1. DATE ISSUED MM/DD/YYYY 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed 09/25/2024 remain in effect unless specifically rescinded 2. CFDA NO. 15.228 - BLM Fuels Management and Community Fire Assistance Program Activities 3. ASSISTANCE TYPE Cooperative Agreement 4. GRANT NO. L24AC00719-00 5. TYPE OF AWARD Other Originating MCA # 4a. FAIN L24AC00719 5a. ACTION TYPE New 6. PROJECT PERIOD MM/DD/YYYY MM/DD/YYYY From 09/24/2024 Through 09/23/2029

Through

#### **NOTICE OF AWARD**



#### AUTHORIZATION (Legislation/Regulations)

Federal Land Policy and Management Act of 1976 (FLPMA), 43 USC § 1737(b)

#### 8. TITLE OF PROJECT (OR PROGRAM)

From

7. BUDGET PERIOD

Washoe County/Carson City Community Wildfire Disk Peduction

09/24/2024

MM/DD/YYYY

9a. GRANTEE NAME AND ADDRESS	9b. GRANTEE PROJECT DIRECTOR				
TRUCKEE MEADOWS FIRE PROTECT 3663 Barron Way Reno, NV, 89511-1802	Thelesa Montoya-Neves 3663 Barron Way Reno, NV, 89511-1802 Phone: 775-326-6080				
10a. GRANTEE AUTHORIZING OFFICIAL	10b. FEDERAL PROJECT OFFICER				
Thelesa Montoya-Neves	Kelsey Griffee				
3663 Barron Way	1340 Financial Boulevard				
Reno, NV, 89511-1802	Reno, NV, 89502				
Phone: 775-326-6080	Phone: 7758616518				
ALL AMOU	NTS ARE SHOWN IN USD				
11. APPROVED BUDGET (Excludes Direct Assistance)	12. AWARD COMPUTATION				
I Financial Assistance from the Federal Awarding Agency Only	a. Amount of Federal Financial Assistance (from item 11m) \$ 767,939				
	<b>II</b>				

MM/DD/YYYY

09/23/2029

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD	COMPUTATION			
I Finar	ncial Assistance from the Fed	deral Awarding Agency Only		a. Amount o	of Federal Financial Assistance (from	item 11m) \$		767,939.33
II Total	project costs including gran	t funds and all other financial part	ticipation <b>II</b>	b. Less Und	bligated Balance From Prior Budget F	Periods \$		0.00
a.	Salaries and Wages	\$	197.893.47	c. Less Cun	nulative Prior Award(s) This Budget P	eriod \$		0.00
	Friend Boneffe	_		d. AMOUN	OF FINANCIAL ASSISTANCE THIS	S ACTION \$		767,939.33
b.	Fringe Benefits	\$	190,064.84	13. Total Fed	deral Funds Awarded to Date for Pr	oject Period \$		767,939.33
c.	Total Personnel Costs	\$	387,958.31		MENDED FUTURE SUPPORT	•		
d.	Equipment	\$	0.00	(Subject to t	he availability of funds and satisfactor	y progress of the p	oroject):	
e.	Supplies	\$	440.04	YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL	DIRECT COSTS
			0.00	a. 2	\$	d. 5	\$	
1.	Travel	\$		b. 3	\$	e. 6	\$	
g.	Construction	\$	0.00	c. 4	\$	f. 7	\$	
h.	Other	\$	108,229.60	15. PROGRAM ALTERNATIVE	INCOME SHALL BE USED IN ACCORD WITH O	ONE OF THE FOLLOWIN	NG	
i.	Contractual	\$	239,074.09	a. b.	DEDUCTION ADDITIONAL COSTS			a
j.	TOTAL DIRECT COS	TS —	\$ 735,702.04	c. d. e.	MATCHING OTHER RESEARCH (Add / Deduct Option) OTHER (See REMARKS)			
k.	INDIRECT COSTS		\$ 43,795.83	16 71110 41144	D IS BASED ON AN APPLICATION SUBMITTE	D TO AND AS ADDOOR	(ED DV THE E	TREBAL AWARDING AGENOV
	TOTAL APPROVED BUD	OGET	\$ 779.497.87	ON THE ABOVE	ID IS BASED ON AN APPLICATION SUBMITTEL TITLED PROJECT AND IS SUBJECT TO THE TE NCE IN THE FOLLOWING:			
	TOTAL ALTROVES SOL		, , , , ,	a. b.	The grant program legislation The grant program regulations. This award notice including terms and conditions	if any nated belowing	or DEMARKS	
m.	Federal Share	\$	767,939.33	d.	Federal administrative requirements, cost princip	les and audit requiremen	nts applicable to	•
n.	Non-Federal Share	\$	11,558.54	prevail. Accep	ere are conflicting or otherwise inconsistent propertions of the grant terms and conditions is ack the grant payment system.			
RF	MARKS (Other Terms an	d Conditions Attached -	• Yes	) No)				

