

STATE OF ALASKA

OFFICE OF THE GOVERNOR

OFFICE OF MANAGEMENT AND BUDGET

SEAN PARNELL, GOVERNOR

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March 26, 2010

The Honorable Kevin Meyer
Chairman
Legislative Budget and Audit Committee
State Capitol, Room 101
Juneau, AK 99801-1182

Dear Chairman Meyer:

Please accept the following *revised* Legislative Revised Program (RPL) for consideration at the March 30, 2010 meeting of Legislative Budget and Audit Committee. The University RPL #45-0-1140 is increased from \$24,990 to \$53,541.

RPL#	Agency	Program
45-0-1140	University of Alaska	Combined Request for ARRA Funding \$53,541 ARRA funds - Capital

If you have questions regarding this revised RPL please call or email the agency contact. Thank you for your consideration of this request.

Sincerely,



Karen J. Rehfeld
Director

Enclosures

cc: David Teal, Legislative Finance

University of Alaska

Subject of RPL: Combined request for ARRA Funding	ADN/RPL #: 45-0-1140-revised
Amount Requested: \$53,541	Appropriation Authority: Sec. 4, Ch. 17, SLA 2009, Page 9, Lines 12-16
Funding Source: Federal Stimulus: ARRA 2009 – Capital	Statutory Authority: AS 14.40.40

PURPOSE

The requested federal stimulus receipt authority will allow the University of Alaska to accept the following awards:

DOI-BLM: Rare Plant Study, Alaska in the amount of \$24,990 for the period 03/15/2010 through 03/14/2013, award L10AC16419.

USGS: Novel ANSS Alaska Seismic Station Upgrade in the amount of \$28,551 for the period of 8/28/2009 through 9/15/2011, award G09AC00496-amended.

PREVIOUS LEGISLATIVE CONSIDERATION

The projects were not previously considered. They are new multi-year federal awards received after February 25, 2010 and have not been requested as part of the University's budget.

TIMING ISSUES

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, which authorized short-term federal spending, designed to stimulate the American economy. Federal stimulus receipt authority was not included in the FY10 budget because ARRA funding was not available for application until February 17, 2009.

BUDGETARY ISSUES

These projects are directly aligned with the University of Alaska's long term plans and missions for the University of Alaska Fairbanks: "The University of Alaska Fairbanks, the nation's northernmost Land, Sea and Space Grant University and international research center, advances and disseminates knowledge through teaching, research and public service with an emphasis on Alaska, the circumpolar North and their diverse peoples. UAF – America's Arctic University – promotes academic excellence, student success and lifelong learning", and the University of Alaska Anchorage: "The mission of the University of Alaska Anchorage is to discover and disseminate knowledge through teaching, research, engagement, and creative expression,"

No State General Funds will be used, nor is any match required. The federal stimulus funds will be expended during the period FY10 through FY13. This request adds an

additional \$53,541 to the University's existing federal economic stimulus authority for competitive, discretionary, and incentive grants capital project appropriation contained within Sec. 4, Ch. 17, SLA 2009.

A copy of the award documents are attached.

Agency Contact: Michelle Rizk, (907) 450-8187

OMB Approved: 

Date: March 26, 2010



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
222 West 7th Avenue, #13
Anchorage, Alaska 99513
<http://www.ak.blm.gov>



March 12, 2010

University of Alaska Anchorage
Grants and Contracts
P.O. BOX 141628
Anchorage, AK 99514-1628

Subject: ARRA-BLM-AK-RFA-10-1838, Rare Plant Study, Alaska

Dear Ms. Weatherby,

The Bureau of Land Management (BLM), Alaska State Office is pleased to announce the award of **GRANT# L10AC16419**, to the University of Alaska Anchorage, Alaska Natural Heritage Program. This award is to assess and manage the control of non-native invasive weeds under the direction of a professional botanist. There is no signature required. Please distribute as needed.

