



OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATERCRAFT
AND
UNITED STATES FISH & WILDLIFE SERVICE



Boating Infrastructure Grant (BIG) Program Application Guidelines

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Grant Basics

Who is eligible to apply?

BIG Program funds are available to public and private agencies and marinas and other facilities that provide transient tie-up opportunities for non-trailerable (26' or over in length) recreational boats.

When is the application deadline?

The application deadline is July 1. The BIG Program is funded through the Wallop Breaux Trust Fund. All grant proposals for both Tier I and Tier II projects, are due to the ODNR Division of Watercraft, ATTN: BIGP, 2045 Morse Road Building C-4, Columbus OH 43229-6693, by July 1.

Where do funds come from?

Authorized by Congress during the summer of 1998, The Sport Fishing and Boating Safety Act authorizes this competitive grant program. Funds come from the Sport Fish Restoration Account of the Aquatic Resources (Wallop Breaux) Trust Fund. The funds result from a federal excise tax on fishing equipment and motorboat fuels.

How are funds awarded?

All funds are awarded to an appropriate State Agency as a reimbursement grant. For Ohio, the Division of Watercraft is designated as the administering agency for the BIG Program. The Division of Watercraft encourages local units of government and private facilities to participate in this program by submitting grant requests for transient facilities.

These federal funds can be used to reimburse up to 75% of the approved project costs. The remaining "matching" funds must come from state or local sources. For projects with local units of government and private facilities, the local partnering agency will provide the matching funds. The local partnering agency constructs the project, pays the contractor, and is reimbursed up to 75% of the invoice costs by the Division of Watercraft.

Two levels of funding within BIG Program

There are two levels of funding within the BIG Program:

Tier I: An annual maximum of \$100,000 is available to each applying state under the Tier I portion of the BIG Program. States must submit projects that meet program requirements, but they are not competing for the funds against other states. Tier I is designed for smaller projects that add transient boating infrastructure to the area.

Tier II: The remainder of the BIG Program annual funding (\$8 million nationally, less whatever is awarded under Tier I) is typically awarded to larger projects under Tier II. Tier II projects that qualify at

the state level are then competitively judged at the national level. Top scoring projects are awarded an eligible for funding status by the U.S. Fish & Wildlife Service. Awarded projects are fully funded as long as funds are available.

Please note: While both tiers of the BIG Program are very competitive; the level of national competition within Tier II is especially high. Successful projects are of a superior nature and are submitted with very thorough applications. To be competitive in Tier II, we recommend that even the best projects be submitted with a substantial percentage of matching dollars.

We recommend that if you are considering applying for a Tier II project that you contact us early in the application process so that we can provide assistance on the details of your application.

When can the project begin?

Applicants cannot start a project until entering into formal agreement with ODNR. No reimbursement will be given for any work performed prior to entering into a formal agreement with ODNR. The formal agreement is a document (see sample agreement) signed by both the grant recipient and the Director of the Department of Natural Resources. Any costs incurred prior to the Director signing this agreement are the responsibility of the applicant and will not be reimbursed by ODNR. ODNR will send the applicant a fully executed agreement with a formal letter stating permission to proceed with the project. Although each agreement/contract is negotiated separately, a sample agreement is provided for reference.

Eligible Projects

The BIG Program was created to provide funding for construction of facilities that will enhance boating for non-trailerable (26' or over in length) recreational boats when such boats are in transient status.

These facilities include but are not limited to:

Mooring buoys	Bulkheads
Day-docks	Dockside utilities
Navigational aids (channel markers, buoys, directional information)	Pump out stations
Transient slips (slips that boaters with non-trailerable recreational vessels occupy for no more than 10 consecutive days)	Recycling and trash receptacles
Safe harbors for transients	Dockside electric service
Floating docks and fixed piers	Dockside water supplies
Floating and fixed breakwaters	Dockside pay telephones
Restrooms	Debris deflection booms
Retaining walls	Marine fueling stations
	Initial, one-time-only dredging, only to provide transient vessels with safe channel depths to the transient facility.

