

**City of Carson City
Agenda Report**

Date Submitted: 6/26/12

Agenda Date Requested: 7/5/12

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Fire Department

Subject Title: For Possible Action: To accept a Bureau of Land Management grant and authorize the city to sign the Grant and Cooperative Agreement for a Wildland Fire Management grant in the amount of \$30,000.00. *(Stacey Giomi)*

Staff Summary: The Board of Supervisors is required to accept grants in excess of \$25,000, pursuant to policy. This grant was submitted by the Fire Department through the Bureau of Land Management. The grant will provide funding for the department's "You Call – We Haul" wildland fuel reduction program and for wildland property assessments.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept a Bureau of Land Management grant and authorize the city to sign the Grant and Cooperative Agreement for a Wildland Fire Management grant in the amount of \$30,000.00. *(Stacey Giomi)*

Explanation for Recommended Board Action: The program being funded by this grant provides for the evaluation of each parcel in the wildland/urban interface and for education and assistance to property owner to reduce/remove hazardous wildland fuels. The program provides for dump trailers/dumpsters that can be loaded with debris and removed at no cost to the homeowner.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: The Fire Department will receive \$30,000 to be used for this program.

Explanation of Impact: The BLM will provide the funding to the fire department on a reimbursement basis.

Funding Source:

Alternatives: Do not accept the grant award and discontinue the program.

Supporting Material: Grant and Cooperative Agreement

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By: Robert S. Giomi
(Fire Chief)

Date: 6/26/12

[Signature]
(City Manager)

Date: 6/26/12

[Signature]
(District Attorney)

Date: 6/26/12

[Signature]
(Finance Director)

Date: 6/26/12

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
- GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L12AC20470		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 06/27/2012		4. COMPLETION DATE			
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) CARSON CITY, CITY OF Attn: ATTN GOVERNMENT POC 777 S STEWART CARSON CITY NV 89701-5218				6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC (NV955) Mailing Address: 1340 FINANCIAL BLVD. RENO NV 89502					
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Robert S. Giomi sgiomi@carson.org 775-283-283-7150					
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.									
10. RESEARCH, PROJECT OR PROGRAM TITLE Carson City District Office-Community Fire Assistance Program "You Call / We Haul"									
11. PURPOSE See Schedule									
12. PERIOD OF PERFORMANCE (Approximately) 07/01/2012 through 06/30/2017									
13A.		AWARD HISTORY			13B.		FUNDING HISTORY		
PREVIOUS		\$0.00			PREVIOUS		\$0.00		
THIS ACTION		\$30,000.00			THIS ACTION		\$30,000.00		
CASH SHARE		\$0.00			TOTAL		\$30,000.00		
NON-CASH SHARE		\$0.00							
RECIPIENT SHARE		\$25,848.25							
TOTAL		\$30,000.00							
14. ACCOUNTING AND APPROPRIATION DATA 01									
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS			
0020005700									
15. POINTS OF CONTACT									
	NAME		MAIL STOP	TELEPHONE		E-MAIL ADDRESS			
TECHNICAL OFFICER	Dennis R. Terry			775-885-6197		d80terry@blm.gov			
NEGOTIATOR									
ADMINISTRATOR	Eddie W. Bell			775-861-6435		ebell@blm.gov			
PAYMENTS									
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Public Law 111-88 Wildland Fire Management									
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input 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 Susan Kaller		DATE		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)
00010	<p>CFDA Number: 15.228 DUNS Number: 782889851+0000</p> <p>11. PURPOSE: This agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), and the Carson City Fire Department (CCFD), for the purpose better educating the public by conducting public outreach on how to reduce the risk and impact of wildland fire in Nevada communities through wildfire protection planning and by maintaining defensible space surrounding homes and structures; thus enhancing the fire protection capability of communities located in the BLM Carson City District Office, Carson City, Nevada area.</p> <p>Delivery Location Code: 0004276806 BLM-NV CARSON CITY DISTRICT OFFICE 5665 MORGAN MILL RD CARSON CITY NV 89701 US</p> <p>Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLNVC00340 Functional Area: LF3100000.AM0000 Fund: 12XL1125AF Fund Center: LLNVC00340 Project/WBS: LF.HF.JC820000 PR Acct Assign Line: 01 Period of Performance: 07/01/2012 to 06/30/2017</p> <p>CCFD YOU CALL WE HAUL BASE YEAR Obligated Amount: \$30,000.00</p> <p>BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. BLM Program Officer is Dennis Terry Phone Continued ...</p>				30,000.00

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)
	775-885-6197 The total amount of award: \$30,000.00. The obligation for this award is \$30,000.00.				

