

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number		2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument																									
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)			6. Recipient Organization: (Name and Address) <div style="border: 1px solid black; padding: 5px; display: flex; justify-content: space-between;"><div>DUNS:</div><div>EIN:</div></div>																										
7. NRCS Program Contact:		8. NRCS Administrative Contact:		9. Recipient Program Contact:																									
				10. Recipient Admin Contact:																									
11. CFDA Number	12. Authority		13. Type of Action	14. Project Director																									
15. Project Title/Description:																													
16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <div style="border: 1px solid black; padding: 2px; width: 100px; margin-left: 20px;">Other</div>																													
17. Select Funding Type: <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div><input type="checkbox"/> Federal</div> <div><input type="checkbox"/> Non-Federal</div> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 20%;">Original Funds Total:</td> <td style="width: 30%;"></td> <td style="width: 30%;"></td> </tr> <tr> <td>Additional Funds Total:</td> <td></td> <td></td> </tr> <tr> <td>Grand Total:</td> <td></td> <td></td> </tr> </table>			Original Funds Total:			Additional Funds Total:			Grand Total:			18. Accounting and Appropriation Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Financial Code</th> <th style="width: 25%;">Amount</th> <th style="width: 25%;">Fiscal Year</th> <th style="width: 25%;">Treasury Symbol</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Financial Code	Amount	Fiscal Year	Treasury Symbol												
Original Funds Total:																													
Additional Funds Total:																													
Grand Total:																													
Financial Code	Amount	Fiscal Year	Treasury Symbol																										
19. APPROVED BUDGET																													
Personnel	\$	Fringe Benefits	\$																										
Travel	\$	Equipment	\$																										
Supplies	\$	Contractual	\$																										
Construction	\$	Other	\$																										
Total Direct Cost	\$	Total Indirect Cost	\$																										
		Total Non-Federal Funds	\$																										
		Total Federal Funds Awarded	\$																										
		Total Approved Budget	\$																										
<p>This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.</p>																													

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD

Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument

List of Attachments:

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Sponsor

This action authorized at an official meeting of
_____ on the
_____ day of _____, 20____
at _____, State
of _____.

x _____
(Signature)

(Title)

AGREEMENT #: _____
SPONSOR: Santa Clara Valley Water District
WATERSHED: Lower Silver

**WATERSHED FLOOD PREVENTION OPERATIONS
STATEMENT OF WORK**

I. PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide assistance to the Santa Clara Valley Water District, hereinafter referred to as the "Sponsor", for the construction of one Dike at Lake Cunningham under Watershed Flood Prevention Operations (WFPO).

II. DESCRIPTION OF ESTIMATED COSTS

A. The estimated cost for the Project to the above dike is outlined below:

Description of Work	Estimated Federal Cost Share	Estimated Sponsor Cost Share	Estimated Total Cost of Project
Construction Cost	\$4,243,516.00 FA		\$ 4,243,516.00 FA
Total Cost	\$ 4,243,516.00	N/A	\$ 4,243,516.00

B. COST SHARE

1. NRCS pays 100 percent of the cost. Sponsor cost share is \$0.00.
2. NRCS funding for this project is provided to the Sponsor as the Financial Assistance (FA) NRCS funding account. FA costs are associated with construction activities. No TA costs are anticipated. Eligible FA expenditures shall be accounted for in order for expenses to be eligible for reimbursement.
 - a. NRCS will provide FA in the amount of \$4,243,516 as reimbursement to the Sponsor for approved on-the-ground construction costs.

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WATERSHED: Lower Silver

III. RESPONSIBILITIES OF THE PARTIES

A. Sponsor will—

1. Secure all necessary lands rights and permits for completion of the work of improvement prior to moving into construction. Certify land rights by completing Form NRCS-ADS-78, "Assurances Relating to Real Property Acquisition." A licensed and practicing attorney's opinion as to the adequacy of real property rights is required.
2. Contract for services and construction, award and administer any contracts for the installation of the work for the project specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable state requirements, and the Sponsors' procurement regulations, as appropriate. See general terms and conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.326 contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. The contracts for services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
4. The Sponsor must provide all construction inspection and quality assurance for the project but must allow NRCS to perform periodic progress checks.
5. Notify NRCS of environmental clearance, modification of construction plans, and any unresolved concerns and issues prior to award of any contracts for installation of the work for the project specified in this agreement.
6. Provide NRCS with a copy of all solicitation and request for bids documents prior to release, as well as all awarded contracts and contract modifications.
7. Accept all financial and other responsibility for any excess costs resulting from its failure to obtain, or delay in obtaining adequate land and water rights; natural resource rights; or Federal, State, and local permits and licenses needed for the work described in this agreement.
8. Take reasonable and necessary action of all contractual and administrative issues arising out of contracts awarded under this agreement.
9. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the term of this agreement must be immediately communicated to NRCS.