All facilities constructed under this program must be:

- Secure and safe with service available
- In boating access waters at least 6 feet deep
- On navigable waters
- Designed to accommodate boats 26' in length or greater
- Used by transient boaters (boaters not at their home port and staying not more than 10 consecutive days)
- Open to the public
- Designed and constructed so as to last at least 20 years
- Used for the original stated grant purpose throughout the useful life of the project
- Maintained throughout their useful life
- Within two miles of a public pump out

Conditions

Facilities that participate in the program must allow the feature(s) constructed under the BIG Program to be open to the general public and provide access to shore along with other existing basic features of the facility such as fuel, pump outs, and restrooms. Some type of reservation system must also be available to ensure boaters space when they arrive. Access to other nonessential features of the facility is not required.

Reasonable rates (prevailing rates in the area) may be charged to boaters for transient mooring facilities constructed under the BIG Program.

Activities that are NOT allowed under this program include:

- Routine, custodial and/or janitorial maintenance activities (those that occur regularly on an annual or more frequent basis)
- Construction of slips for long term rental (more than 10 days)
- Construction or maintenance of facilities designed for trailerable boats
- Maintenance dredging
- Dry land storage or haul out facilities
- Activities or construction that does not provide public benefit.

Design & Construction (THIS IS AN IMPORTANT SECTION)

The applicant must not award any construction contracts until after plans and specifications are approved by the Ohio Department of Natural Resources.

The applicant is obliged to cooperate with the Ohio Department of Natural Resources in order to ensure that the contractors comply with Equal Employment Opportunity requirements. This includes all bid advertisements.

All projects funded through this grant program must meet minimum design specifications as outlined in the Ohio Boating Facilities Standards and Guidelines, First Edition [available online from Ohio DNR Watercraft Grant website]. Funded projects must also meet federal ADA requirements for barrier-free access. (See Federal Register 09/03/02 [[PDF; 3.5Megs](#)]. This Federal Register contains information about barrier-free access at boating facilities as well as other types of outdoor recreation facilities.) Design consultants and engineers need to plan accordingly. To obtain a copy of minimum design specifications and ADA requirements for boating facilities funded through the ODNR Division of Watercraft, contact Ted Welsh at 614-265-6410.

NEPA Compliance

Features proposed under the BIG Program cannot cause damage to the environment nor to historic features. If the scope and nature of your project requires an Environmental Assessment (EA) to be completed, it will be the grantee's responsibility to have the EA prepared and approved. All facilities must comply with requirements of the Americans with Disabilities Act.

How Projects Are Scored

In order to score the maximum points possible, the project proposal should include information describing how the project meets the following criteria. Don't assume that this information will be apparent to the grant evaluators. Provide descriptions that sell your project. See the following Rating Scores for actual point values.

- Use of innovative techniques to increase the availability of tie-up facilities for transient vessels 26' or more in length (can include education/information). Innovative aspect(s) of project elicits a "gee-whiz" response.
- The applicant is able to provide a minimum 25% match. Additional points are awarded at increments of 26%, 36%, and 50%. A clear statement describing the source of the matching funds is required.
- Cost effectiveness. Proposals are cost effective when the tie-up facility or access site's features add a high value relative to the proposed expenditure. An example would be a project within an existing harbor that adds high value and opportunity to existing features (restrooms, utilities, etc.). A project that requires installing all of the above would add less value for the cost.
- Project provides a significant link to prominent destination waypoints such as those near metropolitan population centers, cultural or natural areas, or that provide safe harbors from storms.
- Project provides access to recreation, historic, cultural, natural, or scenic opportunities of local, regional, and/or national significance. Points are given for each category, local, regional, and national.
- Project provides significant economic impact to a community. For example, if the project were built, how many boaters would be attracted to the area? How much would they spend in the community? How does that contribute to the economic value of the community?
- Project includes public/private or public/public partnerships. The USFWS or the Division of Watercraft may not be used as partners in this scoring criterion. Additional points are given for up to three or more partnerships. To be considered a partner, the partner must supply something of reasonable and tangible value to the project.
- The project will be operated and maintained at a high standard for transient boating users.
- Project includes documented multi-state efforts that result in coordinating location of tie up facilities.

Prequalification Questions

If all of the following prequalification questions are answered affirmatively, the grant will be scored.

- Will the proposed facilities accommodate transient boats 26 feet and longer?
- Are facilities on navigable waters?

- Are facilities open to the public?
- Is the boating access water at least 6 feet deep?
- Do the proposed improvements have a life expectancy of 20 years or more?
- Are security, safety and service available at the proposed facility?
- Is a public pump out available on site or within 2 miles?
Location of pump out: _____
- Does the proposal contain a minimum of 25% matching funding?