#### GRANTS MANAGEMENT OFFICIAL:

Tamera Freeman, Grants Management Officer 1340 Financial Blvd Reno, NV, 89502-7147

Phone: 775-861-6587

<b>17. VENDOR CODE</b> 0071332479		<b>18a. UEI</b> S5R3Z3FS1NA3 <b>18b. DUNS</b> 006811244		<b>19. CONG. DIST.</b> 02		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051049965-00010	\$767,939.33	09/24/2024	07/23/2029	1125	Truckee Meadows FPD AA

## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3		DATE ISSUED 09/25/2024
GRANT NO.	L24AC00719-00	

Federal Financial Report Cycle				
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date	
09/24/2024	03/23/2025	Semi-Annual	06/21/2025	
03/24/2025	09/23/2025	Semi-Annual	12/22/2025	
09/24/2025	03/23/2026	Semi-Annual	06/21/2026	
03/24/2026	09/23/2026	Semi-Annual	12/22/2026	
09/24/2026	03/23/2027	Semi-Annual	06/21/2027	
03/24/2027	09/23/2027	Semi-Annual	12/22/2027	
09/24/2027	03/23/2028	Semi-Annual	06/21/2028	
03/24/2028	09/23/2028	Semi-Annual	12/22/2028	
09/24/2028	03/23/2029	Semi-Annual	06/21/2029	
03/24/2029	09/23/2029	Final	01/21/2030	

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/24/2024	03/23/2025	Semi-Annual	06/21/2025
03/24/2025	09/23/2025	Semi-Annual	12/22/2025
09/24/2025	03/23/2026	Semi-Annual	06/21/2026
03/24/2026	09/23/2026	Semi-Annual	12/22/2026
09/24/2026	03/23/2027	Semi-Annual	06/21/2027
03/24/2027	09/23/2027	Semi-Annual	12/22/2027
09/24/2027	03/23/2028	Semi-Annual	06/21/2028
03/24/2028	09/23/2028	Semi-Annual	12/22/2028
09/24/2028	03/23/2029	Semi-Annual	06/21/2029
03/24/2029	09/23/2029	Final	01/21/2030

#### **REMARKS**

1. This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Nevada State Office (NVSO) Nevada (BLM), and Truckee Meadows Fire Rescue., the recipient, for the purpose of promoting Washoe County/Carson City Community Wildfire Risk Reduction by transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

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.

ASAP.gov account line: 10 for \$767939.33 must be used only for Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), related projects. This line is for BIL funds for hazardous fuels reduction, per BIL Sec 40803 Wildfire Risk Reduction Matrix (C)(11) and (C)(14). This funding must be used to conduct mechanical and hand thinning to create fuels breaks, reduce hazardous fuels in the Wildland Urban Interface (WUI), and create defensible space around homes.

## NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3		DATE ISSUED 09/25/2024
GRANT NO.	L24AC00719-00	

Funding Opportunity Number: L24AS00089

Required Cost Sharing/Matching: \$11,558.54

Indirect Cost Rate: 10.0%

Required Periodic Status Reporting

Performance Reports: Semi-annual

SF425 Financial Reports: Semi-annual

Submit Reports Through GrantSolutions Reporting Feature

Refer to Attachment No. 1 for Award Terms and Conditions

The BLM Program Officer for this award is Kelsey Griffee (kgrifee@blm.gov , 775-861-6518); the Grants Management Officer for this award is Tamera Freeman (tfreeman@blm.gov , 775-861-6587) at the Nevada State Office.

