

# Grant and Cooperative Agreement

CHOOSE ONE:

 COOPERATIVE AGREEMENT

 GRANT

 CHOOSE ONE:     EDUCATION     FACILITIES     RESEARCH     SDCR     TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L13AC00052		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 04/16/2013		4. COMPLETION DATE			
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) COCHISE, COUNTY OF Attn: ATTN GOVERNMENT POC 1415 MELODY LN BLDG G BISBEE AZ 85603-3037				6. ISSUED BY    BLM AZ-STATE OFC ADMN SVCS (AZ951) Mailing Address: ONE N. CENTRAL AVE, SUITE 800 PHOENIX AZ 85004					
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Ann English,    board@cochise.az.gov 520-432-9200					
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.									
10. RESEARCH, PROJECT OR PROGRAM TITLE COCHISE COUNTY COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)									
11. PURPOSE See Schedule									
12. PERIOD OF PERFORMANCE (Approximately) 04/16/2013 through 04/15/2018									
13A.		AWARD HISTORY			13B.		FUNDING HISTORY		
PREVIOUS		\$0.00			PREVIOUS		\$0.00		
THIS ACTION		\$20,000.00			THIS ACTION		\$20,000.00		
CASH SHARE		\$0.00			<b>TOTAL</b>		<b>\$20,000.00</b>		
NON-CASH SHARE		\$0.00							
RECIPIENT SHARE		\$0.00							
<b>TOTAL</b>		<b>\$20,000.00</b>							
14. ACCOUNTING AND APPROPRIATION DATA 01									
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS			
0020018327									
15. POINTS OF CONTACT									
		NAME		MAIL STOP		TELEPHONE		E-MAIL ADDRESS	
TECHNICAL OFFICER		Andrew Atkinson		TFO		520-258-7240		aaatkinson@blm.gov	
NEGOTIATOR									
ADMINISTRATOR		Eddie Bell				602-417-9268		ebell@blm.gov	
PAYMENTS									
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Hazardous Fuels Reduction for Rural Communities, Not in U.S.C., P.L. 109-54, Department of the Inter									
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input checked="" type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS					
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT					
CONTRACTING/GRANT OFFICER Eddie Bell		DATE 04/16/2013		AUTHORIZED REPRESENTATIVE		DATE			

## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>CFDA Number: 15.228 DUNS Number: 020126041+0000</p> <p>11. PURPOSE: FY 2013 AVAILABILITY OF FUNDS UNDER A CONTINUING RESOLUTION</p> <p>Funds are not presently available for performance under this financial assistance agreement beyond the date of any continuing resolution. The Government's obligation for performance of this financial assistance agreement beyond that date is contingent upon the availability of appropriated funds from which payment for work performed under this financial assistance agreement can be made. No legal liability on the part of the Government for any payment may arise for performance under this financial assistance agreement beyond that date until funds are made available to the Grants Management Officer for performance and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Management Officer.</p> <p>*****</p> <p>This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Arizona State Office (BLM), and the Cochise County Community Wildfire Protection Plan (CWPP) for the purpose of supporting Cochise County in their efforts to create and implement a Community Wildfire Protection Plan (CWPP). Creating and implementing a CWPP will help Cochise County identify areas of Wildland Urban Interface (WUI) and specific concerns associated with those areas. The CWPP will outline projects to reduce threats to communities and structures in the WUI as well as other activities further outlined in the Statement of Joint Objectives. These projects and efforts may involve other</p> <p>Continued ...</p>				

## Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>state and county cooperators.            Delivery Location Code: 0004276213            BLM-AZ TUCSON FIELD OFFICE            3201 E. UNIVERSAL WAY            TUCSON AZ 85756 US</p> <p>Account Assignment: K G/L Account: 6100.411C0            Business Area: L000 Commitment Item: 411C00 Cost            Center: LLAZG00000 Functional Area:            LF3100000.DD0000 Fund: 13XL1125AF Fund Center:            LLAZG00000 Project/WBS: LF.HF.CH210000 PR Acct            Assign Line: 01            Period of Performance: 04/16/2013 to 04/15/2018</p> <p>Initiate COCHISE COUNTY COMMUNITY WILDFIRE            PROTECTION PLAN (CWPP) FY13            Obligated Amount: \$20,000.00            IT Approval Num: N</p> <p>Objective</p> <p>Efforts to minimize the disastrous effects of            wildfire in Cochise County have been underway for            many years; these efforts have resulted in            communities within Cochise County developing            their own approaches to preparing for Wildland            fire. Developing a county wide CWPP was initiated            in 2011 to bolster the efforts of large            communities and incorporate smaller communities            into a larger plan. This county program will            bring together Federal, State, County, and local            partners to maximize efforts to prepare private            property and adjoining public lands to allow fire            to play its natural role in ecosystems without            devastating effects on life and property.            BLM Point of Contact (POC) is Eddie W Bell Jr,            Continued ...</p>				20,000.00

# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>Grants Management Specialist, 775-861-6435. BLM Program Officer is Andrew Atkinson Phone 520-258-7240</p> <p>The total amount of award: \$20,000.00. The obligation for this award is \$20,000.00.</p>				

A. Purpose.

This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Arizona State Office (BLM), and the Cochise County Community Wildfire Protection Plan (CWPP) for the purpose of supporting Cochise County in their efforts to create and implement a Community Wildfire Protection Plan (CWPP). Creating and implementing a CWPP will help Cochise County identify areas of Wildland Urban Interface (WUI) and specific concerns associated with those areas. The CWPP will outline projects to reduce threats to communities and structures in the WUI as well as other activities further outlined in the Statement of Joint Objectives. These projects and efforts may involve other state and county cooperators.

B. Objective.

Efforts to minimize the disastrous effects of wildfire in Cochise County have been underway for many years; these efforts have resulted in communities within Cochise County developing their own approaches to preparing for Wildland fire. Developing a county wide CWPP was initiated in 2011 to bolster the efforts of large communities and incorporate smaller communities into a larger plan. This county program will bring together Federal, State, County, and local partners to maximize efforts to prepare private property and adjoining public lands to allow fire to play its natural role in ecosystems without devastating effects on life and property.

C. Authority.

Hazardous Fuels Reduction for Rural Communities, Not in U.S.C., P.L. 109-54, Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title I.

D. Benefits.

The activity to be undertaken through this agreement is in furtherance of the recipient's and BLM's mission by the providing the following benefits: The public will benefit from the increased fire safety of their community and concurrently become informed, educated, and proactive on how best to protect their homes/property from wildfires. The public will also benefit through the collaborative process of CWPP creation by providing input of areas of greatest concern of wildfire threat. The activities and educational efforts would also serve to increase the communities overall preparedness in case of wildfire and/or other emergencies. The public will also benefit from increased protection of infrastructure, watershed, and other resources vital to communities. The principle purpose of this project is to reduce the threat of wildland fire on communities, through fuel reduction and public education. The BLM receives a secondary benefit of stronger partnerships, and safer work environment for firefighters when fire threatens communities. Also the following BLM performance measures;

Mission Area 1 (M1): Provide Natural and Cultural Resource Protection and Experiences  
GOAL 4 (G4): Manage the Impacts of Wildland Fire (Full Goal: We will swiftly act to

minimize the risk of unwanted wildland fire whenever possible. When unwanted wildfires occur, we will work to control their spread and effects on safety, public and private property, and the environment.)

Strategy 2 (S2): Adapt Communities to Wildfires

M1G4S2.01: Percent of acres treated which achieve fire management objectives as identified in applicable management plans.

## II. Definitions.

A. **Agreement:** This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term “grant” includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. **Award Recipient:** The Award Recipient is the recipient’s individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. **Bureau of Land Management (BLM).** May also be referred to as Bureau.

D. **\* (\*).** May also be referred to as recipient.

E. **Code of Federal Regulations (CFR).**

F. **Federal Financial Report (FFR).**

G. **Fiscal Year (FY):** The Federal fiscal year which begins on October 1 of one year and extends through September 30 of the following year.

H. **Financial Assistance Administrator/Grants Management Officer (GMO):** The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

I. **Not-to-Exceed (NTE) Amount:** The maximum Federal funding amount available for reimbursement to the recipient.

J. **Office of Management and Budget (OMB).** All OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: [www.whitehouse.gov/omb/grants/index.html](http://www.whitehouse.gov/omb/grants/index.html).

K. **Program Officer (PO):** The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Program Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FFRs, payments when the recipient is on agency review, and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this

agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

L. Project Director (PD)/Principle Investigator (PI): is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

### III. Project Management Plan.

#### A. The recipient agrees to:

1. Oversee the creation of a county wide Community Wildfire Protection Plan
2. Work to implement projects outline in the CWPP
3. Perform initial information gathering such as identifying areas of Wildlands Urban Interface and conducting community risk assessments of the potential for catastrophic Wildlands fire to communities in Pima County.
4. Conduct home assessments and create defensible space in the community as identified in the CWPP that may be threatened by a wildfire from adjacent BLM lands.
5. Reduce the frequency of wildfires, initiating on private lands with the potential of spreading to public lands.
6. Reduce the opportunity of wildfires spreading from public land to private property.
7. Educate the local community about the risk of wildfires to their community and the steps they can be taken to mitigate that risk.
8. Recipients may be required to cut, pile, haul, chip and remove hazardous vegetation using hand and power tools or other equipment on or adjacent to private, State, County or Federal lands within the scope of this project as specified in the Statement of Joint Objectives.
9. Recipients will be responsible for providing labor in the overall assistance of the project
10. Recipients shall furnish all materials, workforce, and equipment necessary to perform and to meet all the requirements.

