

AGREEMENTS WITH STATE, LOCAL, & TRIBAL GOVERNMENTS FOR IMPLEMENTING THE NATIONAL FIRE PLAN

12/14/2000 Version

The following forms are completed by the applicant before the Statement of Programmatic Involvement and Instrument Selection Determination are completed. The SF forms and applicable OMB Circulars may be found on the Internet at the following site: <http://www.whitehouse.gov/OMB/grants/index.html>

- < SF-424, Application for Federal Assistance
- < SF-424A, Budget Information - Nonconstruction Programs
- < SF-424B, Assurances - Nonconstruction Programs
- < DI-2010, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (This form is located at the end of this model)

This agreement shall only be used in accordance with the Department of the Interior and Related Agencies Appropriations Act for the Fiscal Year ending September 30, 2001, and for other purposes. Public Law 106-291, Title IV – Wildland Fire Emergency Appropriations. You may add or delete subject items to the project management plan, however, you are not required to use all five of the items. The examples given are not a complete listing and other projects may be developed as long as they comply with the intent of the legislation.

A. Information will need to be filled in that is specific to each agreement. Some of the sections, such as Section I, II, and III, are obvious and the others are marked with a *. The following procedures will help you find all the spaces that require a fill-in:

1. Start with your cursor at the beginning of the model agreement and hit the F2 (Find and Replace) key. At the bottom of the screen you will see the Find and Replace text box appear.
2. In the Find box type in the * (all the spaces to be filled are marked with *).
3. With your mouse click on Find Next and your cursor will automatically move to the first *. You will need to backspace (to erase the *) and type in the information for your agreement.
4. With the mouse click on Find Next to move to the next * and the next * will appear.
5. Keep doing this until you reach the end of the document.

B. Edit the Agreement Number in the Header. Once you have filled in the new number, you will need to exit out of the Header by clicking on File, Close. The first page number in "Page ___ of ___" in the Header will start with Page 2. The second page number is created by a code on the last page of the document (Target (Pages)). Do not delete this code. This page number does not automatically change as pages are added. You must generate the document (Control F9) in order for it to change. If you do not generate the document before you print, WordPerfect will ask you if you would like to "generate" before you print, just answer "Yes".

C. "Comments" have been added throughout this document with helpful information to assist you in completing the agreement easier and faster. The comments are within an oval in the left margin and show up in full text only when you use the mouse and click on the oval. Click on the oval on the left of this paragraph now.

D. As you go through the document delete the paragraphs not needed. Select one of the paragraphs if similar paragraphs are allowed.

If you have any questions, comments, or suggested changes please contact your State Procurement Analyst or Contracting Officer.

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.