# **AWARD ATTACHMENTS**

## TRUCKEE MEADOWS FIRE PROTECT

L24AC00719-00

- 1. Terms and Conditions
- 2. Project Abstract

## **BUREAU OF LAND MANAGEMENT**

# Cooperative Agreement Terms & Conditions

#### **REMARKS** I. II. III. IV. FINANCIAL SUPPORT AND PAYMENT METHOD......5 V. PERFORMANCE AND FINANCIAL MONITORING ...... 8 VI. PERFORMANCE, FINANCIAL, AND OTHER REPORTING ......9 VII. IX. GENERAL TERMS AND CONDITIONS.......14 X. XI.

## II. COOPERATIVE AGREEMENT OBJECTIVES:

#### A. Objectives:

Truckee Meadows Fire Protection District (TMFPD) in cooperation with Carson City Fire Department (CCFD) is seeking to address the threat of wildfire in the communities of New Washoe City/East Washoe Valley and Northeast Carson City. These areas have been assessed as a high risk due to an increased accumulation of wildland fuels around homes throughout the communities. To prevent a catastrophic wildland-urban interface fire likely resulting in loss of life and severe property and infrastructure damage, fire prevention and fuels reduction must be a priority in these communities. Providing large-scale community wildfire risk reduction lowers the likelihood that human-caused wildland fires escape to the surrounding environment providing an indirect benefit to the adjoining BLM land listed below.

The project will be implemented through a 4-phase approach.

Phase 1) Public Wildland Fire Prevention/Awareness - In this phase, each agency will host community education events to build awareness around the topics of wildlandurban interface fires, home defensibility/hardening, national, state and local programs/resources available to homeowners and communities and the benefits offered through this Community Fire Assistance Grant under the project conditions.

Phase 2) Defensible Space Inspections (DSI) and Treatment Plans - This phase integrates Defensible Space Inspections with property-specific treatment plans. Each department will provide property owners who have invited them to help in mitigating their wildfire risk a consultation with Wildfire Mitigation Specialists.

Phase 3) Hazard Mitigation and Fuel Reduction - All manner of Mechanical/Manual treatments will be employed to available properties that have elected to receive program benefits. Both agencies will use widely accepted defensible space standards outlined by the nationally accepted, Fire Adapted Communities.

Phase 4) Post Treatment Evaluation and Long-term Planning - Once fuels treatments are completed, all prevention and mitigation efforts are documented for reportable achievements. All property owners will receive, future treatment instructions to maintain their hazardous fuels treatment and prevent future regrowth into treated areas.

Enhance Public Safety: Prioritizing the safety of residents, visitors, and emergency responders by minimizing the threat of wildfires and reducing the potential for firerelated accidents and injuries in the wildland-urban interface (WUI) through hazardous fuels reduction.

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1) Provide community education about wildfire risk and mitigation practices. 2) Conduct approximately 600 defensible space inspections (450 on TMFPD jurisdiction, 150 on CCFD jurisdiction) with recommendations for hazard fuel abatement and 3) Provide hazardous fuels mitigation on approximately 480 participating landowners' properties (340 on TMFPD jurisdictions and 140 on CCFD jurisdictions).

#### B. Public Benefits:

Participating landowners will receive the direct benefit of fuels reduction on their property, which will lower fire risk. Along with the direct benefit to private landowners inside the project area, public facilities such as Washoe County Parks, Washoe County School District land, State of Nevada – Division of Forestry buildings, Washoe Lake State Park offices, and multiple small to medium-sized businesses would receive an indirect benefit of reduced community fire risk.

The BLM land directly adjacent would receive the benefit of reduced community fire risk, lowering the chances of a WUI fire escaping into the BLM jurisdiction to the north and east. This will help reduce fire response and suppression costs.

#### C. Federal Award Performance Goals

This project supports the following FY2022-2026 U.S. Department of the Interior Strategic Plan Goals:

Strategic Goal 2: Conserve, Protect, Manage, and Restore Natural and Cultural Resources in the Face of Climate Change and Other Stressors

Strategic Objective 2.2 : Species, Habitats, and Ecosystems Are Protected, Sustained, and Healthy

Performance Goals 2.2.4 DOI-managed lands have a reduced risk from wildfire and fire's negative impacts

#### III. PROPOSED WORK

A. The Recipient's Project Proposal dated April 11, 2024 entitled Washoe County/Carson City Community Wildfire Risk Reduction is accepted by the BLM and incorporated herein, as part of this agreement in order to serve as the project work plan.