#### B. The BLM agrees to:

Identify a Fire Mitigation Specialist who will work in cooperation and in conjunction with Pima County. The BLM representative will ensure that projects identified and being implemented by Pima County meet and are completed according to BLM standards. Attend core team meetings to provide technical assistance during the creation and implementation of CWPP. Complete NEPA for hazardous fuel treatments that incorporate BLM managed lands.

C. The recipient and the BLM both agree to:

1. *The original proposal is accepted as is*

D. The following recipient's documents are incorporated by reference: Project Proposal entitled "Cochise County Community Wildfire Protection Plan," dated 14 March 13, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, and SF 424B, Assurances – Non-Construction Programs.

IV. Term of Agreement.

A. This agreement shall become effective on the date of signature of the GMO and may remain in effect for up to 5 years. The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

B. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

C. A request for an extension that is received by the GMO after the expiration date will not be honored.

D. This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or 2 CFR Subpart C, Section 215.61 for institutions of higher education, hospitals, other non-profit and all other organizations.

V. Financial Support.

A. Funding. This agreement shall be funded each FY based on the availability of BLM funding.

B. FY Carryover. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY for this award.

C. Maximum Obligations. The total obligations, including modification, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of Federal funds above the current obligated amount.

D. Cost Sharing. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or 2 CFR, Subpart C, Section 215.23 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. Program Income. Program income generated for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or 2 CFR, Subpart C, Section 215.24 for institutions of higher education, hospitals, other non-profit and all other organizations.

## VI. Payments

### A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system (www.ASAP.gov). ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2 The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The first ten characters will be the agreement number. The remaining four characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement.

3. Advance Payments. Since payments under this agreement will be made by the United States Department of Treasury through the ASAP system within a 3 day period after request; there should be a minimal need for advance payments.

4. Drawdown. Treasury Circular 1075 (31 CFR 205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

## VII. Property Management and Disposition.

A. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.73 for State, local and Indian tribal governments or 2 CFR, Subpart C, Section 215.30 through 215.37 for institutions of higher education, hospitals, other non-profit and all other organizations.

B. Indemnification. The recipient shall indemnify and hold the Government harmless from any and all losses, damages, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the Recipient, its employees, subcontractors, or agents under this agreement, to the extent the laws of the state where the recipient is located.

C. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

## VIII. Deliverables and Reports.

### A. Financial Status Reports:

1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed **original** and one copy of the **semiannual** Federal Financial Report (FFR), SF 425, to report the status of funds for this agreement. The first report will cover from date of award to **30 Sept 2018** the reporting periods are: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 and will continue through the life of the agreement. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An **original** and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

3. Recipients who are placed on agency review shall submit an **original** and one completed copy of the SF 270, Request for Advance or Reimbursement, to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FFR requirement unless reimbursement is only requested on a quarterly basis.

4. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

### B. Performance Reports:

1. Recipient shall submit an original and one copy of the yearly performance report(s) to the GMO and PO within 90 days after the end of the reporting period. Copies of this report may be required to be included with any application for continuing support of the agreement. The reporting period ends **September 30 of each year**. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or 2 CFR, Subpart C, Section 215.51 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Recipient's submitted proposal, Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished, and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome

problems shall also be provided. In addition, the following performance measures must be included in the performance report:

***Mission Area 1 (M1): Provide Natural and Cultural Resource Protection and Experiences***

***GOAL 4 (G4): Manage the Impacts of Wildland Fire (Full Goal: We will swiftly act to minimize the risk of unwanted wildland fire whenever possible. When unwanted wildfires occur, we will work to control their spread and effects on safety, public and private property, and the environment.)***

***Strategy 2 (S2): Adapt Communities to Wildfires***

***M1G4S2.01: Percent of acres treated which achieve fire management objectives as identified in applicable management plans.***

2. An original and one copy of the final performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. Non-compliance: Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

**IX. Key Officials.**

The key officials listed on the cover page are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