Rating Scores

Scoring Element	Range	Points
Amount of match provided	25%	0
	26-35%	5
	36-49%	10
	50+%	15
Number of public/private or public/public partnerships	1	5
	2	10
	3+	15
Degree of project innovation	None	0
	Low to High	3 to 15
Cost efficiency	No evidence	0
	Above Average	4
	Very Good	7
	Excellent	10
Prominent destination point and/or safe harbor	No	0
	Yes	5
Access to recreational, historical, cultural, natural, or scenic opportunities	National significance	5
	Regional Significance	5
	Local Significance	5
Positive impact on local economy	Very Little	1
	Moderate	3
	Significant	5
Multi-state efforts resulting in coordinated locations for moorage	No	0
	Yes	5
TOTAL POSSIBLE POINTS		85

How to Apply

Get an Application

Contact Ted Welsh (ted.welsh@dnr.state.oh.us, 614-265-6410) if you would like a printed copy of the guidelines and application mailed to you.

How to Fill Out the Application

Please refer to the following guidelines when completing the BIG Program grant application form.

Part I - GRANTING AGENCY INFORMATION:

This simply gives you information on who and how to contact the Division of Watercraft for information about this grant.

Part II - APPLICANT INFORMATION

Cooperating Agency Name: This should be the name of the agency or marina that is applying for the grant.

Provide other information as requested.

Contact Person: Make sure the Contact Person listed is the agency's primary person who will coordinate the project with the Division of Watercraft.

Part III - PROJECT LOCATION

List the facility or marina name, county, and the body of water where marina is located. For body of water, list the name of the river, lake, etc. Also list the nearest city or municipality to the project site.

Part IV - GRANT AMOUNT/PROJECT COST

Indicate whether you are requesting Tier I or Tier II funding. Tier I grant applications are rated by state: Ohio grants only compete against other Ohio grants for funding. Applications for Tier II funding are scored nationwide. Tier II funding is extremely competitive.

Please be accurate when figuring the TOTAL ESTIMATED COST OF THE PROJECT. Taking the time and expending the effort necessary to submit an accurate estimate can avoid unexpectedly high bids and cost overruns.

Estimate project costs based on construction and material prices at least one year from the date of application. This amount must match the GRAND TOTAL from the project components in Section VI. Round all estimated cost to the nearest dollar.

Use the following formula for figuring the GRANT AMOUNT REQUESTED and the MATCH AMOUNT.

Example: Total project cost estimate = \$10,000

Grant amount: $10,000 \times .74 = \$7,400$

Match amount: $10,000 \times .26 = \$2,600$

Part V - PRE-QUALIFICATION QUESTIONS

All questions must be answered "yes" in order to qualify for the Boating Infrastructure Grant Program.

Part VI - PROJECT DESCRIPTION

Provide a detailed narrative of all parts of the project. (Example: The project includes the addition of 10 dock spaces for transient use only and provides water and electric service to docks. Docks will be 30 ft. long....)

Proposed Project Components: Indicate the number of all applicable Project Components. Indicate whether component is a replacement, or new construction. Provide an estimated cost for each component of the project. The "Grand Total" must equal the total project cost listed in Section IV.

Additional itemized sheet(s) for material and labor costs, and/or contractor or engineer's estimate are recommended. An engineer's estimate is best for large projects. If project includes new docks, list the type of docks planned for construction. Are they fixed or floating docks? Are they being purchased from a manufacturer? If possible, provide construction and/or shop drawings.

Please attach a to-scale site plan of the proposed project.

Part VII - PROJECT JUSTIFICATION

Provide a detailed narrative describing the proposed transient infrastructure. This is your chance to sell your project. Be sure to read the How Projects Are Scored section. Additional information is requested from applicants that are applying for the Tier II section of the BIG Program. This additional information is described on the application.

Part VIII - REQUIRED ATTACHMENTS

Make sure all necessary documents listed are attached with your application. It is important that the maps are as detailed and accurate as possible. Location maps copied from USGS Quad maps (from an Internet site is acceptable) are appreciated.

APPLICANT SIGNATURE

Print your name, agency, and title. Sign and date the application.

Return TWO original sets of your application to the address listed by the deadline date.