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

GRANT

COOPERATIVE AGREEMENT

<p>4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER BUREAU OF LAND MANAGEMENT ATTN: Susan Ryherd 6881 Abbott Loop Road Anchorage, Alaska 99507 (907) 267-1306</p>	<p>5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT TANACROSS VILLAGE COUNCIL Attn: Jerry Isaac P.O. Box 76009 Tanacross, Alaska 99776-6009 (907) 883-5024</p>															
<p>6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Bureau of Land Management, Alaska Fire Service Fred J. Hernandez P.O. Box 35005 Ft. Wainwright, Alaska 99703 (907) 356-5549</p>	<p>7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER TANACROSS VILLAGE COUNCIL Attn: Adam Martin P.O. Box 76009 Tanacross, Alaska 99776-6009</p>															
<p>8. PROGRAM STATUTORY AUTHORITY</p>	<p>9. STARTING DATE <u>07/15/01</u></p>															
<p>10. EFFECTIVE DATE FINAL SIGNATURE</p>	<p>11. COMPLETION DATE <u>08/30/06</u></p>															
<p>12. TYPE OF RECIPIENT (Check one) <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL GOVERNMENT <input checked="" type="checkbox"/> INDIAN TRIBAL GOVERNMENT <input type="checkbox"/> EDUCATIONAL INSTITUTION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> FOR-PROFIT ORGANIZATION <input type="checkbox"/> NON-PROFIT ORGANIZATION <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 (TVC)</th> <th style="width:20%; text-align: center;">Bureau of Land Management</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td style="text-align: right;">\$ <u>0.0</u></td> <td style="text-align: right;">\$ <u>143,640</u></td> </tr> <tr> <td>Previous obligation</td> <td style="text-align: right;">\$ <u>0.0</u></td> <td style="text-align: right;">\$ <u>0.0</u></td> </tr> <tr> <td>Total obligation</td> <td style="text-align: right;">\$ <u>0.0</u></td> <td style="text-align: right;">\$ <u>143,640</u></td> </tr> <tr> <td>Share Ratio</td> <td style="text-align: right;"><u>0</u> %</td> <td style="text-align: right;"><u>100</u> %</td> </tr> </tbody> </table>		Recipient (TVC)	Bureau of Land Management	This obligation	\$ <u>0.0</u>	\$ <u>143,640</u>	Previous obligation	\$ <u>0.0</u>	\$ <u>0.0</u>	Total obligation	\$ <u>0.0</u>	\$ <u>143,640</u>	Share Ratio	<u>0</u> %	<u>100</u> %
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<p>14. ACCOUNTING AND APPROPRIATION DATA</p>																
<p>15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES TANACROSS HAZARD FUELS REDUCTION PROJECT. .This project is designed to provide treatment of hazardous fuels and to create a defensible space for the Village of Tanacross in the event of a wildfire occurrence.</p>																
<p>16a. NAME AND TITLE OF SIGNER (Type or print)</p>		<p>17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)</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. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Alaska Fire Service (BLM) and the Tanacross Village Council (TVC), for the purpose of implementing the National Fire Plan for community and rural assistance for protection from catastrophic wildland fires.

B. Objective.

1. To plan and implement hazardous fuels reduction activities and training and monitoring associated with such hazardous fuels reduction activities, on federal land, or on adjacent non-federal land for activities that benefit resources on federal land.
2. To expand the existing mitigation and fuels management programs to reduce risks to communities and natural resources in high-risk areas.
3. To promote community assistance programs that may be used to develop local capability including; planning, mitigation and homeowner education.
4. To enhance local and small business employment opportunities for rural communities.

C. Authority. The basis for this agreement is for the support or stimulation of a public purpose authorized by the following Federal statute(s):

1. Department of the Interior and Related Agencies Appropriations Act for the Fiscal Year ending September 30, 2001, and for other purposes. Public Law 106-291, Title IV – Wildland Fire Emergency Appropriations.

D. Benefits. The activity to be undertaken through this agreement are in furtherance of the BLM and the BLM mission by the providing the following benefits:

1. Reduce the risk and consequences of wildfire, both in and around communities and in wildland areas.
2. Expand the capacity for local communities to help themselves.
3. Enhance the economic stability of rural communities.

II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment

approvals, terminating the agreement or any TO thereto and closing out 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 which 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. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. Tanacross Village Council (TVC). May also be referred to as recipient.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the TVC representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager. The Project Manager will be responsible for the day to day operations under the terms of this agreement. This will include accomplishing the tasks and preparing reports.

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipients organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

III. Project Management Plan.

A. The BLM agrees to work diligently to provide supervision and oversight and to coordinate with TVC and other public and private organizations, agencies and individuals to accomplish the identified tasks.

1. Conduct Planning and Acquire Clearances

- a. Develop a written plan to improve community protection.
- b. Identify and obtain appropriate permits and clearances to accomplish work.
- c. Identify monitoring and maintenance requirements for long term community protection.

2. Accomplish the following Hazardous Fuels Reduction Activities as identified in each task order.

- a. Wildland Fuels
 1. The thinning, slashing, and piling of hazardous fuels through mechanical treatments.