Additional documents incorporated by reference: The following recipient documents GRANT 14123121, last dated September 23, 2024 to include: Standard Form (SF) 424 Application for Federal Assistance, SF424A, Budget Information - Non-Construction Programs, SF424B, Assurances - Non-

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Recipient: Truckee Meadows Fire Rescue

Construction Programs, Budget Detail, and signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans and Cooperative Agreements.

- B. BLM will assist with setting priorities for implementation units and can provide GIS support as needed, including accomplishment reporting for the award. BLM will review fuel treatment prescriptions and provide applicable best management practices. BLM will also participate in public outreach, joint news releases, and share social media posts. BLM's Fire Public Affairs Officer will assist with this outreach along with District Prevention Specialists. This will include coordination with Fire Adapted Nevada.
- C. The Grantee will provide to the BLM the application package for any contractor or sub awardee that shall be hired by the grantee. Information will include:
  - 1. The SF 424 application and budget documentation
  - 2. The Budget Justification
  - 3. The key personnel
  - 4. The fee structure, if applicable, of the contractor
- D. In addition, the recipient will also be responsible for significant developments, i.e., events that may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the BLM or pass-through entity as soon as the following types of conditions become known:
  - 1. Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
  - 2. Favorable developments that enable meeting time schedules and/or objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

#### IV. TERM OF AGREEMENT

C. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of five years.

The BLM will consider continued support of 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 interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

#### D. **Budget and Program Revisions**

- 1. Recipients must submit, in writing to the BLM's Program Officer (PO) any request for budget or program revision in accordance with 2 CFR §200.308.
- 2. All modification to the agreement shall be in writing and signed by a GMO with sufficient signatory authority. No oral or written statements made by any person other than the BLM GMO shall, in any manner, modify or otherwise affect the terms of the agreement.
- E. Termination. This agreement may be terminated in accordance with the provision of 2 CFR §200.340, Subpart D: Termination.

#### V. FINANCIAL SUPPORT AND PAYMENT METHOD

- C. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the recipient for the recipient's expenditure of amounts in excess of the total available incremental funding nor is the recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.
  - Funds obligated but not expended by the recipient in a Budget Period may be carried forward and expended in subsequent Budget Periods.
- D. Maximum Obligations. The recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, 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

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Recipient: Truckee Meadows Fire Rescue

effort that will require the expenditure of Federal funds above the current obligated amount.

- E. 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 120 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.
- F. Cost Sharing and Matching. Cost sharing for this agreement shall be in accordance with 2 CFR §200.306, Subpart D, Cost sharing or matching:
  - 1. There is no cost share or match legislative required for the award. BLM accepts the voluntary cost share in the amount of \$11,558.54. The cost share must be documented in accordance with 2 CFR §200.306, Subpart D, Cost sharing or matching.
- G. Program Income Program Income generated by this award will be in accordance with:
  - 1. 2 CFR §200.307(e)(1) Deduction - Program income must be deducted from total allowable costs to determine the net allowable costs, and be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. Program income generated through the performance of this project must be reported on Standard Form (SF) 425, Federal Financial Report (see section 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING).

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Recipient: Truckee Meadows Fire Rescue

#### H. **Indirect Costs**

1. The Recipient has never had a federally approved negotiated indirect rate, and as the BLM is the cognizant agency, the Recipient has requested and received approval from the BLM for reimbursement under this agreement at the de minimis rate shown on the award cover sheet under "Indirect Cost Rate." This rate is to be applied to the agreement's base modified total direct costs (MTDC). MTDC consist of all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care, rental costs and the portion of subgrants or subcontracts in excess of \$25,000 shall be excluded from TDC. Participant support costs shall generally be excluded from MTDC.

#### I. Payment by Reimbursement

- 1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: http://www.fms.treas.gov/asap Treasury Circular 1075 (31 CFR 205) requires that draw-downs 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
- 2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.

J. Payment Review, if a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed Standard Form (SF) 270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

K. System for Award Management (SAM, <a href="www.SAM.gov">www.SAM.gov</a>) Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

#### VI. PERFORMANCE AND FINANCIAL MONITORING

In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). 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 the 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.

C. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. 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 documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.

- D. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if:
  - 1. award recipients are properly accounting for the receipt and expenditures of federal funds;
  - 2. expenditures are in compliance with federal requirements and award special conditions; and
  - 3. proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

#### VII. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial and performance is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included 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. The periodic status reporting required under this agreement is as follows.

NOTE: Financial and Performance will be on a semi-annual reporting cycle for both Financial and Performance Progress Reporting and is identified in the Notice of Award.

#### Submit Reports to GrantSolutions.gov.

At the end of the agreement, final SF425 financial reports and performance reports submitted by the recipient and/or pass-through entity must be submitted no later than 120 calendar days after the period of performance end date, termination, and/or project completion, whichever comes first. A subrecipient must submit to the pass-through

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entity, no later than 90 calendar days after the period of performance end date, all final reports as required by the terms and conditions of the Federal award. See also §200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any financial report.

Final reports are to be submitted electronically within GrantSolutions.gov.

#### C. Federal Financial Reports

Recipients of Federal Financial Assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or Standard Form (SF) 425 and SF425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties.

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Title: Washoe County/Carson City Community Wildfire Risk Reduction

Recipient: Truckee Meadows Fire Rescue

#### Performance Progress Reports D.

Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR § 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

- 1. Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
- 2. The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
- Prediction of future activities and how they will be accomplished. 3.
- 4. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
- 5. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
- Additional pertinent information including, when appropriate, analysis and 6. explanation of cost overruns or high unit costs.

#### E. **Property Reports**

SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities.

Property may be provided by the awarding agency or acquired by the recipient with award funds.

Federally-owned property consists of items that were furnished by the Federal government. If Trout Unlimited acquires property using Federal Funds, a Federal Interest is created and an annual report on the status of the equipment must be submitted. Any property acquired under this agreement, report required every two years thereafter for the life of the agreement.

Disposition requests for Federal property with any Federal Interest must be submitted per 2 CFR 200.313(e) within 120 of the end of the PoP.

#### VIII. LIABILITY, INSURANCE, AND INDEMNIFICATION

- A. 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 USC 2671.
- B. Indemnification. The recipient hereby agrees:
  - 1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.
  - 2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
  - 3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
  - 4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.
  - 5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.

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Recipient: Truckee Meadows Fire Rescue

C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

#### **BLM PROPERTY STANDARDS**

- E. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR §200.311 to §200.316, Property Standards.
- F. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR §200.310.

#### G. Intangible Property:

- 1. Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).
- 2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency 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.

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- 3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- 4. The Federal government has the right to:
  - Obtain, reproduce, publish, or otherwise use the data produced a) under a Federal award; and
  - Authorize others to receive, reproduce, publish, or otherwise use b) such data for Federal purposes.
- H. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).
- I. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.
- J. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

#### IX. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

#### X. GENERAL TERMS AND CONDITIONS

- C. U.S. Department of the Interior Standard Terms and Conditions of Award: https://www.doi.gov/sites/doi.gov/files/doi-award-terms-and-conditions-version-3effective-june-1-2023.pdf
- D. Program Legislation and/or Regulations:
- Federal Land Policy and Management Act of 1976 (FLPMA), As Amended, 43 USC § 1701 (a)

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1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to http://www.doi.gov, or its equivalent as provided by their organization or State law. For more information go to URL: https://www.doi.gov/scientificintegrity.

- 2. 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.
- 3. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

- 4. 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 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.
- 5. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2023) https://www.dol.gov/agencies/whd/government-contracts/minimum-wage

#### XI. SPECIAL TERMS AND CONDITIONS

C. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, 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

- D. Recipient/Subrecipient Personnel Security and Suitability Requirements:
  - 1. As implemented by Homeland Security Presidential Directive-12 (HSPD-12), if performance of this agreement requires recipient/subrecipient personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI facility and/or information system, the Program Officer will be the sponsoring official, and will make the arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.
  - 2. At least two weeks before start of agreement performance, the recipient must identify all recipient and subrecipient personnel who will require physical and/or logical access for performance of work under this agreement. Physical Access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical Access means routine, unsupervised access to a Federally-controlled information system. The recipient and subrecipient must make their personnel available at the place and time specified by the Program Officer in order to initiate screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process:

- a) OPM Standard Form 85 or 85P
- OF-306 b)
- National Criminal History Check (NCHC) (local procedures may c) require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the recipient or subrecipient, as applicable)
- d) Release to Obtain Credit Information
- PIV Card Application (web-based) e)
- 3. Before starting work under this agreement, a National Criminal History Check (NCHC) will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the recipient or subrecipient must make other arrangements for performance of the work. In the event of a disagreement between the recipient/subrecipient and the Government concerning the suitability of an individual to perform work under this agreement, DOI shall have the right of final determination.
- 4. Recipient and subrecipient employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the recipient or subrecipient personnel being screened or investigated in person, by telephone or in writing, and the recipient or subrecipient must ensure they are available for such contact.
- 5. Alternatively, if an individual has already been credentialed by another agency through the Office of Personnel Management (OPM), and that credential has not yet expired; further clearance may not be necessary. In that case, the recipient/subrecipient must provide the sponsoring office with documentation that supports the individual's credentialed status.

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6. Recipient and subrecipient employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center. Those Recipient or subrecipient employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials, such as temporary access badges.

- 7. During performance of this agreement, the recipient must keep the Program Officer apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Program Officer, Grants Management Officer, and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it will be coordinated through the Program Officer.
- 8. At the end of this agreement's performance, or when a recipient/
  subrecipient employee is no longer working under this agreement, the
  recipient will ensure that all identification cards are returned to the
  Program Officer.
- E. Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

#### F. Conflicts of Interest

#### 1. Applicability:

a) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

b) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

## 2. Requirements:

- a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

#### 3. Notification:

a) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of Interest.

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b) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

- 4. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
- G. Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

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- H. Marketing, Publications and Communications. Any outreach, marketing or communication activities, which may include BLM funding, staff or equipment, or the use of the BLM logo, must be approved by the Communications Director or the Communications Director's designee of BLM Colorado prior to initiating work done as a result of the activities, project or program supported through this agreement. This includes any form of communication, whether in print, video, or other type of electronic format.
- I. Access. In the event of a site/facility closure, the Recipient shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Grants Management Officer or Program Officer.
- J. Prohibition on Providing Funds to the Enemy:
  - 1. The recipient must:
    - a) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR §180.300 prior to issuing a subaward or contract and;
    - b) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
  - 2. The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

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- 3. The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- K. Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for infrastructure unless:
- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) 15 Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this

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paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product. *Construction material standards*. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.
  - (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
  - (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
  - (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
  - (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
  - (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
  - (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

#### Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements can be found at <a href="https://www.doi.gov/grants/buyamerica">https://www.doi.gov/grants/buyamerica</a>.

When DOI has determined that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at the Approved DOI General Applicability Waivers website located at https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

## Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this

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definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
  - (i) Non-ferrous metals;
  - (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - (iii) Glass (including optic glass);
  - (iv) Fiber optic cable (including drop cable);
  - (v) Optical fiber;
  - (vi) Lumber;
  - (vii) Engineered wood; and
  - (viii) Drywall.
- (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

- "Manufactured products" means:
  - (1) Articles, materials, or supplies that have been:
    - (i) Processed into a specific form and shape; or
    - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
  - (2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may

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include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Section 70917(c) materials" means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

## L. Additional Access to Recipient Records:

- 1. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- 2. The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- M. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

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#### XII. DEFINITIONS AND ACRONYMS

- C. Agency Review: If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.
- D. ASAP: Automated Standard Application for Payments, the Treasury Department System from which Recipients will draw approved funds during the life of the agreement.
- E. Authorized Representative: The Authorized Representative is the individual on the Recipient side of the award who is authorized to act for the Recipient to assume the obligations imposed by Federal laws, regulations, requirements, and conditions that apply to Financial Assistance applications and Awards.
- F. BLM: Bureau of Land Management; may also be referred to as "The Bureau."
- G. CFR: Code of Federal Regulations
- H. DOI: Department of the Interior
- FFR: Federal Financial Report; may also be referred to as Standard Form 425 or I. SF-425
- J. Financial Assistance 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 and/or cooperative agreements awarded by the Federal Government to eligible recipients.
- K. FY: Federal Fiscal Year, which encompasses October 1 through September 30 annually.

