

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.
BAA050055

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (*Check one*)

GRANT

COOPERATIVE AGREEMENT

<p>4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Julia B. Lang USDI, Bureau of Land Management California State Office 2800 Cottage Way, W1834 Sacramento, CA 95825 Ph. 916 978-4527 Fax: 916 978-4444</p>	<p>5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Patrick Frost, District Manager Trinity County Resource Conservation District P.O. Box 1450 Weaverville, CA 96093 Ph: 530 623-6004 Fax: 530 623-6006</p>															
<p>6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REP Glenn Lahti USDI, Bureau of Land Management – Redding Field Office 355 Hemsted Road Redding, CA 96002 Ph: 530.224.2100 Fax: 530.224.2172</p>	<p>7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MGR Patrick Frost, District Manager Trinity County Resource Conservation District P.O. Box 1450 Weaverville, CA 96093 Ph: 530 623-6004 Fax: 530 623-6006</p>															
<p>8. PROGRAM STATUTORY AUTHORITY: Section 323 of Public Law 108-7, amending Public Law 105-277, sec. 347 Wyden Amendment (P. L. 104-208, Section 124), as amended (P.L. 105-277, Section 136)</p>	<p>9. STARTING DATE (See Block 17C)</p>															
<p>10. EFFECTIVE DATE (See Block 17C)</p>	<p>11. COMPLETION DATE September 30, 2015</p>															
<p>12. TYPE OF RECIPIENT (<i>Check one</i>)</p> <p><input type="checkbox"/> STATE</p> <p><input checked="" type="checkbox"/> LOCAL GOVERNMENT</p> <p><input type="checkbox"/> INDIAN TRIBAL GOVERNMENT</p> <p><input type="checkbox"/> EDUCATIONAL INSTITUTION</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> FOR-PROFIT ORGANIZATION</p> <p><input type="checkbox"/> NON-PROFIT ORGANIZATION</p> <p><input type="checkbox"/> OTHER (SPECIFY)</p>	<p>13. FUNDING INFORMATION</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Recipient</th> <th style="width: 20%; text-align: center;">BLM</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>Previous obligation</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>Total obligation</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>Share Ratio</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> </tbody> </table>		Recipient	BLM	This obligation	\$ _____	\$ _____	Previous obligation	\$ _____	\$ _____	Total obligation	\$ _____	\$ _____	Share Ratio	_____ %	_____ %
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Share Ratio	_____ %	_____ %														
<p>14. ACCOUNTING AND APPROPRIATION DATA Funding will be based on Stewardship Project Operation and Management Plans</p>																
<p>15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES</p> <p style="text-align: center;"><u>WEAVERVILLE COMMUNITY FOREST STEWARDSHIP PROJECTS</u></p> <p style="text-align: center;">(See Statement of Joint Objectives, Page 2, Paragraph I,)</p>																
<p>16a. NAME AND TITLE OF SIGNER (<i>Type or print</i>)</p> <p>Mike Rourke, Chairman of the Board</p>	<p>17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (<i>Type or print</i>)</p> <p>Julia B. Lang, Procurement Analyst</p>															
<p>16b. RECIPIENT</p> <p>_____</p> <p style="text-align: center;"><i>(Authorized Signature)</i></p>	<p>16c. DATE SIGNED</p>															
<p>17b. UNITED STATES OF AMERICA</p> <p>BY _____</p> <p style="text-align: center;"><i>(Signature of Assistance Officer)</i></p>	<p>17c. DATE SIGNED</p>															