AGREEMENT #: _____
SPONSOR: Santa Clara Valley Water District
WATERSHED: Lower Silver

10. Arrange for and conduct final inspection of completed work with NRCS and provide a certification statement to NRCS that the project was completed in accordance with contractual requirements and the terms of this agreement. Secure written concurrence of the State Conservationist before notifying the contractor of the acceptance of the job.
11. Pay the contractor for all services performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," to the NRCS Program/Technical Contact with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.
12. Upon determination of technical acceptability of the completed work, the Sponsor must assume responsibility for the revised operation and maintenance (O&M) plan as provided by NRCS upon acceptance of designs and in accordance with Title 180, Part 500 of the NRCS Operation and Maintenance Manual and Title 390, Part 505, Subpart B, Section 505.11, of the NRCS National Watershed Program Manual.
13. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
14. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in section II.A. These administrative matters include but will not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
15. Comply with the applicable requirements in the attached General Terms and Conditions of this agreement.
16. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contracts for construction of the works of improvement.
17. Ensure that requirements for compliance with environmental and cultural resource laws are incorporated into the construction contract for the works of improvement described in section II.A.
18. Ensure that adequate accident prevention measures are incorporated into the construction contract for the works of improvement described in section II.A. This may require the inclusion of an appropriate accident prevention clause and supplement such as the NRCS supplement to OSHA Parts 1910 and 1926, be made a part of the construction contract. Secure concurrence of the State Conservationist before approving a waiver or an adaptation of any of the safety provisions.
19. Ensure that a written release from the contractor of all claims against the Sponsor arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contractor, be incorporated into the terms of the construction contract and said release is a condition for final payment to the contractor.

AGREEMENT #: _____
SPONSOR: Santa Clara Valley Water District
WATERSHED: Lower Silver

20. Ensure the information in the System for Award Management (SAM) is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.
21. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Conservationist if NRCS funds are involved.
22. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
23. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this project agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Watershed Flood Prevention Operations Program pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
24. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
25. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.
26. Retain all records dealing with the award and administration of the contract for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

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27. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in section III as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

B. NRCS will—

1. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
2. Periodically perform progress checks during construction and participate in the final construction inspection.
3. Review and concur with the contract documents developed for or by the Sponsor.
4. Provide authorized assistance such as, but not limited to, estimates of contract costs, length of contract period, results of tests and studies as available, site investigations, design and layout, and drawings and specifications, as requested by the Sponsor, and as its resources permit.
5. Consult with the Sponsor as requested in preparing the invitation for bids and awarding and administering the contract.
6. Provide the services of Government Representative for final inspection.
7. Make payment to the Sponsor covering the NRCS's share of the cost upon receipt and approval of SF-270, withholding the amount of damages sustained by NRCS as provided for in this agreement.

IV. MILESTONES

Need Timelines:

NRCS sign Watershed Plan Supplemental Agreement:	Date 3/30/18
NRCS approve Sponsor prepared Design, Construction Drawing and Specifications:	Date 3/30/18
Sponsor Awards construction contract:	Date 5/15/18
Date of estimated completion of construction:	Date 3/30/19

V. SPECIAL PROVISIONS

- A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Watershed Flood Prevention Operations Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

AGREEMENT #: _____
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- B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
- D. The State Conservationist may make adjustments in the estimated cost to NRCS for constructing the works of improvement. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
- E. Except for item V.D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
- F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrences described in this agreement.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Santa Clara Valley Water District

* b. Employer/Taxpayer Identification Number (EIN/TIN):

94-1695531

* c. Organizational DUNS:

0691289990000

d. Address:

* Street1:

5700 Almaden Expressway

Street2:

* City:

San Jose

County/Parish:

Santa Clara County

* State:

CA: California

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

95118-3614

e. Organizational Unit:

Department Name:

Design and Construction Unit 2

Division Name:

Watershed Design and Construct

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Karl

Middle Name:

* Last Name:

Neuman

Suffix:

Title:

Capital Engineering Manager

Organizational Affiliation:

Santa Clara Valley Water District

* Telephone Number:

408-630-3059

Fax Number:

* Email:

kneuman@valleywater.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

USDA, Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.923

CFDA Title:

Emergency Watershed Protection Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Cunningham Flood Detention Facility Certification Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant 19

* b. Program/Project 19

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 05/01/2018

* b. End Date: 06/28/2019

18. Estimated Funding (\$):

* a. Federal	4,243,516.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	4,243,516.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. * First Name: Norma

Middle Name: J

* Last Name: Camacho

Suffix:

* Title: Chief Executive Officer

* Telephone Number: 408-265-2600 Fax Number:

* Email: grantsmgmt@valleywater.org

* Signature of Authorized Representative:



* Date Signed:



ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. 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.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Norma J. Camacho	TITLE Chief Executive Officer
APPLICANT ORGANIZATION Santa Clara Valley Water District	DATE SUBMITTED <div style="background-color: yellow; border: 2px solid red; height: 20px;"></div>

SF-424D (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Santa Clara Valley Water District

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:



* DATE:

