

# Attachment 13

Fire Protection Agreement  
California Department of Forestry  
and  
The Bureau of Reclamation

7-2277(02-02)  
Bureau of Reclamation

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

ASSISTANCE AGREEMENT

PAGE 1 OF 10

1. AGREEMENT NUMBER 02FC200079 CDF# 7CA02011		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT State Government (00)	
4. ISSUING OFFICE (NAME, ADDRESS) U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898			5. RECIPIENT (NAME, ADDRESS, TELEPHONE) State of California Department of Forestry & Fire Protection P.O. Box 944246 Sacramento, CA 94244-2460 Taxpayer Identification #68-0306069 DUNS #: 01164747 EIN #:		
6. ADMINISTRATIVE POINT OF CONTACT (NAME, ADDRESS, TELEPHONE, E-MAIL) Steve Lattner, MP-3800 Bureau of Reclamation, Mid-Pacific Region 2800 Cottage Way, Room E1819 Sacramento, California 95825-1898 Email: slattner@mp.usbr.gov			7. RECIPIENT PROJECT MANAGER (NAME, ADDRESS, TELEPHONE, E-MAIL) Lloyd Limprecht State Of California Department of Forestry & Fire Protection P.O. Box 944246 Sacramento, CA 94244-2460 (916) 653-6521		
8. TECHNICAL REPRESENTATIVE (NAME, ADDRESS, TELEPHONE, E-MAIL) Charles Johnson Bureau of Reclamation, Mid Pacific Region 2800 Cottage Way, MP-400 Sacramento, CA 95825 Ph: 916-978-5266			9. EFFECTIVE DATE See 17 a		
			10. COMPLETION DATE September 30, 2005		
11. PROGRAM STATUTORY AUTHORITY Title 16, U.S.C. 594, Protection of Timber Owned by the United States from Fire, Disease, or Insect Ravages and Public Law 102-377.					
12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION	
TOTAL AMOUNT OF AGREEMENT		\$0.00		\$0.00	
AMOUNT OF FUNDS OBLIGATED		\$ 0.00		\$0.00	
				13. REQUISITION NUMBER 02205000099	
				14. ACCOUNTING AND APPROPRIATION DATA See Statement of Work	
15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT Cooperative Agreement with the State of California: Department of Forestry & Fire Protection for fire prevention and suppression services within the Lake Berryessa, Stony Gorge East Park, Shasta, and Millerton areas.					
15a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient			17a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Bureau of Reclamation		
BY <u>James M. Wright</u> DATE 9/25/02			BY <u>Elizabeth A. Bartoll</u> DATE 9/27/02		
15b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER (Type or print) James M. Wright Deputy Director Chief of Fire Protection <input type="checkbox"/> Additional signatures are attached (916) 653-9424			17b. NAME OF GRANTS AND COOPERATIVE AGREEMENTS OFFICER (Type or print) (Sgt) Elizabeth A. Bartoll		

DOCUMENTS INCORPORATED HEREIN BY REFERENCE:

**NAPA COUNTY FIRE DEPARTMENT  
CALIFORNIA DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**  
COOPERATIVE FIRE PROTECTION SINCE 1932

Ed Stadelhofer  
Battalion Chief

Spanish Flat Station  
4454 Knoxville Road  
Napa, CA 94558  
PHONE 707/966-2344 FAX 707/966-0904

**FAX TRANSMITTAL**

To: John Reed

From: Jim Christison

Number of pages to follow: 1

Subject: 2000-2001 Calls

Comments: If you need Anything more  
please Call.

**ATTACHMENT I**

**02FC200079**

**STATEMENT OF WORK**

STATEMENT OF WORK

Cooperative Agreement

CDF #7CA

02-FC-20-0079

Page 1 of 10

I. Cooperative Project

The cooperative project to be accomplished under this Agreement is the suppression of wildland fires on Reclamation lands.

II. Term of Agreement

This Agreement shall become effective upon being executed by both parties.  
The Agreement shall be effective through the completion date of September 30, 2005.

III. Mutual Cooperation

To accomplish the purpose and objective of this Agreement, each party agrees to cooperate with the other in fulfilling its obligations as herein provided.

