



Council Business Meeting

September 19, 2023

Agenda Item	2023-25 BN Supplement Budget & Resolution – Revenue Recognition & Budget Appropriation for Fire Department		
From	Mariane Berry	Finance Director	
Contact	Mariane.Berry@ashland.or.us (541) 552-2015		
Item Type	Requested by Council <input checked="" type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/>		

SUMMARY

During the course of the Biennium there are times that budget adjustments are necessary. The proposed budget amendments do not increase appropriations by more than ten percent.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Oregon budget law (ORS 294.471) provides for a mid-cycle amendment to the budget through the supplemental budget process.

This supplement budget will recognize and appropriate unbudgeted revenue. These changes consist of additional appropriations of less than ten percent of the budgeted fund, Oregon budget law allows adoption by Council Resolution with no public hearing required.

First, this budget amendment recognizes the revenue from two grants, BLM for \$45,100 and USDA for \$249,700. Below is the explanation of the needed transfers.

<u>Increase In resource:</u>		
General Fund	Grant Revenue	294,800
	Total Increased Resource	\$ 294,800
<u>Increase In appropriation:</u>		
General Fund	Professional Services - Wildfire	30,100
	Personnel Services - Wildfire Temp	15,000
	Programs - Firewise	249,700
	Total Increased Appropriation	\$ 294,800

Secondly, unanticipated revenue from Ambulance Services was collected at the end of Fiscal Year 2023 that was not included in the BN 21-23 or the 23-25 budget, in the total amount of \$141,374. The following reflects recognition of the revenue and the decision to appropriate the amounts to the Wildfire Division.





Council Business Meeting

<u>Increase In resource:</u>		
General Fund	Charges for Services	141,374
	<i>Total Increased Resource</i>	\$ 141,374
<u>Increase In appropriation:</u>		
General Fund	Professional Services - Wildfire	141,374
	<i>Total Increased Appropriation</i>	\$ 141,374

The details of each change can be found on the attached Staff Supplemental Budget Request forms.

FISCAL IMPACTS

The Supplemental Budget transfers increases revenue and appropriations within the budget.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

That the Council adopt the attached resolution to authorize proposed changes as defined within this report for a 2023-25 BN supplemental budget.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to adopt Resolution 2023-23 authorizing a 2023-25 BN supplemental budget.

REFERENCES & ATTACHMENTS

Attachment 1: Resolution Adopting the Supplemental Budget

Attachment 2: Staff Supplemental Budget Requests



RESOLUTION NO. 2023-23

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE 2023-25 BIENNIUM BUDGET

RECITALS:

- A. The City of Ashland 2023-25 Biennium Budget was adopted on June 6, 2023 for the period of July 1, 2023 through June 30, 2025.

- B. The City of Ashland (City) is authorized by ORS 294.471 to approve a supplemental budget for one or more of the following reasons:
 - 1. An occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.
 - 2. A pressing necessity which was not foreseen at the time of the preparation of the budget for the current year which requires prompt action.
 - 3. Funds were made available by another unit of federal, state or local government and the availability of such funds could not have been ascertained at the time of the preparation of the budget for the current year.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. In accordance with provisions stated above, the Mayor and City Council of the City of Ashland determine that it is necessary to adopt a supplemental budget, establishing the following amendments:

	<u>Additional appropriations:</u>	
	<u>Appropriation</u>	<u>Resource</u>
General Fund		
Fire Department - Wildfire Division	294,800	
Intergovernmental		294,800
	\$ 294,800	\$ 294,800

	<u>Additional appropriations:</u>	
	<u>Appropriation</u>	<u>Resource</u>
General Fund		
Fire Department - Wildfire Division	141,374	
Charges for Services		141,374
	\$ 141,374	\$ 141,374

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this 19th day of September, 2023, and takes effect upon signing by the Mayor.

Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 19th day of September, 2023.

Tonya Graham, Mayor

Reviewed as to form:

Douglas M. McGeary, Acting City Attorney

Budget Supplemental Request

Date: 08/28/2023

Department: Fire

Explanation of request:

The BLM grant will support capacity staff with Ashland Fire & Rescue to provide k-12th grade fire ecology education for community smoke & wildfire resilience. The Community Wildfire Defense Grant supports contracts to rewrite the City's Community Wildfire Protection Plan (\$249,700).

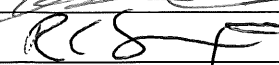
New Revenue

Account Number	Line Item Name	Amount
110.430123	Wildfire Division	\$ 45,100
110.430123	Wildfire Division	\$ 249,700
Total Amount of Transfer		<u>\$ 294,800.00</u>

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
072900.604106	Forestry, Wildfire Grants	\$ 30,100.00
072900.510200	Temporary Personnel	\$ 15,000.00
072900.610355	Firewise	\$ 249,700.00
Total Amount of Transfer		<u>\$ 294,800.00</u>

Requested By: 

Approved By: 
Department Head

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11062752-104
Between
CITY OF ASHLAND
And The
USDA, FOREST SERVICE
STATE AND PRIVATE FORESTRY, PACIFIC NORTHWEST REGION**

Project Title: Wildfire Protection Plan Update

Upon execution of this document, an award to City of Ashland, hereinafter referred to as "City of Ashland," in the amount of **\$249,700.00**, is made under the authority of Infrastructure Investment & Jobs Act, PL 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720 Community Wildfire Defense Grant Program. City of Ashland accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated July 10, 2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 10% of the total cost, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at See Forest Service Administrative Contact under provision B.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. City of Ashland shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS**. Individuals listed below are authorized to act in their respective areas for matters related to this award.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Brian Hendrix 455 Siskiyou Blvd Ashland, OR 97520 Telephone: 541-552-2231 Email: brian.hendrix@ashland.or.us	Chris Chambers 455 Siskiyou Blvd Ashland, OR 97520 Telephone: 541-552-2066 Email: chris.chambers@ashland.or.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kristen Bowles 63095 Deschutes Market Rd Bend, OR 97701 Telephone: 541-383-5543 Email: kristen.bowles@usda.gov	Ben Martin Email: benjamin.martin@usda.gov

- C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). City of Ashland shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	Kristen Bowles at kristen.bowles@usda.gov
FAX: 877-687-4894	
POSTAL: Albuquerque Service Center Budget and Finance – Grants & Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

- E. ELECTION OF DE MINIMIS INDIRECT RATE. City of Ashland has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as City of Ashland chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- F. PRIOR WRITTEN APPROVAL. City of Ashland shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of June 1, 2023, pursuant to 2 CFR 200.458.

The end date, or expiration date is **December 31, 2025**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Ralph E Sartain II Digitally signed by Ralph E Sartain II
Date: 2023.08.10 11:00:00 -07'00'

RALPH SARTAIN, Fire Chief
City of Ashland

Date

ALEX ROBERTSON Digitally signed by ALEX ROBERTSON
Date: 2023.08.11 14:54:42 -07'00'

ALEX T. ROBERTSON, Director
Fire and Aviation Management, U.S. Forest Service

Date

The authority and the format of this award (23-DG-11062752-104) have been reviewed and approved for signature.

Ben Martin

Digitally signed by Ben Martin

Date: 2023.08.09 12:13:13 -07'00'

BEN MARTIN

Date

Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, City of Ashland may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to City of Ashland for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by City of Ashland or any third party.
- C. NOTICES. Any notice given by the Forest Service or City of Ashland will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To City of Ashland, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-

425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

City of Ashland shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with City of Ashland's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. City of Ashland shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. USE OF FOREST SERVICE INSIGNIA. In order for City of Ashland to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify City of Ashland when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of City of Ashland's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. City of Ashland is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

City of Ashland may call on Forest Service's Office of Communication for advice regarding public notices. City of Ashland is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. City of Ashland shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. City of Ashland is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by City of Ashland under this award.
- Any right of copyright to which City of Ashland purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City of Ashland shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish City of Ashland a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, City of Ashland appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, SPF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, City of Ashland shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude City of Ashland from pursuing remedies available under the law.

- P. AWARD CLOSEOUT. City of Ashland must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to City of Ashland must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. City of Ashland shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should City of Ashland or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

1. City of Ashland agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions City of Ashland will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify City of Ashland in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. City of Ashland agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. City of Ashland agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on

which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after City of Ashland learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, City of Ashland must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

W. ELIGIBLE WORKERS. City of Ashland shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). City of Ashland shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
- In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
- (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
- BB. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

1. DATE ISSUED MM/DD/YYYY 08/18/2023

1a. SUPERSEDES AWARD NOTICE dated 05/07/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.228 - BLM Fuels Management and Community Fire Assistance Program Activities

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. L21AC10045-01
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN L21AC10045

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 05/07/2021 Through 05/07/2025

7. BUDGET PERIOD MM/DD/YYYY
From 05/07/2021 Through 05/07/2025

NOTICE OF AWARD



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

8. TITLE OF PROJECT (OR PROGRAM)
OR/WA Southern Oregon Fire Ecology: FireWorks! Digital Learning and Outdoor Education

9a. GRANTEE NAME AND ADDRESS
CITY OF ASHLAND
455 Siskiyou Blvd
Ashland, OR, 97520-2135

9b. GRANTEE PROJECT DIRECTOR
Ms. Sara Jones
20 E Main St
Ashland, OR, 97520-1814
Phone: 541-552-2218

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Cindy Hanks
20 East Main Street
Ashland, OR, 97520
Phone: (541) 488-5300

10b. FEDERAL PROJECT OFFICER
Jena Volpe
3040 Biddle Road
Medford, OR, 97504
Phone: 5416182295

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 83,200.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	\$ 23,500.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 38,100.00
b. Fringe Benefits	\$ 3,000.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 45,100.00
c. Total Personnel Costs	\$ 26,500.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 83,200.00
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project):</i>	
e. Supplies	\$ 4,000.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 0.00	a. 2	\$
g. Construction	\$ 0.00	b. 3	\$
h. Other	\$ 0.00	c. 4	\$
i. Contractual	\$ 44,800.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 75,300.00	e. 6	\$
k. INDIRECT COSTS	\$ 7,900.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 83,200.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 83,200.00	a. DEDUCTION	
n. Non-Federal Share	\$ 0.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		a	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

This amendment adds funding to continue the work. See attached Terms and Conditions.

ASAP.gov account line 00002 must be used only for Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act, related projects. Please work with your program officer to ensure this funding is drawn down for Bipartisan Infrastructure Law related work. If the wrong line item is drawn, recipient may be subject to refund and re-draw from the proper line item.

GRANTS MANAGEMENT OFFICIAL:
Bonnie Bates, Grants Management Officer
1220 S.W. 3rd Avenue
Portland, OR, 97204
Phone: 503-808-6352

17. VENDOR CODE	0070183492	18a. UEI	CRCQD8ZGQSR6	18b. DUNS	076395508	19. CONG. DIST.	02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051005487-00010	\$0.00	05/07/2021	05/07/2025	5017	Cooperative Agreement	
2	0051029916-00010	\$45,100.00	08/18/2023	05/07/2025	1125	BIL Fuel - B	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/18/2023
GRANT NO. L21AC10045-01	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2021	09/30/2022	Annual	09/16/2023
05/07/2021	09/30/2021	Annual	09/16/2023
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	05/07/2025	Final	09/04/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/07/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	05/07/2025	Final	09/04/2025

AWARD ATTACHMENTS

CITY OF ASHLAND

L21AC10045-01

1. Terms and Conditions Modification 1

ATTACHMENT A

The purpose of this amendment is to change the terms and conditions as follows:

1. BLM agrees to increase funding in the amount of \$45,100.00 for the purpose of continuing the work as stated in recipient's revised proposal package, dated 07/06/2023. Any non-Federal funds committed to this project are shown on 11(n). Approved budget categories and amounts are listed in Boxes 11(a)-(l).
2. This program supports the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58 Sec. 40803 Wildfire Risk Reduction.
3. ASAP.gov Line 00002 in the amount of \$45,100.00 is BIL funds for hazardous fuels reduction, per BIL Sec 40803 Wildfire Risk Reduction (C)(7) and consistent with (g)(2) PRIORITIES. This funding must be used for preplanning workshops that increase the pace and scale of vegetation treatments, including training on how to prepare and implement large landscape treatments in priority areas that reduce the likelihood of experiencing uncharacteristically severe effects from a potential wildfire by focusing on areas strategically important for reducing the risks associated with wildfires.
4. **Section 1. Cooperative Agreement Objectives:**
C. Federal Award Performance Goals and Milestones will be updated as follows:

Timetable or Milestones for Phase II New Milestones to be funded with this award

Task	Who performs task	Anticipated Completion Date
Sharing curriculum in a digital format through an established website that is regularly updated with new training dates and developed resources	SOESD and cooperators	November 2022 to May 2025
Reduce education barriers including those for second language learners and underserved students	Cooperators with SOFEE	November 2022 to May 2025
Provide student pilot education for smoke & wildfire resilience	City of Ashland and Cooperators	September – October in 2023, 2024
Host outdoor education activities that increase student knowledge of traditional ecological knowledge	Lomakatsi Restoration Project and Cooperators	Spring 2024

*Dates subject to change based on date of amendment award

5. **Section 2. Proposed Work:**
The following recipient revised documents dated 07/06/2023 are incorporated herein, by reference only SF424, SF424a, SF424b (optional), project work plan, and budget narrative.

ATTACHMENT A

6. Section 3. Term of the Agreement:

2 CFR Part 200.308 (e) (2) Revisions of budget and program plans authorizes a 1-time, period of performance extension up to 12 months. Period of performance end date will change from 05/07/2024 to 05/07/2025.

7. Section 10. General Terms and Conditions:

DOI Standard Award Terms and Conditions (version 3), June 1, 2023 - **Effective for agreements issued on or after June 1, 2023** <https://www.doi.gov/sites/doi.gov/files/doi-award-terms-and-conditions-version-3-effective-june-1-2023.pdf>

8. Section 11. Special Terms and Conditions:

Removes Section E. Conflicts of Interest and F. Data Availability.

Insert the following Section

F. Prohibition on Providing Funds to the Enemy

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas

(c) The BLM has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the BLM becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the BLM becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

G. Buy America Domestic Procurement Preference

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States,

ATTACHMENT A

unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica.

Additional information can also be found at the White House Made in America Office website:
www.whitehouse.gov/omb/management/made-in-america/.

ATTACHMENT A

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for noncompliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

H. Additional Access to Recipient Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated

ATTACHMENT A

value over \$50,000 and will be performed outside the United States, including its outlying areas.

I. Prohibition on certain telecommunication and video surveillance services or equipment

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

9. All other terms and conditions outlined in Attachment 1 of the original agreement, issued on 05/07/2021, and subsequent modifications and attachments, will remain in effect except whereby changed by written modification of the agreement by the Grants Management Officer.

Budget Supplemental Request

Date: 6/14/2023

Department: Fire & Rescue

Explanation of request:

Unbudgeted GEMT CCO remittance for 2023

The funds are needed to off-set wildfire prevention

Please see attached breakdown for appropriations.

New Revenue

Account Number	Line Item Name	Amount
110.440032	All Care	\$ 30,418
Total Amount of Transfer		<u>\$ 30,418.00</u>

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
072900.604160	Other	\$ 30,418.00
Total Amount of Transfer		<u>\$ 30,418.00</u>

Requested By: Emily Matlock

Approved By: Ralph Sartain IA Fire Chief

Budget Supplemental Request

Date: 6/8/2023

Department: Fire & Rescue

Explanation of request:

Unbudgeted GEMT CCO remittance for 2023

The funds are needed to off-set wildfire prevention

Please see attached breakdown for appropriations.

New Revenue

Account Number	Line Item Name	Amount
110.440032	Jackson County Care Connect	\$ 109,470
110.440032	HealthShare	\$ 1,486
Total Amount of Transfer		<u>\$ 110,956.00</u>

Additional Appropriations (Expense)

Account Number	Line Item Name	Amount
072900.604160	Other	\$ 110,956.00
Total Amount of Transfer		<u>\$ 110,956.00</u>

Requested By: Emily Matlock

Approved By: Ralph Sartain AA Fire Chief
Department Head