If Your Project Is Approved for Funding

If the application is approved for funding through the U.S. Fish & Wildlife Service (USFWS), the following procedure will be used:

1. A formal application for agreement will be prepared and submitted to the USFWS. The Division of Watercraft will coordinate this effort; the grant recipient will assist as needed. This application will include more specific information about the project. Issues including community need, project objectives, expected results and benefits, approach, future income, environmental consequences, and historic preservation, will be addressed. **Please be advised that this process will take anywhere from a few to many months, depending on project conditions.**
2. Once the formal application for agreement has been approved by the USFWS, Ohio DNR will enter into a formal project agreement with the USFWS. The agreement period may be up to three years.
3. Upon receipt of the ODNR/USFWS signed agreement, a formal agreement will be drafted by ODNR. The Chief of the Division of Watercraft, the Director of the Department of Natural Resources, and the BIG Program grant recipient must sign this formal grant agreement.
4. ODNR will forward an original agreement to the applicant with a letter of authorization to proceed with the project. The applicant can then begin construction, etc. at their convenience.

NOTE: Most project costs incurred prior to Federal approval and formal agreement between ODNR and the grant recipient are not eligible for reimbursement. **It is imperative that NO construction or purchases commence prior to written approval from ODNR.** Certain pre-agreement costs such as design and archeological surveys may be eligible for reimbursement if and only if a project is selected for funding.

Permit Requirements

The applicant is required to secure all local and state permits required for the project. This may include building and zoning permits, U.S. Army Corps of Engineers permits, a submerged land lease from ODNR, and EPA permits, among others. Permits are not required prior to making application for a grant, but will be required before construction begins.

Project Acknowledgement

A permanent sign acknowledging the Sport Fish Restoration Program is required for all projects. ODNR will provide a sign for this acknowledgment.

Post Construction, Operation and Maintenance

Any facility that is developed with assistance from the Boating Infrastructure Grant Program and the Division of Watercraft shall be operated and maintained in accordance with all provisions of the grant

agreement (see sample). The facility will be operated so as to appear attractive and inviting to the public and shall be kept safe for public use.

Discrimination Prohibited

The applicant/recipient agrees that no person shall, on the basis of race, sex, religion, age, color, any disability as defined in the Americans with Disabilities Act, national origin or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the applicant/recipient receives financial assistance from ODNR Division of Watercraft or U.S. Fish & Wildlife Service.

Liability

The grant recipient agrees to defend and hold the state free from liability in case of claim or suit arising from the construction, operation, or maintenance of this project.

Program Income

Any fees collected by the Cooperating Agency are subject to the provisions of 43 CFR 12.65 “Program Income.” The State will notify the Cooperating Agency by letter of the date when the Cooperating Agency is authorized to collect fees approved in Paragraph 12 (A). Fees collected by the Cooperating Agency prior to the date authorized by the State will be deducted from any reimbursement request submitted to the State by the Cooperating Agency. The amount of fees deducted will be the same percentage as the amount reimbursed in Paragraph 4 of the cooperative agreement.

Sample Cooperative Agreement

The following Sample Cooperative Agreement is included here solely as an example of the agreement that grant recipients enter into with ODNR Division of Watercraft. The Cooperative Agreement is subject to change.

BOATING INFRASTRUCTURE COOPERATIVE AGREEMENT
OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATERCRAFT
AND

(COOPERATING AGENCY NAME)

This Agreement made and entered into this _____ day of _____, 20____, by and between the State of Ohio, acting by and through the Chief of the Division of Watercraft, with the consent and approval of the Director of the Department of Natural Resources, pursuant to Section 1547.72 of the Ohio Revised Code, hereinafter referred to as the "State"; and _____ (MARINA NAME) hereinafter referred to as the "Cooperating Agency," the address of which is _____, for the purpose of _____, (PROJECT DESCRIPTION) (as described in Attachment A), hereinafter referred to as the "Project."

WITNESSETH THAT:

WHEREAS, the Project will promote use of the natural resources of the State of Ohio by members of the general public; and

WHEREAS, Federal Boating Infrastructure Grant funds in the amount of _____ for paying the State's share of construction cost for the Project have been approved by the U.S. Fish & Wildlife Service. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

NOW THEREFORE, it is mutually agreed by the State and the Cooperating Agency that the following are the provisions and stipulations which govern the Project:

1. The Cooperating Agency, his/her agents, representative subcontractors or independent contractors shall perform this project in accordance with the project description in Attachment A which is hereby incorporated by reference as if fully set forth herein. No deletions or additions to the approved cost estimates and project description shall be allowed without approval of the State.
2. The Cooperating Agency shall secure completion of the Project in accordance with locally approved plans and specifications, and shall ensure compliance with all applicable federal, state, and local laws and regulations.
3. The Cooperating Agency is responsible for obtaining all federal, state and local permits and licenses that may be required for this Project.