IV. Specific Obligations of the Parties

A. State's Obligation

1. Provide "Basic" fire suppressions as against all wildfires on Reclamation lands.
2. The State shall, as soon as is practicable, notify the Reclamation Officer, facility manager, and reservoir manager of fires known to exist on Reclamation lands, as described in Attachment ~~4~~ and shown on the maps in Attachment 2.  
*Records of LW II*
3. ~~Respective~~ <sup>Records of LW II</sup> of action of others to suppress fires occurring in or threatening the protected Reclamation lands, the State shall take charge of control action on any such fire as soon after discovery as is practicable and will immediately take action to suppress such fire in a cost-effective manner consistent with policies. *III* *Lab* *INITIALS*
4. After completion of fire suppression action, transmit to Reclamation a copy of the Forestry fire report for each fire on Reclamation lands.
5. Maintain adequate records and accounts of the costs for each fire for which Reclamation may be billed in such detail as will enable a qualified person to readily determine fire suppression costs which are reimbursable under this agreement and preserve such records for three years following payment. To the extent practical, such records shall include, but not be limited to all applicable employee attendance records, payrolls, copies of sub-contracts, purchase orders, invoices, from and payments to any subcontractors and suppliers.
6. Prepare and submit invoices for fire suppression costs relating to each fire occurring on Reclamation lands. In case of complex fire actions, State may submit partial

STATEMENT OF WORK

Cooperative Agreement  
CDF #7CA

02-FC-20-0079

Page 2 of 10

invoices with notation indicating supplemental invoices will follow. A general summary of said costs will be provided to Reclamation with each invoice from the State.

B. Reclamation's Obligation

1. Furnish State with maps on or before showing the location of Reclamation lands to be protected by State under this agreement.
2. Notify State (by April 1st each year) during the term of this agreement, of:
  - a. ownership changes in lands to be protected by forestry; and
  - b. the acreage to be protected by State under this agreement
3. Permit State to use all roads, truck trails, springs, reservoirs, fire tanks, and other available "as is" facilities maintained by Reclamation for State's use in fire suppression activities.
4. Provide a Resource Advisor to the State upon request of the Incident Commander to said advisor delegated line authority.
5. Pay the cost of fire suppression as specified in Item 6 below.
6. Transfer of funds:
  - a. Reclamation agrees to pay the State for actual fire suppression costs incurred by the State while suppressing fires on Reclamation lands. Reimbursement to be claimed by the State (as determined by the State) and approved by Reclamation shall include:
    1. Salaries and wages for permanent and seasonal State personnel used to suppress the fires. (Reimbursement for the salary or wage of any employee shall be computed on the direct daily or hourly wage of that employee including both actual overtime payments and related employee benefit costs.)
    2. The actual costs to State for use of personnel from other agencies, and for paid "pickup" labor used to suppress a fire.
    3. The actual cost to State for food services, transportation, and sleeping accommodations for personnel engaged in suppressing the fires.

CDF #7CA

02-FC-20-0079

Page 3 of 10

STATEMENT OF WORK

- 4. The actual equipment operation costs expended by State to suppress the fires. (These costs shall be calculated by using the hourly or mileage rates for each class of vehicle, as listed in the Fire Cost Reimbursement Tables prepared annually by the State.)
  - 5. The total cost to State for equipment rented to suppress the fires.
  - 6. Replacement or repair cost to State for equipment and tools damaged, destroyed, or lost as a result of a fire. However, any such claim shall be reduced by any salvage value and shall be based on the depreciated value of such equipment and tools prior to the fire, as determined by State. Furthermore, State shall eliminate from said claims any cost directly attributable to the negligence of State personnel operating the tool or equipment.
  - 7. Cost will include direct expenditures as well as indirect or administrative cost.
- b. Reimbursement to State for fires which burn into Reclamation lands shall be determined by the ratio which the burned acreage of Reclamation lands bear to the burned acreage of State Responsibility Area Lands involved in the fire, excluding any burned acreage which is the direct protection responsibility of any other fire protection agency.
  - c. Reimburse State within 60 days of receiving State's invoice for fire suppression costs. Each payment will be made to the Department of Forestry and Fire Protection and addressed and mailed to the address set forth in paragraph "V" below.
  - d. Billing shall be submitted to the following address:

Regional Director, Ms. LINDA TURNER *jsd*  
 Mid Pacific Region *SH*  
 U. S. Bureau of Reclamation (MP-3800) *3822*  
 2800 Cottage Way (Rm E-1819) *ps*  
 Sacramento, CA 95825-1898

INITIAL  
*(Signature)*

C. Special Provisions

- 1. Cooperation for Fire Hazard Reduction:

It is mutually agreed that both parties will cooperate in initiating programs to reduce fire hazards on, and promote fire prevention education on Reclamation lands.

