishment and administration of a program of assistance and cooperation in the Nebraska Aquatic Habitat Rehabilitation Project at Holmes Lake located in Lincoln, Nebraska. The essence of this agreement is a

net gain in quality of public outdoor recreation facilities and resources which shall become available to the citizens of the City and the State through the execution of this agreement.

D. Funding: This cooperative undertaking shall be funded as identified elsewhere in this agreement.

1. The Commission hereby agrees to obligate to the City at a minimum of \$1,000,000. Contingent upon the revenue from the sale of Nebraska Aquatic Habitat Stamps, the State and/or Commission agree to contribute additional funds which may become available. In addition to the revenue from the Nebraska Aquatic Habitat Stamps, the Commission will attempt to contribute more funds if available at the time of construction and will attempt to obtain any federal funding that is, or may become, available to use in the construction of Holmes Lake in Lincoln, Nebraska.
2. The Commission agrees to reimburse the City for costs associated with the planning, consulting/engineering/designing and construction activities, and any other costs associated with the Aquatic Habitat Rehabilitation Project at Holmes Lake in Lincoln, Nebraska.
3. Furthermore, the Commission will advance available federal funds to the City upon receipt of validated requests for payment or project costs as they are incurred; provided that the request for reimbursement or advance payment is equal to at least \$10,000 on interim billings.
4. The City shall budget for costs associated with the Aquatic Habitat Rehabilitation Project at Holmes Lake in Lincoln, Nebraska, and provide a copy of a resolution, motion or similar action duly adopted by the governing body of the City which states the following in part:
 - (A) That it has the intention and ability to finance a portion of the cost of the project.
 - (B) That designates a person as the official representative of the City to act in connection with the project proposed under this agreement.
 - (C) That it agrees to operate and maintain, as 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:

- (i) The property shall be maintained so as to appear attractive and inviting to the public.
- (ii) Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
- (iii) Reasonable precautions will be taken for public safety which are commensurate with the use and objectives of the property and facilities developed under this project agreement.
- (iv) 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.
- (v) 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.
- (vi) The project area will be posted with informational signs acknowledging the financial assistance received from the Commission and FWS as provided by the Commission.

5. The City further agrees to provide the Commission with:

- (A) A boundary map of the areas to be developed under this 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: Failure of the City to comply with the terms of this agreement, except as provided herein, shall be cause for termination and suspension of all obligations of the Commission hereunder and of any future federal and/or State assistance to the City under the Acts.

- 1. The Commission may temporarily suspend assistance under the project pending corrective action by the City or pending a decision to terminate the grant by the Commission. The Commission must provide the City with notification and time to correct.
- 2. The City 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 City only by mutual agreement with the Commission.

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 City has failed to cure its noncompliance with the conditions of this agreement. The Commission will promptly notify the City in writing of the determination and the reasons of the termination together with the effective date. Payments made to the City under projects termination for cause shall be in accord with the legal rights and liabilities of the parties.
 4. The Commission and City may terminate funds 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 City shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Commission may allow full credit to the City for the share of noncancellable obligations, properly incurred by the City prior to termination. The City will continue to hold title to the real property.
 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 City and the Commission or that all unobligated funds provided by the Acts be returned to the Commission.
- F. Real Property: The City will continue to hold title to the real property throughout the duration of this agreement or the life of the improvements, whichever is less. In the event of termination, the City is to remain the title holder and shall have all rights of titleholders. Under no conditions of this agreement or termination of this agreement shall the State hold or possess title to the real property.
- G. Nondiscrimination:
1. The City shall comply with Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352, and all requirements imposed by or pursuant to the Department of Interior Regulation, 43 C.F.R. §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 City shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the City to which fund assistance or property acquired or developed with the fund assistance has been transferred for public recreation.

2. The City shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, prohibits 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 City shall comply with the regulation 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 the first three paragraphs apply to any part of the recreation system within which the assisted property or facilities exist.
 5. The City shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fee may be maintained on the basis of residence as set forth in the Manual.
- H. Applicable Federal Circulars: The City shall comply with applicable regulations, policies, guidelines and requirements including Office of Management and Budget Circulars A-102 (uniform administrative requirements for grants-in-aid to state and local governments), A-133 (audits of state and local governments, and non profit organizations), and A-87 (cost principles applicable to grants and contracts with state and local governments), as they relate to the application, acceptance, and use of federal funds for this federally assisted project.
- I. 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, advertisements, 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 communications 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."
- J. 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 persons 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 City, and such officer, employee or person has not participated in the acquisition for or on behalf of the City.
 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 City, the Commission and the Fish and Wildlife Service shall be responsible for enforcing the above conflict of interest provisions.
- K. Hatch Act: The City will comply with the provisions of the Hatch Act which provides that no officer or employee of the City 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 exception therein enumerated.
- L. 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 (3) 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 audit report for this project.
 3. The City 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 City which are pertinent to this project for the purpose of making audit, examination excerpts and transcripts.
- M. Project Execution:

1. The development period shall begin with February 1, 2002 or the effective date of the waiver of retroactivity and shall terminate on February 1, 2022 or the 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 City 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 City will require the facility to be designed to comply with the Architectural Barriers Act of 1968, Pub. L. No. 90-480 and Section 504 of the Rehabilitation Act of 1973, 43 C.F.R. §17, and with all State statutes regarding handicapped accessibility, including, but not limited to, Neb. Rev. Stat. §81-5,147- 81-5,150 (1996). The City will be responsible for conduction inspections to ensure compliance with these specifications by the contractor, or self compliance in the event of force account construction projects.
4. The City 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 regulation.
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 City shall bring the project to a point of recreational usefulness agreed upon by the City and the Commission.
6. The City will provide and maintain competent and adequate consulting, architectural, and engineering supervision, and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress a final reports and other such information as the Commission may require.
7. The City will comply with the terms of the Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 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 City will comply with all State statutes regarding acquisition of real property and relocation including, but not necessarily limited to Neb. Rev. Stat. §25-2501- §25-2506 (1995) and Neb. Rev. Stat. §76-1214- §76-1242 (1996).