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L. GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

- M. GMS: Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.
- N. Grantee/Recipient: is an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.
- O. GS: GrantSolutions, the Award Platform used by the Bureau of Land Management.

GS Recipient User Roles:

- PD/PI: Grantee Project Director/Principal Investigator, who is the recipient primary point of contact for the administration of the award.
- GAO/GAR: Grantee Authorizing Official/Grantee Authorizing Representative, who is the grantee/recipient entity point of contact authorized to make decisions on behalf of the recipient entity.
- P. NOA/NGA: Notice of Award/Notice of Grant Award, the Financial Assistance Agreement document generated in Grant Solutions that includes Award information and the Terms and Conditions of Award.
- NTE: Not-to-exceed amount, the maximum Federal funding amount available for Q. reimbursement to the recipient.
- R. OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL: http://www.whitehouse.gov/omb/circulars default/.

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- S. PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.
- T. Recipient: The organization named in Box 9a. of the "Notice of Award."
- U. RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.
- V. TA: The BLM technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

**END OF AGREEMENT** 

## **Project Abstract**

**Grantee Name:** TRUCKEE MEADOWS FIRE PROTECT

Grant Number: L24AC00719-00

**Project Title:** Washoe County/Carson City Community Wildfire Risk Reduction

**Project Period:** 09/24/2024 - 09/23/2029

Truckee Meadows Fire Protection District (TMFPD) in cooperation with Carson City Fire Department (CCFD) is seeking Bureau of Land Management Community Fire Assistance Program grant funding to address the threat of wildfire in the communities of New Washoe City/East Washoe Valley and Northeast Carson City. These areas have been assessed as a high risk due to an increased accumulation of wildland fuels around homes throughout the communities. To prevent a catastrophic wildland-urban interface fire likely resulting in loss of life and severe property and infrastructure damage, fire prevention and fuels reduction must be a priority in these communities. Both TMFPD and CCFD will enact integrated project management to simultaneously address three key program areas: 1) Promoting public education and awareness of wildfire safety, national and state-level community engagement programs, and local fire department engagement. 2) Identifying most at-risk areas/properties through home defensible space assessments, and community assessments. 3) Providing the community with complementary hazardous fuels mitigation reduction based on best practices and national guidelines. All three project strategies will be evaluated and judged for their success in delivering on the project goals throughout the period of performance. Through the efforts listed above, the expected outcomes for the communities in the project area are: 1. Enhance Public Safety: Prioritizing the safety of residents, visitors, and emergency responders by minimizing the threat of wildfires and reducing the potential for fire-related accidents and injuries in the wildland-urban interface (WUI). 2. Protect Natural Resources: Preserve the ecological integrity of the area and its surroundings, including vital habitats, watershed areas, and sensitive ecosystems, from the destructive effects of uncontrolled wildfires, both natural and human caused. 3. Safeguard Infrastructure: Mitigating the risk of damage to critical infrastructure, such as power lines, roads, bridges, and communication networks, thereby ensuring the uninterrupted delivery of essential services to the community. 4. Promote Community Engagement: Fostering collaboration and partnership among local stakeholders, Government agencies, non-profit organizations, and residents to collectively address the wildfire threat through education, outreach, and participation in fuels reduction activities. 5. Build Resilience: Strengthening the resilience of communities against the increasing frequency and intensity of wildfires by implementing sustainable, science-based strategies for fuels management and fire prevention. TMFPD and CCFD intend to leverage the funding in this grant opportunity to provide a tangible benefit to the nearly 500 properties encompassed in the project area. Both departments will host community wildland fire awareness events, provide defensible space assessments for homeowners and conduct hazardous fuels mitigation/reduction in our respective districts. Truckee Meadows Fire Protection District would take ownership of the grant and subaward Carson City Fire Department for grant-allowable billable services conducted in their section of the project area. Both departments are pursuing collaborative efforts to address hazard mitigation across jurisdictional boundaries in the form of large-scale fuel breaks. Both departments intend to bolster Carson City BLM's existing efforts to wrap fuel breaks completely around the communities in the project area. By entering into this cooperative agreement project, our departments can build Carson City BLM's capacity to finish their projects ahead of schedule. This agreement will also allow us to grow the newly formed working relationship and continue our project prescription to benefit more communities and BLM jurisdictions into the future.