STATEMENT OF WORK

2. Records:

The State shall keep and maintain adequate records and accounts of all financial transactions arising under this Agreement and the same shall be subject to audit by Reclamation. The State shall also give Reclamation any available information it may require relative to the work of the State under this Agreement.

3. Availability of Funds:

Reclamation obligation for performance of this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Reclamation for any payment may arise for performance under this contract beyond FY-05, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

4. Authorized Representatives of Reclamation shall be permitted to inspect at any reasonable time facilities and activities pertinent to the fulfillment of this Agreement.

V. Project Officers

All notices and correspondence shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Reclamation: ~~Regional Director~~ CONTRACTING OFFICER  
Mid Pacific Region  
U. S. Bureau of Reclamation (MP-3800) *FB*  
2800 Cottage Way (Rm E-1319)  
Sacramento, CA 95825-1898

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*(Handwritten initials)*

To State: DEPUTY CHIEF  
California Department of Forestry and Fire Protection  
~~STATE/FEDERAL~~ Cooperative Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244-2460

Nothing herein contained shall preclude the giving of any such written notice by personal service.

VI. SPECIAL TERMS AND CONDITIONS

This Agreement terminates and supersedes the previous Agreement between the parties, (Agreement No. 8-FC-20-06380).

## STATEMENT OF WORK

CDF #7CA

02-FC-200079

Page 5 of 10

This Agreement will automatically include Reclamation lands within CDF's direct protection jurisdiction currently covered by separate "full service" contracts with CDF should any of those contracts be terminated. "Full service" contracts currently in force are listed in Attachment B.

VII GENERAL PROVISIONS

- a. Amendments. Any changes to this agreement shall be made by means of a written amendment. Changes dealing with administrative matters (such as changes in paying office, changes of address, etc.) may be made by a unilateral amendment. An amendment pursuant to the below clause b, Termination for Cause, may also be made unilaterally. Any other changes shall be made by a bilateral amendment (signed by both parties). No written statement by any other person than the Grants and Cooperative Agreements Officer, and no oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the agreement.
- b. Termination for Cause. Reclamation may terminate the agreement in whole, or in part, at any time before the date of completion, whenever it is determined that CDF has failed to comply with the conditions of the agreement. Reclamation shall promptly notify CDF, in writing, of the determination and the reasons for the termination, together with the effective date. Payments made to CDF or recoveries by Reclamation under agreements terminated for cause shall be in accordance with the legal rights and liabilities of the parties.
- c. Termination for Convenience. Reclamation or CDF may terminate the agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. CDF shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. Reclamation shall allow full credit to CDF for Reclamation share of the noncancelable obligations, properly incurred by CDF prior to the termination.
- d. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns: It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing Grants and Cooperative Agreements awarded by any Federal agency.

CDF hereby agrees to carry out this policy in the awarding of subagreements and contracts to the fullest extent consistent with efficient Grant/Cooperative Agreements performance. CDF further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of CDF's compliance with this clause. As used in

## STATEMENT OF WORK

this agreement, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  - (2) Whose management and daily business operations are controlled by one or more of such individuals.
- e. Equal Employment Opportunity. All contracts awarded in excess of \$10,000 by CDF and its Contractors or Subcontractors shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, part 60).
- f. Procurement Standards. To reflect the Interior Department's implementation and support of Executive Order 12432, dated July 14, 1983, the Minority Business Enterprise development, Departmental Clause, "Procurement Standards"--Attachment O is attached and incorporated into this agreement. Accordingly, the CDF shall submit quarterly Minority Business Utilization Reports, DI-1925 (copy included in Attachment O to the RECLAMATION within 10 days after the end of each fiscal year quarter, and to the Department of the Interior (DOI), Office of Small and Disadvantaged Business Utilization (OSDBU), Room 2527, 18th and E Streets NW, Washington, DC 20240. Attachment O

"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. In particular, recipients should:

1. Place minority business firms on bidder's mailing lists.
2. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
3. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
4. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Small Business Administration, the Office of Small and Disadvantaged

STATEMENT OF WORK

CDF #7CA

02-FC-20-0079

Page 7 of 10

Business Utilization, DOI, the Business Utilization and Development Specialist who reside in each DOI bureau and office, and similar state and local offices where they exist."