- b. Structural and Landscape
 1. Survivable space
 2. Planning, zoning and ordinances

3. Develop and implement fire education, training, and/or community action plans/program(s) which may include the following:

- a. Mitigation and prevention through the use of the Firewise Program.
- b. Planning, zoning and ordinances
- c. Survivable space
 1. Vegetative management
 2. Structural Ignition

4. Expand community capability to enhance local employment opportunities

- a. Recruit and provide direct supervision of eligible participants
- b. Ensure proper training in safe working practices
- c. Provide appropriate work attire
- d. Ensure payroll and workers' compensation are maintained
- e. Provide transportation, tools, supplies and equipment

5. Develop short- and long-term Monitoring and Maintenance Plans

- a. Hazardous fuels reduction
- b. Community fire education and training with Firewise Program.
- c. Community action programs

B. The BLM agrees to provide technical assistance, training and oversight and assist in coordinating with other federal agencies as needed to accomplish the following identified tasks:

1. Assist with Planning and Clearances

- a. Provide technical assistance in the development of a written plan to improve community protection.
 - b. Assist in identifying and obtaining appropriate permits and clearances to accomplish work.
 - c. Assist in identifying monitoring and maintenance requirements for long term community protection.
2. Assist with Hazardous Fuels Reduction Activities by providing the following based on mutual agreement between parties: technical assistance, training, equipment, and/or oversight.
- a. Wildland Fuels
 1. Mechanical
 2. Prescribed Fire
 - b. Structural and Landscape
 1. Survivable space
 2. Planning, zoning and ordinances
3. Assist in developing and implementing of fire education, training, and/or community action plans/program(s) which may include the following:
- a. Mitigation and prevention
 - b. Planning, zoning and ordinances
 - c. Survivable space
 1. Vegetative management
 2. Structural ignition
4. Assist the recipient in enhancing local employment opportunities by:
- a. Conducting agreed-upon training to accomplish individual task orders
 - b. Providing technical oversight and plans, drawings, maps and specifications for work to be performed under task orders.
5. Assist in the development and implementation of short- and long-term Monitoring and Maintenance Plans
- a. Hazardous fuels reduction
 - b. Community fire education and training
 - c. Community action programs
6. Provide payments to the TVC in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

C. It is mutually agreed that

1. The BLM and the TVC will meet as often as necessary to identify training and development needs and to review work projects to be accomplished.
2. The specific work to be performed under this agreement shall be negotiated by both parties in advance of the issuance of a TO. The partner shall perform no work for which reimbursement will be requested without a properly signed TO and shall perform only that work which is in accordance with the TO.
3. Insofar as the United States is legally authorized to do so, it shall hold the recipient harmless from any damages or injury resulting from the work designated under each TO. In so doing, the United States does not intend to, nor does it hold said recipient harmless from any damages or injury arising out of or resulting from any negligent acts or omissions of any employee, nor is this article intended to confer any liability upon the United States Government not presently existing under Federal Law. The United States Government is self insured under the Tort Claims Act, 28 U.S.C. 2671-2680.
4. Recipient members placed under this CA are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have entitlement to any Federal benefits such as insurance, retirements, and leave. The BLM shall have no responsibility for expenses of recipient member, for which the recipient has full and exclusive responsibility.

IV. Schedule of Items

A. TVC shall furnish all labor, administrative support of all TCC employees, equipment, materials, supervision, transportation, incidentals and all work necessary to provide wildfire hazard reduction treatments on the Tanacross Fuels Reduction Project unless otherwise mentioned in this agreement..

- C.1.2 Generally, work will consist of falling trees, harvesting usable wood fiber and piling slash and unused portions of thinned trees.
- C.2.0 SPECIFICATIONS
- C.2.1 Minimize damage to residual trees.
- C.2.2 Utilize rubber tired vehicles for access.
- C.2.3 Stumps will be left no higher than two inches above the forest floor.
- C.2.4 Thinning
- C.2.4.1 In the white spruce type, trees will be thinned to an average tree spacing of

8 feet and felled to a stump height of 2" or less, bucked into 6 foot lengths and piled.

C.2.4.2 Remove ladder fuels by pruning live and dead limbs to a designated height of 6 feet above ground level unless otherwise specified by the PI. Limbs shall be cut cleanly and as close to the bole of the tree as possible.

C.2.5. Hand pile and cover

C.2.5.1 All wood fiber that could be used as firewood (over 4" top diameter) will be cut in six foot lengths and piled in areas accessible by truck or four wheeler.

C.2.5.2 All slash generated will be piled.

C.2.5.3 All piles shall be constructed by laying limbs, stems and cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches with needles attached) to provide "kindling" for prompt ignition and to aid in the combustion of larger slash. These fuels shall be placed in the center of the pile.

C.2.5.4 Unless approved by the PI, maximum pile size shall be 8 feet in diameter by 8 feet in height, and a minimum pile size shall be 5 feet in diameter by 4 feet in height.

C.2.5.5 All piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil polyethylene plastic, such that at least 80 percent of the pile's surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris.

C.2.5.6 Piles shall not be placed closer than 100 feet of any structures.

C.2.5.7 All slash generated during a work day is to be piled at the end of that work day.

C.2.5.8 Piles shall not be closer than 10 feet to reserved trees unless approved by the PI. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams. Avoid placing under power lines or overhanging branches. Extra trees may need to be cut to accommodate pile location.

C.3.0 TVC FURNISHED ITEMS

C.3.1 Unless otherwise specified herein, the TVC shall furnish all labor, equipment, materials, supervision, transportation, and incidentals necessary to perform the services in accordance with the specifications, terms, and conditions of this agreement.

C.3.2. Crew Requirements

C.3.2.1 TVC's personnel shall be at least 18 years of age and physically capable of performing the work required under this contract.

C.3.2.2 TVC's personnel shall use the following personal safety gear during all work activities: Hard hat, leather gloves, chainsaw resistant boots, long-sleeve shirts. During chainsaw and swamping operations the personnel will also be required to wear chainsaw safety chaps, safety glasses, and ear protection.

C.3.2.3 TVC will maintain a 16 person crew in order to complete the project in a timely manner.

C.3.3. Supervision Requirements

C.3.3.1 TVC shall designate one supervisor for each crew. Supervisors shall be identified by TVC at the pre-work conference. One alternate supervisor may be designated.

C.3.3.2 The person designated by TVC as the supervisor must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by:

- a. Making periodic inspections of the crew's work:
- b. Advising the crew of any discrepancies found in the work that deviate from the specifications, and providing instructions for correcting improper work.

C.3.3.3 The supervisor shall be present at the work site each work day. If a supervisor is not present, the crew will not be permitted to work.

C.3.3.4 The supervisor shall have a copy of the agreement and know the requirements of the agreement including technical requirements and unit locations.

C.3.3.5 Safety concerns require that crew members shall not be left alone and accessibility to emergency transportation shall be provided by the TVC at all times. In addition, it is recommended, because of the required use of

hand or power tools for cutting vegetation, that TVC provide certain minimum safety precautions for it's crews, as follows.

- a. At least one crew member shall be present who has had formal first aid training.
- b. A first aid kit should be kept at the work area.
- c. All crew members should be instructed in and reminded of the proper use of their cutting tools.
- d. All tools should be well maintained on a daily basis. A dull cutting tool may be hazardous.

C.4.0 PERFORMANCE REQUIREMENTS

C.4.1 TVC shall provide access to the project in order to maintain an inspection system acceptable to the Government covering the services under this agreement. Inspections shall be performed by the BLM concurrently with the work being done.

C.4.2 TVC shall provide access to the project site to the BLM for follow up prescribed fire treatments (disposal of generated slash piles) of mechanically treated hazardous fuels.

C.4.3 Once the project is completed, TVC will maintain a prevention and fuels management program for the long term protection of the Native Village of Tanacross from wildfire.

C.4.4 TVC will complete Phase 1 (mechanical treatment, thinning, slashing and piling) within the appropriated funding and NTE amount. Target goals are to complete Phase 1 and Phase 2 over a two year period from start date.