I. **STATEMENT OF JOINT OBJECTIVES**

A. Background:

1. The U.S. Department of the Interior, Bureau of Land Management, Redding Field Office (BLM) has been approached by the community of Weaverville, through the Trinity County Resource Conservation District (TCRCD) to establish the “Weaverville Community Forest” on the federal lands managed by BLM adjacent to the community of Weaverville. There have been a number of community “visioning” meetings to define the community goals for these forested lands and to match those with BLM’s management objectives for the property. There has been agreement reached between the BLM and the community to establish a long-term stewardship agreement using the TCRCD as the recipient and a core group of community members to develop the plans, both short and long-term.
2. The project, approximately 1,000 acres, is within the Wildland Urban Interface in condition Class 3 and needs hazardous fuels reduction treatments consistent with 2004 Redding Field Office Fire Management Plan and the Trinity County Community Wildfire Protection Plan (Communities at Risk, Nov 2000). It is anticipated that some of the treatments, including initial treatments, will generate forest products with commercial value in excess of the treatment costs. TCRCD will be required to purchase the forest products involved from BLM using established BLM procedures for the sale of forest products. These excess receipts will be retained by BLM and used to fund future stewardship projects, including watershed restoration, fish and wildlife habitat improvement, road and access issues, cultural values, recreation and public education and invasive species.
3. Restoration projects conducted by TCRCD over its long history of cooperation with the BLM in the Trinity River basin have been designed and implemented to protect and enhance watersheds, including projects to minimize effects and remove sources of sediment delivery through the maintenance or obliteration of roads and trails, conducting vegetation removal to promote healthy forest stands and reduce fire hazards, restore and maintain fish & wildlife habitat and control noxious and exotic weeds.
4. To implement the objectives of a long-term stewardship program on the approximately 1,000 acres known as the Weaverville Community Forest several key tasks must be performed to develop an appropriate scope of work and detailed work plan for years 1 and 2 of the scope of work. The BLM has completed the necessary National Environmental Policy Act (NEPA) for the initial prescription. The TCRCD will be responsible for the identification and planning of the long term projects on the community forest. Stewardship Project Operation and Management Plans will be issued under this agreement which identify specific details for the specific projects. Funding will come from appropriated funds and the stewardship account for this project which will be generated by timber receipts from the forest health treatments. The TCRCD, through the community partnership, secured funding to complete the “Forest Resource Analysis of the Weaverville Community Forest” (BBWA November 2004) and has applied for funds from California Department of Fish and Game to implement the first phase of sediment reduction (\$26,717); \$17,024 from the USFS Economic Assistance Program to facilitate community involvement in planning and management; secured the service of an AmeriCorps member to organize a community invasive weed mapping project; and the Weaverville Basin Trail Committee to map and identify recreational trail conditions and needs to complement BLM funds.

B. Purpose:

This agreement is made and entered into between TCRCD and the BLM for the purpose of sharing resources to develop a multi-year stewardship plan for the management of the Weaverville Community Forest. This long term agreement will implement a scope of work that includes forest health prescriptions for fire hazard reduction (including commercial forest products with revenues used for future, on-site stewardship practices), watershed protection, fish & wildlife habitat improvement, sediment reduction, protection of cultural resources, recreation and noxious weed management. Each particular project accomplished under this agreement will be identified in the “Stewardship Project Operation and Management Plan” which will be incorporated herewith as Attachment 1. The plan will outline with specific terms and conditions, including applicable funding, the project statement of work, and other unique stewardship requirements.

C. Objectives:

To develop and implement a multi-year stewardship agreement for the management of the Weaverville Community Forest to restore and protect the health of the Weaver Creek watershed through a watershed-based approach to managing natural resources across ownerships through a strong partnership with the local community with a special

focus on fuels reduction and fire safe communities are also consistent with the intent of the Healthy Forest Initiative, 2002, and Healthy Forest Restoration Act, 2003, and National Fire Plan.

- D. Benefits: The activities to be undertaken under this agreement will encourage community involvement and benefit in management of federal lands adjacent to rural communities. Stewardship agreements will provide opportunities for community workforce's development and training, BLM and TCRCDD will communicate and cooperate on issues and activities regarding long-term planning and project implementation for public protection and improvement.
- E. Authority: The authority to enter into this agreement is based on the following:
 - 1. Stewardship End Result Contracting Projects (Section 323, P.L. 108-07), via agreement or contract as appropriate, may enter into stewardship contracting projects with private persons or other public or private entities to perform services to achieve land management goals for the National Forest and the Public Lands that meet local and rural community needs.
 - 2. The Wyden Amendment (P. L. 104-208, Section 124), as amended (P.L. 105-277, Section 136) expands the authority and provides the framework by which BLM may enter into contracts or agreement to permit funding to do restoration work on non-BLM land.