VIII. OMB CIRCULARS

A. The following OMB Circulars have been incorporated by reference into this Cooperative Agreement.

ADMINISTRATIVE

A-102 (RFAM 83-7, 85-7)

COST PRINCIPLES

A-87

STATEMENT OF WORK

EXHIBIT A -- GLOSSARY OF TERMS

The following definitions will be applicable in this Agreement:

FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information and the reduction of hazards through engineering methods.

FIRE PROTECTION: Is a general term implying an overall defense against wildland fires. It consists of two major elements; fire prevention and fire control (which implies fire containment and/or suppression or extinguishment).

FIRE SUPPRESSION: Refers to extinguishing or "putting out" wildland fires.

STATE RESPONSIBILITY AREA (S.R.A.): Refers to those lands classified by the State Board of Forestry (under Public Resources Code 4125 and following) as being the areas in which the financial responsibility for preventing and suppressing fires (excluding those on Federally-controlled lands, or those within city limits) is primarily the responsibility of the State.

WILDFIRE: Is defined as a fire burning uncontrolled on lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

WILDLAND: Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

STATEMENT OF WORK

CDF #/CA  
 02-FC-200079  
 Page 9 of 10

ATTACHMENT ~~11~~ 11  
 COOPERATIVE AGREEMENT 02-FC-20-0079

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*(Signature)*

Bureau of Reclamation Lands in California to be covered under this Cooperative Agreement for fire suppression responsibility.

CDF REGION	COUNTIES	EST. ACREAGE	FACILITIES
Northern Region	Napa-Solano-Yolo	7,500	Lake Berryessa
Northern Region	Shasta-Trinity	3,100	Shasta reservoir area
Northern Region	Glenn-Colusa	TBD	East Park & Stony Gorge
Southern Region	Fresno-Madera	TBD	Millerton

Additional Bureau of Reclamation Lands in California to be covered under this Cooperative Agreement for fire suppression responsibility in the event that a contract listed below should be terminated.

CDF REGION	COUNTIES	EST. ACREAGE	FACILITIES	CONTRACT NUMBER
Northern Region	El Dorado	TBD	Auburn recreation area	00-FC-20-0019 CDF #7CA99664
Northern Region	Calaveras-Tuolumne	TBD	New Melones recreation area	7-07-20-L3806 TR87-094
Southern Region	Merced-Santa Clara	TBD	San Luis reservoir area	

STATEMENT OF WORK

CDF #7CA  
02-FC-20-0079  
Page 10 of 10

ATTACHMENT <sup>2nd</sup> III  
COOPERATIVE AGREEMENT 02-FC-20-0079

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Maps of facilities included in this agreement showing general features and Reclamation land boundaries to be inserted here.

## SECTION A. SCHEDULE

### A.1. BACKGROUND

The State of California, Department of Forestry & Fire Protection (recipient) has provided fire prevention and suppression services for the Bureau of Reclamation (Reclamation) since 1979, under Cooperative Agreements 0-07-20-X0123, 8-FC-20-06380, and 99FC201769.

### A.2. PURPOSE

The purpose of this agreement is for the recipient to provide fire prevention and suppression services at Reclamation facilities at Lake Berryessa, Stony Gorge, East Park, Shasta, and Millerton areas.

### A.3. OBJECTIVE

The objective of this agreement is for the recipient to perform the following specific services: 1) plan for fire suppression, 2) patrol the designated areas, 3) operate heavy equipment to construct and maintain fire roads, breaks and to reduce fire fuel, and 4), improve wildlife habitat.

### A.4. BENEFITS

The benefits derived from this agreement shall be the furtherance of Reclamation's mission to protect these designated lands which are at a remote location. Protection of Government-owned land serves a public purpose in that the forests are preserved for ecological and recreational benefits.