C.5.0 GOVERNMENT-FURNISHED PROPERTY AND MATERIALS

C.5.1 Any government 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, sub-part C, Section 12.71 through 12.74.

C.5.2 The government will furnish property and materials required for the performance of the recipient's crew employees. The recipient's crew employees are authorized to accept issues of property and materials from the government. That acceptance shall constitute custodial acceptance and accountability. The original documents receipted and signed by the recipient's crew employees shall be submitted to the PI. The recipient shall be required to maintain an adequate inventory management system

for all property and materials issued by the government.

- C.5.3 During the term of this agreement, the security of all government property issued to the recipient's crew employees is the responsibility of the recipient. For government property that is lost, damaged, or totally destroyed as a result of the recipient's crew employee negligence the cost of repair or fair market value of the property will be charged to the recipient and deducted from payments due under this agreement. The recipient must return all government property within 72 hours of request by the AR. The Government will be responsible for maintenance, rehabilitation and repair of government furnished property.
- C5.4 For property and materials loaned to the recipient, BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that resource or remedies are provided by congress under the Federal Tort Claims Act [28 U. S. C. 1346 (b), 2401 (b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306] .
- C.5.6 The Government shall provide the property listed below:
- a. 10 chainsaw kits (property)
 - b. 16 hard hats (property)
- C.5.7 The government shall provide the following materials.
- a. Forest Laborer's Supplies: gloves, canteen, etc. (materials)
 - b. 4.mil plastic sheeting for covering piles (materials)
- C.5.3 Prescribed Fire Treatments
- C.5.3.1 BLM shall provide planning, equipment, materials and supervision for follow-up prescribed fire treatments.
- C.5.3.2 BLM will dispose of all slash piles generated at the end of each cutting season in a timely manner and when conditions allow through the use of prescribed fire.
- C.5.3. BLM will use local hire Emergency Firefighters to assist in the follow-up prescribed fire treatments.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect for the remainder of FY 02, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84. This agreement may be renewed for subsequent FYs (NTE a total of five), subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement.

V. Task Orders (TO).

A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective

VI. Financial Support.

A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The TVC hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

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

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. \$143,640 represents the NTE amount for which the BLM will be responsible under the terms of this agreement over the life of the agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the BLM be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

E. Task orders will be issued for individual units. Payments will be made in accordance to work compliance and completion and delivery of treated acreage to specifications outlined in (C.2.0) of IV. Schedule of Items. Advance payment for Unit 1 will be made available to assist with start up cost associated with the project.

FIRST YEAR FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2006

SUB ITEM	DESCRIPTION	EST QTY	TOTAL UNIT	AMOUNT
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Wildfire Hazard Reduction Treatments Unit Descriptions

Unit 1	Thinning, Slashing, Piling	10.2	AC	<u>\$28,560</u>
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Unit 2	Thinning, Slashing, Piling	12.4	AC	<u>\$34,720</u>
Unit 3	Thinning, Slashing, Piling	12.3	AC	<u>\$34,440</u>
Unit 4	Thinning, Slashing, Piling	16.4	AC	<u>\$45,920</u>

C. Description / Specifications / Work Statement

C.1.0 GENERAL

C.1.1 Description of Work - The services of this agreement and the proposed activity of Phase 1 (Mechanical Treatment) is to thin trees and remove ground fuels at the Tanacross village site. (Project is composed of approximately 52 acres of forested land, see unit descriptions and map). This will reduce current fire hazard throughout the timber stands in the proposed area, reduce the danger of falling hazard trees near residences, people, tribal offices, the health clinic and village store. Other benefits are possible increase in value of residual trees, employment opportunities and a firewood source for the village.

UNIT DESCRIPTIONS

Tanacross is located in Township 18 and 19 North; Range 11 East, South of the Tanana River and West of the Bureau of Land Management Airfield. Unit forested areas include only the acreage to be treated. Total treatment area is 51.3 acres. Structures are present just outside boundaries of the treatment areas.