II. DEFINITIONS

- A. Agreement: This Assistance Agreement.
- B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, approve payments, modify or terminate the agreement.
- C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.
- D. Bureau of Land Management: (BLM). (May also be referred to as the Bureau).
- E. Code of Federal Regulations: (CFR).
- F. Fiscal Year (FY): The Federal fiscal year extends from October 1 of one year through September 30 of the following year.
- G. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.
- H. Project Manager: The Recipient's Project Manager.
- I. Responsible Official: The Recipient's Responsible Official. The responsible official is the individual who is authorized to act for the Recipient's organization and commit the Recipient to compliance with the terms and conditions of this agreement.
- J. Stewardship Project Operation and Management Plan: The Attachment(s) to this agreement describing the specific stewardship projects and the methodology of overall accomplishment.
- K. The Office of Management and Budget: (OMB).
- L. Trinity County Resource Conservation District: (TCRCDD) may also be referred to as the Recipient.
- J. Negotiated Forest Product Sale: A contract used by both parties to fulfill the regulatory requirements of forest product disposals. The contract will be authorized under the authority of 43 CFR 5400.

III. **PROJECT MANAGEMENT PLAN**

- A. The TCRCO agrees to:
- 1 Assign a Project Manager who will be responsible for the overall implementation of the cooperative agreement including the following:
 - a To be responsible for administration, services, facilities, equipment, materials, supplies, and personnel for all actions under this agreement.
 - b Maintain supervision and oversight of personnel, sub-cooperators, contractor activities, and all phases of performance under this agreement.
 - c Select qualified vendors, partners, and cooperators to complete projects.
 - 2 Enter into a negotiated forest product sale with BLM for trees harvested during fuels treatment work authorized under 43 CFR 5400.
- B. The BLM agrees to:
- 1 Assign an AR as the BLM representative for this TO.
 - 2 Provide BLM GIS data and other available electronic media, as needed, to TCRCO.
 - 3 Provide payments to the TCRCO in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.
 - 4 Complete and approve National Environmental Policy Act (NEPA) assessment necessary for work required in this cooperative agreement with assistance from TCRCO.
 - 5 Enter into a negotiated forest product sale with TCRCO for trees harvested during fuels treatment work authorized under 43 CFR 5400.
- C. The TCRCO and the BLM mutually agree that:
- 1 TCRCO will implement the Stewardship Project Operation and Management Plan when developed and will be incorporate as part of this agreement by modification.
 - a The primary resource issue to be addressed is the need for hazardous fuels reduction treatments consistent with 2004 Redding Field Office Fire Management Plan and the Trinity County Community Wildfire Protection Plan (Communities at Risk, Nov 2000). The initial treatments will focus on fuels reduction projects based on the prescription and project specifications identified in the decision Memo CX# RE-2005-42 including tasks for forest fuels thinning (May 11, 2005) initial treatment will be adjacent to the Timber Ridge Subdivision and along Democrat Gulch Road to reduce fuel loading and create defensible space.
 - 2 TCRCO will implement project design specifications and details discussed during initial site visits with BLM representatives. The AR prior to initiation must approve any changes in the specifications.
 - 3 Upon completion of individual projects, the TCRCO and AR shall ensure the project is in compliance with the specifications prior to authorizing reimbursement requests.
 - 4 BLM will coordinate with TCRCO on a monthly basis, depending on project activities, to discuss project progress, successes and problems and to solicit feedback.
 - 5 Commencement of a project may begin when the TCRCO receives a signed Stewardship Project Operation and Management Plan from the AO. The work will be completed as agreed to in the Stewardship Project Operation and Management Plan.