I. Statement of Joint Objectives

A. Purpose:

This agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), and the Carson City Fire Department (CCFD), for the purpose better educating the public by conducting public outreach on how to reduce the risk and impact of wildland fire in Nevada communities through wildfire protection planning and by maintaining defensible space surrounding homes and structures; thus enhancing the fire protection capability of communities located in the BLM Carson City District Office, Carson City, Nevada area.

B. Objectives:

To reduce hazardous fuels in and around homes within the community of Carson City, NV that border federal lands.

To increase firefighter safety as well as enhance the fire protection capabilities of the federal and local firefighters in the wildland / urban interface.

Collect removed fuels, maintain transport trailers, and assist with the transportation costs of collecting and delivering of the hazardous fuels biomass.

To haul removed fuels to a biomass facility;

Provide public outreach information of this program to Carson City community.

C. Authority:

Public law 111-88 - Wildland Fire Management

The program (CFDA#15.228 – National Fire Plan – Wildland Urban Interface Community Fire Assistance) was established to implement the National Fire Plan and assist communities at risk from catastrophic wildland fires by providing assistance for activities that include assessment and planning, mitigation activities, community and homeowner education, hazardous fuels reduction, monitoring, and maintenance, training, and equipment purchases.

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:

- Having reduced fire loss.
- The development of fire prevention programs.
- Community education related to wildfire in the urban interface.
- The reduction of occurrence and intensity of wildland fires within the urban interface.

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. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

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

D. Awardee: The entity in receipt of federal financial assistance; may also be referred to as the recipient.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 2 CFR Part 215, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to Higher Education, Hospitals and other Non-Profit Organizations. They are found on-line at: <http://www.gpoaccess.gov/>

F. Federal Financial Report (FFR): The SF-425 is the OMB required form for reporting expenditure of the funds for assistance agreements.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1, extends for 12 months, and ends on 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. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

J. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us/nrs/>

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

L. 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.

M. 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 (PD) 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.

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

O. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States.

III. Project Management Plan.

A. The recipient agrees:

To reduce hazardous fuels in around homes and properties within the community of Carson City, NV that border public lands; increase firefighter safety for both federal and City wildland firefighters; collect and remove fuels and haul to a biomass facility; purchase equipment, maintain equipment and transportation costs for collected hazardous vegetation; and associated media costs of informing City residents of the "You call / we haul" program.

B. The BLM agrees:

Provide payment to Carson City Fire Department in accordance with Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations for all facets of the "You call / we haul" hazardous fuels reduction program

C. The Recipient and the BLM agree:

To work jointly to promote the program for removing and hauling hazardous fuels that surround homes and properties within the community of Carson City, Nevada, that also border public lands, thereby increasing fire fighting safety for federal and Carson community wildland firefighters.

D. The following recipient's documents are incorporated by reference: Project Proposal entitled L12AS00109 Carson City District Office-Community Fire Assistance Program "You Call / We Haul" Title from SF 424 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 will 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. Modifications:

1. 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.
2. 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 215.61 for institutions of higher education, hospitals, and other non-profit organizations.
3. All other changes will 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, will be allowed in any manner or degree to amend or otherwise effect the terms of the agreement.
4. All requests for amendment of the agreement will be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. A request to extend the project and/or budget period will 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 will 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. 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.

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 Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

V. Financial Support.

A. Funding: This agreement will 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 amendments, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM will not be responsible to pay for nor will 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 will be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or 2 CFR Part 215.23 for institutions of higher education, hospitals, and other non-profit organizations.

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

F. CCR: Prior to award the Recipient will register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

- Obtain a valid Dun & Bradstreet Number (D&B) from Dun & Bradstreet @ <http://www.dnb.com>/or by calling them at 800-333-0505.
- Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

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 will be limited to the minimum amounts needed and will 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 will 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.

5. Agency review: May be instituted by the BLM for the following reasons:
 - Documented history of poor performance;
 - Evidence of financial instability;
 - Management systems that do not meet the standards prescribed in the applicable OMB Circular;
 - Non-compliance with the terms and conditions of the current award (e.g. consistently delinquent on reporting);
 - Consistently drawing-down funds from incorrect line items;
 - Drawing-down of funds in excess of reimbursement need or more than 3 days in advance of expenses incurred.