8. The City 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; Executive Order 11990, relating to the protection of wetlands.
9. The City will comply with all applicable State statutes regarding acquisition and/or development of flood plains including, but not necessarily limited to, Neb. Rev. Stat. §31-1001- §31-1023 (1998).
10. The City will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L No. §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 City 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 C.F.R. Part 15.20, and that it will notify the Commission of the receipt of communication from the Director of EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The City agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The City further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. In accord with Section 106 of the National Historic Preservation Act and its implementing regulations 36 C.F.R. 800, the City agrees to stop all work and to notify the Commission and the State Historic Preservation Officer, and the Nebraska State Historical Society in the event that archeological remains are uncovered during the process of project construction. The City further agrees to defer all work until such time that the Nebraska State Historical Society has inspected the site and authorized work activities to resume.

N. 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 the State and local laws require competitive bidding on contracts in amounts of less than \$10,000.00, the amount shall govern.

2. The City shall inform all bidders on contracts for construction that Federal and/or State funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contract. Such change orders shall be submitted to the Commission for approval and shall be made a part of the project file and be kept available for an audit.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-kickback" Act, 18 U.S.C. 874, as supplemented by the Department of Labor regulations, 29 C.F.R. Part 3.
5. The City will comply with other procumbent standards of OMB Circular A-102 Attachment 0, 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 Dave-Bacon Act requirements, all construction contracts awarded by the State in excess of \$2,000.00 shall include a provision for compliance with such Act, 40 U.S.C. 276a- a-7, as supplemented by Department of Labor regulations, 29 C.F.R. Part 5.
6. The City 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 City:
 - (A) The City shall include the following in solicitation for offers and bids on federally assisted construction contracts more than \$10,000.00: (1) "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity," (2) "Standard Federal Equal Employment Opportunity Construction Contract Specification."
 - (B) The City shall include the following in construction contracts more than \$10,000.00:
 - (i) Equal Opportunity Clause.
 - (ii) "Standard Federal Equal Opportunity Construction Contract Specification."

- (iii) A Non-segregated Facilities Certification signed by the prime contractor and subcontractor.

- (C) The City shall provide notice of contract awards subject to these provisions to Director of the Office of Federal Contract Compliance Program (OFCCP) within 10 days after the award. Notice shall include name, address and telephone number of contractor, employer identification number, a dollar amount of the contract, estimated starting and completion dates, contracts number, and geographic area in which the contract is to be performed.

- (D) The City shall cooperate with the Director of FWS and Director of the OFCCP in the implementation of the program.

- (E) The City shall ensure that EEO posters are displayed in federally assisted construction sites.

- (F) The City 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 City shall ensure that contractors engaged in Federal assisted construction contracts are providing dates and reports to appropriate OFCCP regional office as required or requested.

- (H) The City 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 contracts with a contractor debarred from Government contracts under Executive Order 11246, as amended.

- (I) The City shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000.00 the following provisions that during the performance of this contract, the contractor agrees as follows:
 - (i) "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 fro 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."

- (ii) "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."
- (iii) "The contractor will send to each labor union or representative or workers with whom 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."
- (iv) "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."
- (v) "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."
- (vi) "The contractor will comply with all provisions of Executive Order No. 11246, as amended, and by the 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 other sanctions may be imposed and remedies invoked provided in Executive Order 11246, as amended, or by rules, regulation orders of the Secretary of Labor, or as otherwise provided by law."

(v) "The contractor will include the provisions of Paragraphs (i) through (v) 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 subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. 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 interests of the United States."

O. The City 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 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 contractor that is debarred from government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the City 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 applicants; and refer the case to the Department of Justice for appropriate legal proceedings.

P. The City shall comply with Executive Order No. 12432, Minority Enterprise Development by:

1. Placing minority business firms on a bidder's mailing lists.
2. Soliciting these firms whenever they are potential sources of supplies, equipment, construction or services.
3. Where feasible, dividing total requirements into smaller needs, and setting delivery schedules that will encourage participation by these firms.
4. 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.

5. Reporting quarterly on all active projects approved after September 30, 1984, which involve \$500,000 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.

Q. Project Administration:

1. The City 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 City 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. The acquisition cost of real property shall be based upon value determined by a licensed appraiser. The reports of such appraisers shall be submitted to the Commission for approval.
6. All development plans and specifications shall be submitted for approval by the Commission prior to commencement of any site preparation or construction and all such 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.
7. The City's Parks & Recreation Department shall be the administrator of this agreement.

R. A final inspection will be made and an engineer's substantial completion report prepared by the Commission prior to making final payment to the City.

S. It is expressly agreed that upon the completion of this project, the City will operate and maintain the completed facility for a period of twenty (20) years or for the life of the developments, whichever is shorter. A public user fee will not be charged.