### A.5. RESPONSIBILITIES OF THE PARTIES

**Responsibilities of Reclamation:** The United States Bureau of Reclamation (Reclamation), agrees to provide financial assistance to the State of California, Department of Forestry & Fire Protection from date of execution of award through September 30, 2005. Reclamation's responsibilities shall include the following:

1. Furnish State of California with maps on or before showing the location of Reclamation lands to be protected by State under this agreement.
2. Notify State of California (by April 1<sup>st</sup> each year) during the term of this agreement, of:
  - a. ownership changes in lands to be protected by Forestry; and
  - b. the acreage to be protected by the State of California under this agreement.
3. Permit State to use all roads, truck trails, springs, reservoirs, fire tanks, and other available "as is" facilities maintained by Reclamation for State's use in fire suppression activities.
4. Provide a Resource Advisor to the State upon request of the Incident Commander to said advisor delegated line authority.
5. Pay the cost of fire suppression as specified in Item 6 below.
6. Transfer of funds:
  - a. Reclamation agrees to pay the State for actual fire suppression costs incurred by the State while suppressing fires on reclamation lands. Reimbursement to be claimed by the State (as determined by the State) and approved by Reclamation shall include:
    1. Salaries and wages for permanent and seasonal State personnel used to suppress the fires. (Reimbursement for the salary or wage of any employee shall be computed on the direct daily or hourly wage of that employee including both actual overtime payments and related employee benefit costs).

2. The actual costs to State for use of personnel from other agencies, and for paid "pickup" labor used to suppress a fire.
  3. The actual costs to State for food services, transportation, and sleeping accommodations for personnel engaged in suppressing the fires.
  4. The actual equipment operation costs expended by State to suppress the fires. (These costs shall be calculated by using the hourly or mileage rates for each class of vehicle, as listed in the Fire Cost Reimbursement Tables prepared annually by the State).
  5. The total cost to State for equipment rented to suppress the fires.
  6. Replacement or repair cost to State for equipment and tools damaged, destroyed, or lost as a result of a fire. However, any such claim shall be reduced by any salvage value and shall be based on the depreciated value of such equipment and tools prior to the fire, as determined by State. Furthermore, State shall eliminate from said claims any cost directly attributable to the negligence of State personnel operating the tool or equipment.
  7. Costs will include direct expenditures as well as indirect or administrative cost.
- b. Reimbursement to State for fires which burn into Reclamation lands shall be determined by the ratio which the burned acreage of Reclamation lands bear to the burned acreage of State Responsibility Area Lands involved in the fire, excluding any burned acreage which is the direct protection responsibility of any other fire protection agency.
  - c. Reimburse State within 60 days of receiving State's invoice for fire suppression costs. Each payment will be made to the Department of Forestry & Fire Protection and addressed and mailed to the address set forth in paragraph "Project Officers" below.
  - d. Billing shall submitted to the following address:

Ms. Linda Turner  
Mid Pacific Region (MP-3822)  
U.S. Bureau of Reclamation  
2800 Cottage Way (Rm E-1819)  
Sacramento, CA 95825-1898

**Responsibilities of the Recipient:**

1. Provide "Basic" fire suppressions against all wildfires on Reclamation lands.
2. The State shall, as soon as is practicable, notify the Reclamation Officer, facility manager, and reservoir manager of fires known to exist on reclamation lands, as described in Attachment II and shown on the maps in Attachment III.
3. Regardless of action of others to suppress fires occurring in or threatening the protected Reclamation lands, the State shall take charge of control action on any such fire as soon after discovery as is practicable and will immediately take action to suppress such fire in a cost-effective manner consistent with policies.
4. After completion of fire suppression actions, transmit to Reclamation a copy of the Forestry fire report for each fire on Reclamation lands.

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- 5. Maintain adequate records and accounts of the costs for each fire for which Reclamation may be billed in such detail as will enable a qualified person to readily determine fire suppression costs which are reimbursable under this agreement and preserve such records for three years following payment. To the extent practical, such records shall include, but not limited to all applicable employee attendance records, payrolls, copies of sub-contracts, purchase orders, invoices, from and payments to any subcontractors and suppliers.
- 6. Prepare and submit invoices for fire suppression costs relating to each fire occurring on Reclamation lands. In case of complex fire actions, State may submit partial invoices with notation indicating supplemental invoices will follow. A general summary of said costs will be provided to Reclamation with each invoice from the State.

Special Provisions

- 1. Cooperation for Fire Hazard Reduction: It is mutually agreed that both parties will cooperate in initiating programs to reduce fire hazards on, and promote fire prevention education on Reclamation lands.
- 2. Records: The State shall keep and maintain adequate records and accounts of all financial transactions arising under this Agreement and the same shall be subject to audit by Reclamation. The State shall also give Reclamation any available information it may require relative to the work of the State under this agreement.
- 3. Availability of Funds: Reclamation obligation for performance of this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Reclamation for any payment may arise for performance under this contract beyond Fiscal Year 2005 (FY-05), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- 4. Authorized Representatives of Reclamation shall be permitted to inspect at any reasonable time facilities and activities pertinent to the fulfillment of this agreement.

Project Officers

All notices and correspondence shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Reclamation: Contracting Officer  
 U.S. Bureau of Reclamation  
 Mid Pacific Region (MP-3800)  
 2800 Cottage Way (Rm E-1819)  
 Sacramento, CA 95825-1898

To State: ~~Lloyd Limprecht DEPUTY CHIEF~~ *AS est*  
 California Department of Forestry & Fire Protection  
 Cooperative Fire Protection  
 P.O. Box 944246  
 Sacramento, CA 94244-2460

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(initial)

Nothing herein shall preclude the giving of any such written notice by personal service.

**A.6. STATEMENT OF WORK**

See Attachment I, Statement of Work.

**SECTION B. SPECIAL PROVISIONS****B.1. PERFORMANCE PERIOD**

The performance period of the agreement is from date of execution through September 30, 2005.

**B.2. BUDGET - RECLAMATION (MAR 1993)**

Funding will be provided on a cost reimbursement basis, and is only authorized for the actual cost of suppression.

**B.3. FUNDING**

Reclamation shall reimburse the recipient for allowable costs incurred, in accordance with applicable OMB Circular during the effective period of this agreement.

It is understood that any estimated amounts are not binding on either party and are for informational purposes only, until such time as a modification is issued to provide funding for that period.

It is expressly understood that the Government has no obligation to provide funds in addition to those reserved in writing. Except as required by other provisions of this Agreement specifically citing and to be an exemption from this clause, Reclamation shall not be obligated to reimburse the Recipient for costs incurred in excess of the estimated cost set forth in the approved annual budget.

**B.4. PROPERTY AND EQUIPMENT TO BE FURNISHED BY THE GOVERNMENT**

Neither property nor equipment will be provided by the Government under this agreement.

**B.5. REPORTING REQUIREMENTS**

The Recipient will provide Reclamation with both a hard copy and floppy disk copy as specified in paragraph entitled "Responsibilities of the Recipient" pages 3 and 4.

**B.6. DATE OF INCURRENCE OF COSTS - RECLAMATION (MAR 1993)**

The Recipient shall be entitled to reimbursement of allowable costs incurred on or after date of execution, which if incurred after this agreement had been entered into, would have been reimbursable under the provisions of the agreement.

**B.7. INVOICES AND PAYMENT**

Payment will be made for all allowable costs incurred under the terms of this agreement. Invoices shall be submitted in duplicate to:

U.S. Bureau of Reclamation Ms. LINDA TURNER  
Mid-Pacific Region  
Attention: MP-3822  
2800 Cottage Way, Room E-1815  
Sacramento CA 95825-1898

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Invoices shall be in sufficient detail to permit review an analysis of costs incurred. Cost items shall include, but not necessarily be limited to category and hours of labor expended, material and supply costs, travel and per diem, other direct costs and indirect costs. Support documentation may be required at the discretion of the Grants and Cooperative Agreements Officer.

**B.8. APPOINTMENT OF GRANTS AND COOPERATIVE AGREEMENTS OFFICER'S REPRESENTATIVE (GCAOR)**

The Grants and Cooperative Agreements Officer may appoint a GCAOR to act in his/her behalf. The Recipient will be notified of such appointment, the identity of the GCAOR, and any authorities and/or limitations of the GCAOR. This individual may or may not be the representative named in Block 6 of the Form 7-2277.

**SECTION C. GENERAL PROVISIONS**

**C.1. REGULATIONS AND GUIDANCE**

The regulations at 43 CFR, Part 12, Subparts A - F are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support. Copies of OMB Circulars are available on the Internet at <http://www.whitehouse.gov/OMB/circulars/index.html>. The implementation of the circulars at 43 CFR Part 12 is available at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

**a. Agreements with colleges and universities shall be in accordance with the following circulars:**

Circular A-21, revised August 8, 2000, "Cost Principles For Educational Institutions"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

**b. Agreements with State and local governments shall be in accordance with the provisions of the following circulars:**

Circular A-87, as amended August 29, 1997, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12)

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

**c. Agreements made with nonprofit organizations shall be in accordance with the following circulars and provisions:**

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-122, revised May 19, 1998, "Cost Principles for Non-Profit Organizations"

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

**d. All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with 48 CFR Subpart 31.2 titled "Contracts with Commercial Organizations" which is available on the Internet at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.**

### C.2. MODIFICATIONS

Any changes to this Agreement shall be made by means of a written modification. Changes dealing with administrative matters (such as in paying office, changes of address, etc.) may be made by a unilateral modification. A modification issued solely for funding a Federal Fiscal Year may also be made unilaterally. Any other changes shall be made by a bilateral modification (signed and mutually agreed upon by both parties). The Recipient shall submit written requests for bilateral modifications.

### C.3. ASSURANCES INCORPORATED BY REFERENCE

The provisions of the Assurances executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

### C.4. COVENANT AGAINST CONTINGENT FEES

The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### C.5. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES

It is a national policy to award a fair share of contracts to small and 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.

a. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.

b. Affirmative steps shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in b.(1) through (5) above.

**C.6. NOTICE REGARDING BUY AMERICAN ACT**

In accordance with Section 502 of the Energy and Water Development Appropriations Act, 2002, Pub. L. 107-66, please be advised of the following:

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

**C.7. RESOLVING DISAGREEMENTS**

When entering into a Grant/Cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

- a. Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grants or Contract Specialist, the Program Officer, and the recipient's Project Director.
- b. If the disagreement cannot be resolved through informal discussion between these parties, the Grants Specialist and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grants Officer.
- c. After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grants Officer will arrange a formal meeting.

If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Chief, Acquisition and Assistance Management Services, or the Regional Director, whichever is applicable, shall make a decision which shall be final and conclusive.

- d. Nothing herein shall be construed to delay or limit Reclamation's right to take immediate and appropriate action, as set forth at 43 CFR-Subpart 12.83 or 12.962, as applicable, in the event of material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (termination must be in accordance with 43 CFR 12), or other matters specifically addressed by the agreement itself.

**C.8. LOBBYING RESTRICTIONS**

In accordance with Section 501 of the Energy and Water Development Appropriations Act, 2002, Pub. L. 107-66, please be advised of the following:

None of the funds appropriated by this Act may be used in any way, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C.1913.

**C.9. ELECTRONIC FUNDS TRANSFER (EFT)**

In accordance with the Debt Collection Improvement Act of 1996, 31 CFR 208, effective January 2, 1999, all Federal payments to recipients must be made by EFT unless a waiver has been granted in accordance with 31 CFR 208.4. Upon award of a financial assistance agreement, Reclamation will provide the recipient with further instructions for implementation of EFT payments or a certification form to request exemption from EFT.

**C.10. INCREASING SEAT BELT USE IN THE UNITED STATES - EXECUTIVE ORDER 13043**

In accordance with 43 CFR 12.2(e), if you are awarded a grant or cooperative agreement, the following provision is applicable, and shall be incorporated into any grant or cooperative agreement which the recipient awards to a subrecipient:

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.

**C.11. TERMINATION OF THE AGREEMENT**

Termination of this agreement, either for cause or convenience, will be in accordance with the termination provisions of the applicable OMB Circular.

**C.12. ENDORSEMENT OF COMMERCIAL PRODUCTS AND SERVICES**

In accordance with 43 CFR 12.2(d), this provision applies to grants and cooperative agreements whose principal purpose is a partnership where the recipient contributes resources to promote agency programs, publicize agency activities, assists in fund-raising, or provides assistance to the agency. If the agreement is awarded to a recipient, other than a State government, a local government, or a federally-recognized Indian tribal government, and the agreement authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a federally-recognized Indian tribal government.

**C.13. CERTIFICATIONS**

The following certifications are incorporated by reference and made a part of this agreement:

Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-free Workplace Requirements and Lobbying (DI-2010)

**C.14. ATTACHMENTS**

The following attachments are incorporated herein and made a part of this agreement:

Attachment I - Statement of Work