4. The total estimated cost of the project is _____, which includes all construction and purchasing costs. The State agrees to pay a maximum of ___ percent of the actual project costs or _____, whichever is the lesser, and the Cooperating Agency agrees to pay the remainder. In no event shall the State's share of the Project cost exceed _____. State's share may be adjusted in accordance provisions in Paragraph 12(B).
5. The State will encumber funds to cover the State's share of the Project cost for work to be performed under this Agreement.
6. The Cooperating Agency shall submit documentation of paid invoices for reimbursement by the state. Beginning with the second invoice, each invoice submitted by the Cooperating Agency shall be accompanied by an accounting of all Project costs, to date. The accounting shall show the amount authorized by the State, and the amount paid, to date, by the State. The Cooperating Agency shall retain all pertinent records relating to the Project for a period not less than three (3) years and the State shall have access to said records at all times.
7. The Project plans, specifications, and the cost estimate shall be submitted by the Cooperating Agency to the State for approval prior to the start of any construction, based on the following schedule:

SUBMITTAL	SCHEDULE
Preliminary design drawings and conceptual cost estimate.	Within sixty (60) days of the consultant's contract approval.
Construction drawings, specifications, bid documents, final cost estimates	When construction drawings are 90% complete.

Two (2) copies of all submittals shall be sent to the following address:

Ohio Department of Natural Resources
 Division of Watercraft
 2045 Morse Road Building C-4
 Columbus, Ohio 43229-6693

8. Upon notice to the Cooperating Agency that they have permission to proceed with the project, monthly progress reports will be sent to the State advising the status of the project, and what is yet to be done.
9. Upon completion of the Project, the Cooperating Agency shall notify the State in writing, so that a final review of the Project can be performed. Inspection of the project site may also include employees of the U.S. Fish & Wildlife Service. If deficiencies in the work are noted during this review, the State shall provide to the Cooperating Agency a list of remedial work items to be performed prior to acceptance of the Project. The Cooperating Agency shall notify the State once all remedial work is completed; however, the State shall retain the right to re-examine the Project to assure compliance with all listed remedial work items. The Cooperating Agency hereby grants to the State, the U.S. Fish & Wildlife Service, and its

authorized representatives a right to enter upon the project area with all materials and equipment necessary and convenient for inspection and monitoring purposes.

10. The State will withhold 10% of each reimbursement request as final payment until full accounting is received which will include the final site inspection, completion of any punch list items, and recording of this grant agreement at the County Recorders Office in the county where the project is constructed.
11. The Cooperating Agency agrees to place on or near the project a decal/sign showing funding from the U.S. Fish & Wildlife Service, as provided by the State. In addition, signs acknowledging the ODNR Division of Watercraft may also be required.
12.
 - a. The Cooperating Agency may charge reasonable fees based on the prevailing rate in the area for use of the transient facility in accordance with the guidelines of the U.S. Fish & Wildlife Service and the State. Any fees charged or shall be offered equally, not discriminate against any user group on the basis of residence or membership system. The fee schedule shall be submitted by the Cooperating Agency to the State for approval prior to initial implementation, or anytime a change in the fee schedule is anticipated over the life of the project noted in paragraph 16 below. All fees so charged will be used to defray operation and maintenance costs of the Project. The Cooperating Agency shall establish an account for the deposit of such use fees and the disbursement of funds there from. The Cooperating Agency shall maintain this account for the life of the project noted in paragraph 16 below. The State reserves the right to audit this account.
 - b. Any fees collected by the Cooperating Agency are subject to the provisions of 43 CFR 12.65 "Program Income." The State will notify the Cooperating Agency by letter of the date when the Cooperating Agency is authorized to collect fees approved in Paragraph 12 (A). Fees collected by the Cooperating Agency prior to the date authorized by the State will be deducted from any reimbursement request submitted to the State by the Cooperating Agency. The amount of fees deducted will be the same percentage as the amount reimbursed in Paragraph 4 , or ___ percent of the amount collected by the Cooperating Agency.
13. The Cooperating Agency certifies that neither it nor its employees are public employees of the State under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the Cooperating Agency carries Workers' Compensation coverage.
14. The Cooperating Agency agrees to comply with all applicable state and federal laws regarding drug-free workplace.
15. The Cooperating Agency hereby agrees to hold harmless and indemnify the State for any and all claims and liability for personal injury, including death, or property damage made by third parties against the Cooperating Agency or the State arising from or connected with work performed under this agreement by the Cooperating Agency provided that any