- Unit 1 Unit 1 is located on the West to Southwest edge of Tanacross. Total forested area to be treated is 12.2 acres. The fuels are primarily a dense stand of white spruce pole timber. The Northeast edge of this unit is 3rd Street and several single family residences are located near the Northeast boundaries of the unit.
- Unit 2 Unit 2 is located on the South edge of Tanacross. Total forested area to be treated is 12.4 acres. The fuels are primarily a dense stand of white spruce pole timber. This unit borders one single family residence, the village council buildings and the school. The east edge of the unit is bordered by a large field and most of the Northwest boundary is bordered by a road.
- Unit 3 Unit 3 is located on the North edge of Tanacross. Total forested area to be treated is 12.3 acres. The fuels are primarily a dense stand of white spruce pole timber. The Southern edge of the unit boundary is near several single family residences.

The Tanacross Village Cemetery is located on the western edge of this unit.

Unit 4 Unit 4 is located in the center of Tanacross and is bordered completely by the other units. Total forested area to be treated is 16.4 acres. The fuels are primarily a dense stand of white spruce pole timber. Several single family residences exist just outside the boundaries of this unit.



(See Map Next Page)

Tanacross Village Hazard Fuel Reduction Project



500 0 500 1000 Feet

Key

-  Thinning units
-  Forested thinning areas



Prepared by W. Putman
Tanana Chiefs Conference, Inc.
Forestry Program
February, 2001



VII. Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

B. TVC shall be entitled to reimbursement based upon work compliance and completion of acreage treated as specified in task orders and upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.

C If advance payments are made the TVC must submit a Federal Cash Transaction Report, SF 272 to the AO 15 working days following the end of each quarter.

D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

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 C, Section 12.71 through 12.74.

IX. Deliverables and Reports.

Submit one copy of an annual performance report to the Assistance Representative within

90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 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. Assistance Officer (AO)

Bureau of Land Management
ATTN: Susan Ryherd
6881 Abbott Loop Road
Anchorage, Alaska 99507
(907) 267-1306

B. Assistance Representative (AR)

Bureau of Land Management
Fred J. Hernandez
P.O. Box 35005
Ft. Wainwright, Alaska 99703
(907) 356-5549

C. Project Inspector(s) (PI)

Bureau of Land Management
Fred J. Hernandez / Mark Musitano / Paul Lenmark
P.O. Box 35005
Ft. Wainwright, Alaska 99703
(907) 356-5549

D. Responsible Official

Tanacross Village Council
Jerry Isaac
P.O. Box 76009
Tanacross, Alaska 99776-6009
(907) 883-5024

E. Project Manager

Tanacross Village Council
Adam Martin

P.O. Box 76009
Tanacross, Alaska 99776-6009
(907) 883-5024

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 a TVC official and the Assistance Officer. Administrative changes (i.e. AO name change) which 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.

D. Deposit of Publications

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

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 is incorporated by reference.

C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.

D. 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.

E. 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.

F. 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.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are

incorporated by reference.

H. 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.

I. 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.

J. 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.

K. 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.

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

THE NATIVE VILLAGE OF TANACROSS; PO BOX 76009; TANACROSS, ALASKA 9976-6009

Check ___ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.

2. EFFECTIVE DATE

3. REQUISITION NO.

4. ISSUED BY

5. ADMINISTERED BY *(If other than Item 4.)*

6. NAME AND ADDRESS OF RECIPIENT *(No., street, county, state, and ZIP)*

(T)

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.

8B. DATED

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

G The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications **G** is extended, **G** is not extended. Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning ___ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION *(attach additional pages if needed)*

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA *(If required)*

12. IMPORTANT: Recipient **G** is not, **G** is required to sign this document and return ___ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER *(Type or print)*

14A. NAME AND TITLE OF ASSISTANCE OFFICER *(Type or print)*

13B. RECIPIENT/APPLICANT

13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED

(Authorized Signature)

BY _____
(Signature of Assistance Officer)