- 6 Coordinate on the scope of work that includes forest health prescriptions for fire hazard reduction (including commercial forest products with revenues used for future, on-site stewardship practices), watershed protection, fish & wildlife habitat improvement, sediment reduction, protection of cultural resources, recreation and noxious weed management.
- 7 Future stewardship projects will include the Following:
 - a ROAD AND TRAIL MAINTENANCE OR OBLITERATION TO RESTORE OR MAINTAIN WATER QUALITY;
 - b SOIL PRODUCTIVITY, HABITAT FOR WILDLIFE AND FISHERIES, OR OTHER RESOURCE VALUES;
 - c SETTING OF PRESCRIBED FIRES TO IMPROVE THE COMPOSITION, STRUCTURE, CONDITION, AND HEALTH OF STANDS OR TO IMPROVE WILDLIFE HABITAT;
 - d REMOVING VEGETATION OR OTHER ACTIVITIES TO PROMOTE HEALTHY FOREST STANDS, REDUCE FIRE HAZARDS, OR ACHIEVE OTHER LAND MANAGEMENT OBJECTIVES;
 - e WATERSHED RESTORATION AND MAINTENANCE;
 - f RESTORATION AND MAINTENANCE OF WILDLIFE AND FISH HABITAT; AND 16 USC 2104 NOTE.
 - g CONTROL OF NOXIOUS AND EXOTIC WEEDS AND REESTABLISHING NATIVE PLANT SPECIES.
8. Tasks that were agreed upon in this multi-year stewardship project include the following:
 - a. Task 1 - Develop initial prescription for fuels treatment work to be completed in FY 2006
 - b. Task 2 - GIS mapping and analysis
 - (1) Compile existing GIS layers of subject lands.
 - (2) Produce map set/data sets necessary for stewardship planning, NEPA analysis and project management and tracking.
 - c. Task 3 - NEPA analysis

Prepare the NEPA analysis for the long term stewardship objectives for approval by BLM and assist with collection of necessary documentation for any Biological Assessment(s) for Consultation for the Environmental Assessment for anticipated plan of work.
 - d. Task 4 - Development of Scope of Work
 - (1) Develop a 10-year scope of work that will include:
 - (a) Road and trail maintenance and/or obliteration priorities to improve and/or maintain water quality within he watershed
 - (b) Vegetation management to promote healthy forest stands and to reduce fire hazards
 - (c) Weed management assessment, project prioritization and implementation
 - (d) Other watershed and wildlife habitat improvement needs
 - (e) Cultural resources protection
 - (f) Effectiveness monitoring
 - (g) Community outreach and involvement
 - (2) Develop detailed work plans for years 1 –3 of above 10-year scope of work.

IV. **TERM OF AGREEMENT**

This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect through September 30, 2015, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961.

V. **DETERMINATION OF BEST VALUE**

This is the process and criteria by which a government official, either when discriminating between competing proposals or negotiating an agreement in a wholly noncompetitive environment, evaluates a proposed application. It is a critical examination of the proposed agreement in light of the needs of the government to establish what value the total action has to the government. It is important to remember that the needs of the Government and the non-monetary objectives of the proposing

cooperator or recipient can and should be in substantial alignment (and, in fact, this is one important indication of the appropriate use of an agreement rather than a contract). Thus, a well-conceived agreement will articulate and maximize the interest of both parties.

As noted, rather than the traditional “best value” process used to evaluate multiple proposals in competitive negotiations, this concept can refer to negotiating the terms of stewardship agreements in wholly or substantially noncompetitive environments. Once the concept of an agreement has been advanced, evaluation factors pertinent to the project should be developed that will drive and form the path and context of negotiation and any subsequent agreement, ensuring that both the Government’s and the cooperator’s or recipient’s objectives are addressed and met.