liability, claim or obligation, in law or in equity, directly between the Division, the State, and the Cooperating Agency, shall be determined in accordance with applicable Ohio law. It is understood and agreed that on and after the date of this agreement, the Cooperating Agency will not bring, commence, prosecute, maintain, or cause to be brought, commenced, prosecuted or maintained, any suit or action in any court in the United States or in any state thereof or elsewhere against the Division or State for any damage or injuries to the Cooperating Agencies property or personal injury, including death, arising out of or connected in anyway with the design, construction, or maintenance on the above described property. Provided, however, that the Cooperating Agency assumes no liability for any action or suit brought by any party against the Division or State or Landowner for any damages allegedly caused by or resulting from the work performed by the Division or the State.

16. The project shall be open for use to the public at all times during normal operating hours. Upon completion of the Project, the Cooperating Agency agrees to operate and maintain the facilities, and to prohibit uses of the facilities that conflict with its intended purpose as outlined in 50 CFR Part 86 for a period of not less than twenty (20) years from the date of this agreement. The Cooperating Agency will make ample provisions each year for maintenance. The State assumes no responsibility to operate or maintain the Project.
17. If the Cooperating Agency does not comply with all terms of this Agreement, the Agreement shall be void and the Cooperating Agency shall return all State funds from the Boating Infrastructure Grant program that have been expended as part of this Agreement within ninety (90) days of said termination.
18. The Agreement period for construction and reimbursement is the remainder of the current fiscal biennium for the State of Ohio. Work shall commence upon entering into the agreement and shall terminate at midnight on June 30, 20__, unless the contract is terminated sooner or renewed as herein provided.
19. At the option of the State of Ohio, the contract may be renewed under the same terms and conditions for the biennium beginning July 1, 20__, and ending June 30, 20__. Any purchase orders issued against the contract, or any renewal thereto, shall not be valid unless the Director of OBM shall first certify, under Section 126.07 of the Revised Code, that there is a balance in the user agency's appropriation not already obligated to pay existing obligations.
20. The Cooperating Agency and his or her spouse affirms that they have not made, as an individual, within the past two calendar years, one or more contributions totaling in excess of \$1000.00 to the Governor or his election committees, consistent with the restrictions of Section 3517.13 of the Revised Code.
21. The Cooperating Agency agrees and shall require all of his/her agents, representatives, subcontractors, or independent contractors to agree that they shall fully comply with the Provisions of the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in the Department of Labor Relations (29 CFR Part 3).

22. The Cooperating Agency agrees:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract that any contractor or subcontractor shall not, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry discriminate against any citizen of this state in the employment of any person qualified and available to perform the work to which the contract relates;
- b. That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall in any manner discriminate against, intimidate, or retaliate against employee hired for the performance of work under the contract on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry.

23. The Cooperating Agency agrees to comply with all provisions of the Americans with Disabilities Act and agrees to assume full responsibility for non-compliance therewith.

24. The Cooperating Agency affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Cooperating Agency agrees that if this representation and warranty is deemed to be false, the Contract shall be void ab initio as between the parties to this contract, and any funds paid by State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

IN WITNESS WHEREOF, the State of Ohio, Department of Natural Resources and the Cooperating Agency, have caused this Agreement to be executed by their respective officers duly authorized as of the first above written date.

FOR THE COOPERATING AGENCY:

FOR THE STATE OF OHIO:

TYPED NAME AND TITLE

CHIEF, DIVISION OF WATERCRAFT/Date

SIGNATURE/Date

DIRECTOR, DEPT OF NATURAL RESOURCES/Date

FEDERAL TAX IDENTIFICATION NUMBER

ATTACHMENT A

(Attachment A is a description of the scope of the project. The Cooperating Agency will provide Attachment A.)