

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, U.S. Fish and Wildlife Service (FWS) and the [LEGAL NAME] Fire Department (XX VFD), hereinafter also referred to as the Rural Fire District (RFD) or recipient, for the purpose of enhancing the fire protection capability of rural fire districts.

B. Objectives. To provide assistance in training, equipment purchase, and prevention activities on a cost share basis. To increase firefighter safety, enhance the fire protection capabilities of rural fire departments, and enhance protection in the urban-wildland interface. To increase the coordination between local and Federal firefighting resources.

C. Authority. P.L. 106-291, Making Appropriations for the Department of Interior and Related Agencies for the Fiscal Year ending September 30, 2001, and for Other Purposes, which states, in part, the Department of Interior will provide rural fire assistance.

D. Benefits. The public will benefit by having reduced fire loss, the development of fire prevention programs, and the reduction of occurrence and intensity of wildland fires within the urban interface.

II. Definitions.

A. Agreement: This Grant/Cooperative Agreement.

B. Contracting Officer (CO): The FWS Contracting Officer. The CO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The CO is responsible for monitoring the agreement, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement, and closing out the agreement.

C. The U.S. Fish and Wildlife Service may also be referred to as the Service or FWS.

D. The Code of Federal Regulations (CFR).

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

F. The [LEGAL NAME OF] Fire Department (XX FD) may also be referred to as the recipient or RFD.

G. NTE: Not-to-Exceed

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

I. Project Manager: The recipient's Project Manager.

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

III. Project Management Plan.

A. The RFD agrees to:

1. Equipment purchase: Provide 10% of the grant funds to purchase wildland Personal Protective Equipment (PPE) for its firefighters. Purchase supplies and materials associated with wildland firefighting activities, (i.e., fuses, hose, adapters, nozzles, drip torches, etc.), and/or wildland fire tools, engines, trucks, pumps and pump packages to be identified by types and quantities.

2. Prevention Activities: Utilize supplies, materials and equipment purchased with Grant funds for wildfire suppression activities within the Rollingstone area of responsibility/coverage, which includes Federal Refuge lands.

B. The FWS agrees to:

1. Training: Assist in identifying training opportunities and developing training plans for rural firefighters..

2. Provide payments to the RFD in accordance with Section V, Financial Support, and Section VI, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement. This agreement shall become effective on XX-XX-200X and continue through the remainder of federal fiscal year 200X, XX-XX-200X, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84. This agreement may be renewed (NTE a total of five years), subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement. The certifications of Attachment B are hereby incorporated into this agreement by reference.

V. Financial Support.

A. This agreement may be funded each FY based on the availability of FWS funding. The RFD hereby releases the FWS from all liability due to failure of Congress to appropriate funds.

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

C. \$XXXX.XX represents the annual NTE amount for which the FWS will be responsible under the terms of this agreement. Each modification issued will specify the NTE amount for that modification. The FWS shall not be obligated to pay for nor shall the RFD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that modification.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64. Other Federal funds may not be used for cost sharing. The required cost share is 90% FWS and 10% RFD contribution. Cooperator's contribution may in whole or part be in the form of the fair market value of in-kind services.

VI. 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)), or National Institute of Health (NIH) payment system.

2. Electronic funds transfer is mandatory. Therefore, 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:

U.S. Fish and Wildlife Service (Attn: CGS)
Bishop Henry Whipple Federal Building, Room 652
1 Federal Drive
Fort Snelling, Minnesota 55111-4056

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

B. The RFD shall be entitled to reimbursement or advance payment upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.

VII. Property Management and Disposition.

Any FWS 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. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees to the extent authorized by applicable laws to assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. The FWS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306.

VIII. Deliverables and Reports.

Submit one copy of an annual performance report to the FWS within 90 days after the end of the Fiscal Year (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.

IX. Key Officials.

- A. Contracting Officer (CO) XXXXX XXXXXXXXXXXX
U.S. Fish and Wildlife Service (CGS)
Bishop Henry Whipple Federal Building
1 Federal Drive
Fort Snelling, Minnesota 55111-4056
(612) 713-5215

- B. FWS Field Representative
XXXXXXXXXXXXXXXXXXXX
U.S. Fish and Wildlife Service, XXXXXXXX District
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX National Wildlife and Fish Refuge
XXX XXXXXXXXXXXXXXXStreet
XXXXXXXXXXXX, XX XXXXX
(XXX) XXX-XXXX

- C Grant Recipient
XXXXXXXXXXXX Fire Department
XXXX XXXXXXX Street
P.O. Box XXX
XXXXXXXXXXXX, XX XXXXX
(XXX) XXX-XXXX

- A. Recipient's Project Manager
XXXXXXXX XXXXXXXXXXXX
XXXXXXXXXXXXXXXX Volunteer Fire Department
XXXX XXXXXXX Street
P.O. Box XXX
XXXXXXXX, XX XXXXX
(XXX) XXX-XXXX

- E. Recipient's Responsible Official
XXXXXXXX XXXXXXXXXXXXXXX Fire Chief [or other official title]
XXX XXXXXXXXXXX Street
P.O. Box XXX
XXXXXXXXXXXX, XX XXXXX
(XXX) XXX-XXXX

X. 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; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both the RFD and the CO. Administrative changes (i.e. name change) which do not change the project management plan, NTE amount, etc., or otherwise affect the recipient, may be signed unilaterally by the CO.

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.

XI. 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. Also see Attachment A, hereby incorporated by reference into this agreement.

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. 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.

I. 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.

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