POSSIBLE BEST VALUE CONSIDERATIONS

- Extent of mutual interest and benefit
- Advantages and effectiveness of mutual participation
 - Mixed ownership
 - Joint expertise
- Factors relevant to cost; e.g., volunteerism, donations, matching
- Evaluation and determination of risk-sharing; Financial and Program Risks
- Woody biomass material removal and utilization plan

VI. FINANCIAL SUPPORT

- A. All funding under this basic agreement shall be based on the availability of BLM funding and shall be appropriated after finalizing each Stewardship Project Work Operation and Management Plan and will be applicable to the Weaverville Community Forest Stewardship Account (retained receipts) during the life of this agreement. The TCRCDD hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
- B. Necessary funding for each Stewardship Project Operation and Management Plan will be obligated by issuance of appropriate modification to the basic agreement. Estimated amount of BLM funding for the life of the agreement is \$10,000 and additional funding generate through timber receipts.
- C. Funds obligated under specific modifications that are not expended in the FY may be carried forward and expended in the subsequent FYs.
- D. The BLM shall not be obligated to pay for nor shall TCRCDD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in any Stewardship Project Operation and Management Plan.
- E. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.
- F. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

VII. PAYMENTS

- A. The TCRCDD shall be entitled to reimbursement as determined in each Stewardship Project Work Operation and Management Plan and through the Financial Management Service’s (FMS), Automated Standard Application for Payment (ASAP) System. Payments shall be governed by the provisions of 43 CFR Subpart F, Section 12.922 and 12.952.
 - 1. Payment under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements that is recipient initiated. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - 2. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - a. Recipients already participating with another Federal agency need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.
 - b. Recipients who want to sign up for ASAP.GOV should complete the attached ASAP.GOV participation Request form. These forms will be retrained by the National Business Center until ASAP.GOV is implemented. At this time

the recipient will be notified by the Department of Treasury that they are ready for enrollment. The recipient will enroll on-line with the Department of Treasury. The Department of Treasury will establish an ASAP.GOV Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned as ASAP Requestor ID by the Department of Treasury, The BLM Assistance Officer will create an ASAP.GOV Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items.
- B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. ***Failure to submit an SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP.GOV system.***
- C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. ***If advance payments are drawn the recipient must submit a Federal Cash Transaction Report, SF-272 to the Assistance Officer 15 working days following the end of each quarter.***

VIII. **PROPERTY MANAGEMENT AND DISPOSITION**

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 F, Section 12.930 through 12.937.

IX. **DELIVERABLES AND REPORTS**

The TCRCD will submit one copy of an Annual Performance Report to the Assistance Representative within 90 days after the end of each fiscal year (September 30). The report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns, and any other pertinent information.

X. **KEY OFFICIALS**

A. For the BLM:

Julia B. Lang – Assistance Officer (AO)
Bureau of Land Management
California State Office - 2800 Cottage Way, W1834
Sacramento, CA 95825
Ph. 916-978-4527
Fax: 916-978-4444
Email: Julia.Lang@blm.gov

Glenn Lahti - Assistance Representative (AR)
USDI, Bureau of Land Management – Redding Field Office
355 Hemsted Road
Redding, CA 96002
Ph: 530.224.2100
Fax: 530.224.2172
Email: Glenn.Lahti@ca.blm.gov

B. For the TCRCD:

Cindy Blanchard, Fiscal Manager - Responsible Official
Trinity County Resource Conservation District
P.O. Box 1450
Weaverville, CA 96093

Ph: 530 623-6004
Fax: 530 623-6006
Email: cblanchard@tcrd.net

Patrick Frost, District Manager (Project Manager)
Trinity County Resource Conservation District
P.O. Box 1450
Weaverville, CA 96093
Ph: 530 623-6004
Fax: 530 623-6006
Email: pfrost@tcrd.net

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) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.
- B. Modifications: This agreement may be modified by written agreement signed by both the TCRCD Project Manager and the Assistance Officer. Administrative changes (i.e. AO name change) that do not change the Project Management Plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.
- C. 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.

XII. **GENERAL PROVISIONS**

- A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.
- B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.
- C. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

- D. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.
- E. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.
- F. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- G. Compliance with Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:
1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").
 2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.
- H. Opposition to Any Legislation: Recipient shall not use any part of the Government's funds 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.
- I. 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) that states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position that 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.
1. 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."
 2. 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.
 3. A recipient further agrees to include this provision in a sub-award to and sub-recipient, except for a sub-award to a State government, a local government, or to a federally recognized Indian tribal Government.
- J. Increasing Seat Belt Use in the United States: 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.