<b>Bureau of Land Management</b>	<b>Recipient Contact Information</b>
<p><b><u>Grants Management Officer</u></b></p> <p>Name: Eddie W Bell Jr  Title: Agreements Specialist  Entity: BLM ASO  Address: One North Central Suite  800  Phoenix, AZ 85004  Phone: (602) 417-9268  Fax: (602) 417-9462  Email: <a href="mailto:ebell@blm.gov">ebell@blm.gov</a></p> <p><b><u>Program Officer</u></b></p> <p>Name: Andrew Atkinson  Title: Fire mitigation Specialist  Entity: BLM TFO</p>	<p><b><u>Authorized Representative</u></b></p> <p>Name: Ann English  Title: Chairman of the Board of  Supervisors  Entity: Cochise County  Address: 1415 Melody Lane Building C  Bisbee AZ 85603  Phone: 520-432-9200  Fax: 520-432-5016  Email: <a href="mailto:board@cochise.az.gov">board@cochise.az.gov</a></p> <p><b><u>Program Officer</u></b></p> <p>Name:  Title:  Entity:</p>

Address: 320 E Universal Way  
Tucson AZ 85756  
Phone: 520-258-7540  
Fax:  
Email: [aaatkinson@blm.gov](mailto:aaatkinson@blm.gov)

Address:  
Phone:  
Fax:  
Email:

**Administrative Contact**

Name: Eddie W. Bell Jr.  
Title: Agreements Specialist  
Entity: BLM ASO  
Address: One North Central Suite  
800  
Phoenix, AZ 85004  
Phone: (602) 417-9268  
Fax: (602) 417-9462  
Email: [ebell@blm.gov](mailto:ebell@blm.gov)

**Administrative Contact**

Name: Lisa Marra  
Title: Grants Administrator  
Entity: Cochise County  
Address: 1415 Melody Lane Building C  
Bisbee AZ 85603  
Phone: 520-432-9742  
Fax: 520-432-9758  
Email: [Lmarra@cochise.az.gov](mailto:Lmarra@cochise.az.gov)

**X. Standard Award Terms and Conditions**

**A. Administrative and National Policy Requirements:**

1. Office of Management and Budget (OMB) Circulars

By accepting Federal assistance, your organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program.  
<http://www.whitehouse.gov/omb/circulars/>

2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions

2 CFR Part 225 (OMB Circular A-87) - Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations

2 CFR Part 215 (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

a. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here:  
<http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.

b. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

2. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

**(To view referenced CFRs put cursor on link and press control + click)**

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following ):

[2 CFR Part 25 Central Contractor Registration and Data Universal Numbering System](#)

[2 CFR Part 170 Reporting Subawards and Executive Compensation](#)

[2 CFR Part 175 Trafficking Victims Protection Act of 2000](#)

[43 CFR 12\(A\) Administrative and Audit Requirements and Cost Principles for Assistance Programs](#)

[43 CFR 12\(E\) Buy American Requirements for Assistance Programs](#)

[43 CFR 12\(C\) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local](#)

[43 CFR 12\(F\) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations](#)

[43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace](#)

[2 CFR Part 1400 Government-Wide Debarment and Suspension \(Nonprocurement\)](#)

[43 CFR 18 New Restrictions on Lobbying](#)

**B. Opposition to Any Legislation.** In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

**C. Endorsements.** Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

**D. Retention and Access Requirements for Records.** All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or 2 CFR, Subpart C, Section 215.53 for institutions of higher education, hospitals, other non-profit and all other organizations.

IG's Office Access to Records - Recipients shall provide additional access for the Inspector General's office to examine recipient's records and to interview officers/employees of recipient.

**E. Increasing Seat Belt Use.** Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

**F. Amendments.** The agreement may be amended by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or 2 CFR, Subpart C, Section 215.62 for institutions of higher education, hospitals, other non-profit and all other organizations.

All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the agreement.

All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

**G. Budget and Program Plan Revision.** The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and Program Officer (PO).

**H. Audit Requirements.** Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at [http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html).

Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 2 CFR, Subpart C 215.26, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional

information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

**I. Metric Conversion.** All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

**J. Officials Not to Benefit.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

**K. Reimbursable Costs and Limitations.** The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the recipient chooses to expend funds in excess of the approved project budget, the recipient will be responsible to fund the excess without funding participation by the Bureau.

**L. Inspection.** The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

**M. Copyrights.**

1. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 2 CFR, Subpart C 215.36(a), shall apply:

“The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.”

2. For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

“The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.”

**N. Rights to Data.** For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 2 CFR, Subpart 215.36(c), shall apply:

"The Federal Government has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.”

#### **O. Procurement Procedures**

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

**P. System for Award Management (SAM):**

**System for Award Management (SAM):** <http://www.sam.gov> / is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements and other forms of federal assistance.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.11.210 of the attachment to OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient: means an entity that:

- a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XI. Special Terms and Conditions.

A. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR, Part 215; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

B. Deposit of Publications. In addition, if required in the Project Management Plan submit, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior  
Natural Resources Library  
Interior Service Center  
Gifts and Exchanges Section  
1849 C Street, N.W.  
Washington, D.C. 20240

C. Monitoring. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such document. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such documents.

END OF AGREEMENT