The BLM will notify in writing that your organization is being placed on agency review. During the period your organization is on agency review, you may be allowed to drawdown funds after submission of a request for reimbursement from Automated Standard Application for Payment (ASAP) and by submitting a Request for Advance or Reimbursement, SF-270 to the GMO for review and approval. Additionally, attached to the SF-270 will be detailed information of costs by budget categories that reflect the requested dollar amount. When you submit your request for reimbursement to ASAP, on the confirmation screen, the payment request status will read: Awaiting Federal Program Agency (FPA) Approval. Your payment will be delayed until the appropriate paperwork has been received and approved.

Your organization will remain on agency review until a corrective actions plan which specifies the actions your organization will take to mitigate the problem(s) identified above have been submitted to the BLM and have been implemented to the BLM's satisfaction. The BLM will remove your organization from agency review upon your written request and on its discretion that the identified problems have been corrected.

VII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents will 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 Parts 215.30 through 37 for institutions of higher education, hospitals, and other non-profit organizations.

VIII. Liability.

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]".

IX. 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 will submit quarterly a completed original and one copy of the SF 425, to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information or SF 424B, Budget Information (whichever one applies).

The reporting periods are: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter - July 1 through September 30; and will continue through the life of the agreement. The reports will 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 on the basis of their financial management system, as identified on the SF-425, cash or accrual.

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 will 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.
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:

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 Part 215.51 for institutions of higher education, hospitals, and other non-profit organizations.

The performance report will 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 will also be provided.

1. Recipient will submit an annual brief summary performance report to the GMO within 90 days after the end of the reporting period which for annual reports is September 30th (end of the fiscal year).
2. Copies of this report may be required to be included with any application for continuing support 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 being placed on agency review, withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

X. Key Officials.

The key officials listed below 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.

Bureau of Land Management Contact Information:

Bureau of Land Management

Grants Management Officer

Name	Susan Kaller
Title	Agreements Specialist
Entity	BLM Nevada State Office

Recipient Contact Information

Authorized Representative

Name	Robert S. Giomi
Title	Fire Chief
Entity	Carson City Fire Department

Address	1340 Financial Blvd.
City State Zip	Reno, NV 89502
Phone	775-861-6559
Fax	775-861-6624
Email	Susan_Kaller@blm.gov

Address	777 S. Stewart St.
City State Zip	Carson City NV 89701
Phone	775-283-7150
Fax	775-887-2209
Email	sgioni@carson.org

Program Officer

Name	Dennis Terry
Title	Fire Mitigation and Education
Entity	BLM CCDO
Address	5665 Morgan Mill Rd.
City State Zip	Carson City, NV 89701
Phone	(775) 885-6197
Fax	775-885-6100
Email	d80terry@blm.gov

Program Manager

Name	Robert S. Giomi
Title	Fire Chief
Entity	Carson City Fire Department
Address	777 S. Stewart St.
City State Zip	Carson City NV 89701
Phone	775-283-7150
Fax	775-887-2209
Email	sgioni@carson.org

Administrative Contact

Name	Eddie W Bell Jr
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	1340 Financial Blvd
City State Zip	Reno, NV 89502
Phone	775-861-6435
Fax	775-861-6624
Email	Eddie_Bell@blm.gov

Administrative Contact

Name	Loralei Barr
Title	Management Assistant III
Entity	Carson City Fire Department
Address	777 S. Stewart St.
City State Zip	Carson City NV 89701
Phone	775-283-7145
Fax	775-887-2209
Email:	lbarr@carson.org

XI. Standard Award Terms and Conditions

A. Administrative and National Policy Requirements:

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."

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.

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: Program legislation/regulation, and 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):

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

- [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](#)
- [2 CFR Part 1400 Government-Wide Debarment and Suspension \(Nonprocurement\)](#)
- [43 CFR 18 New Restrictions on Lobbying](#)

2 CFR part 182; sections 5152–5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707.

Termination: 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 215.61 for institutions of higher education, hospitals, and other non-profit organizations.

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 will 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 will 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 will 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 will 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, and other non-profit organizations.

IG's Office Access to Records - Recipients will 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 subawards 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. 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).

G. Audit Requirements:

Non-Federal entities that expend \$500,000 or more during a year in Federal awards will 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.

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 will 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 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/>.

H. Metric Conversion:

All performance and final reports, other reports, or publications, produced under this agreement, will 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.

I. Officials Not to Benefit:

No member of or delegate to Congress, or resident commissioner, will be admitted to any share of