Sincerely,

Sandee Smith
Grants Management Officer
Bureau of Land Management

U.S. Department of the Interior

Bureau of Land Management

NOTICE OF FINANCIAL ASSISTANCE AWARD

Financial Assistance No: L10AC16419
Amendment No: 0
Type of Award: Cooperative Agreements (05)

Award Date:
03/12/2010

Financial Assistance Administrator:
Sandra S Smith

Sandee Smith
222 W. 7th Avenue, #13
Anchorage, AK 99513-7504
Phone: 907-271-5193 Fax: 907-271-4595
Email: sandee_smith@blm.gov

Award Recipient:
UNIVERSITY OF ALASKA ANCHORAGE
DUNS/EIN/TIN: 926000147
3211 PROVIDENCE DRIVE
ANCHORAGE AK 99508
Phone: 9077861791 **Fax:**
Email: ayosp@uaa.edu

Project Officer:

Laurie Thorpe
4700 BLM Rd.
Anchorage, AK 99507
Phone: 907-267-1208 Fax: 907-267-1267
Email: laurie_thorpe@blm.gov

Recipient's Project Officer:

Helen Cortes Burns
3211 PROVIDENCE DRIVE
ANCHORAGE AK 99508
Phone: 9072572787 **Fax:**
Email: anhc@uaa.alasks.edu

NOFA Name:

Copy of Recovery Act Salmon Lake & Unalakleet WSR
Invasive Plants

Catalog of Federal Domestic Assistance(CFDA):

15.231 Fish, Wildlife, & Plant Conserv. Res. Mgmt

Purpose

(See next page, if necessary):

Invasive Plant Assessment and Management Plan, employing rural youth

Project Period:

03/15/2010 - 03/14/2013

Budget Period:

03/15/2010 - 03/14/2013

Funding Information:

Agency Share Only

This Obligation Amount: \$ 24,990.00
Previous Obligation Amount:
Total Obligation Amount: \$ 24,990.00

Accounting Data 1411-0112-1411-LRHR10000DF0000-LRHR10000DF0000 XXXC LXH \$ 24,990.00

(See next page, :
if necessary)

Terms of Acceptance: The terms and conditions for this award are incorporated herein by reference with the same force and effect as if in full text. The full text can be found at www.doi.gov/pam/financialassistance or can be obtained by contacting the Financial Assistance /

Special Conditions

(See next page, if necessary): RECOVERY ACT FUNDING TERMS AND CONDITIONS APPLY TO THIS AGREEMENT.

Sandee Smith 3/12/10

Notice Of Financial Assistance Award

Purpose (Continued): and professional botantist, Nome & Unalakleet, Alaska

**Accounting data
(Continued):**

Special Conditions (Continued): Reference ARRA-BLM-AK-10-1838.

Laurie Thorpe is the BLM Program Officer 267-1208

LLAKA01000 LRHR10000 DF0000 LXHAB0010000 \$24,990

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Alaska State Office (BLM), and the Alaska Natural Heritage Program (AKNHP), University of Alaska, Anchorage (UAA), for the purpose of providing education and employment to local youths from Nome and Unalaska, Alaska as stimulus to an economically depressed region, as well as developing invasive plant management plans and stewardship ethic for the Salmon Lake and Unalakleet River.

B. Objective.

1. Collection of baseline information on the location and extent of non-native plant species along the Unalakleet Wild and Scenic River (WSR), which will increase the States understanding of the distribution of non-native species across Alaska.

2. Development of weed management plans for both the Salmon Lake Special Recreation Management Area (SRMA) and Unalakleet WSR units.

3. Provide education and employment for youth and logistical support in Nome and Unalakleet, both economically depressed regions. The Unalakleet River and Salmon Lake provide spawning habitat for anadromous salmon. Invasive species establishing at riparian and lacustrine margins in Alaska (e.g. *Phalaris arundinacea* [reed canary grass] and *Lythrum salicaria* [purple loosestrife]) have been shown to increase sedimentation. In anadromous salmon streams, this increase in sedimentation would decrease the amount of clean gravel substrate available for spawning, thereby adversely impacting a critical subsistence resource. This effort will both encourage long-term stewardship of at risk resources and provide skills and employment in a region with fewer economic opportunities.

C. Authority.

1. American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5.

2. Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737 (b), as amended, Public Law 94-579, Section 307 (b), which authorizes cooperative agreements for the management, protection, development and sale of public lands.

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

1. Encourage long-term stewardship of the land. It is our hope that by introducing students to botanical techniques and ecological theory we will encourage their long-term commitment to monitoring, managing and protecting the subsistence resources that their communities rely on for food and livelihood.

2. Protection of the environment. BLM sections of the Unalakleet WSR will be surveyed for non-native plant species as part of this project (the Salmon Lake SRMA survey will be funded by grant award L09AC15872). Both the Unalakleet River and Salmon Lake provide passage and spawning habitat for wild salmon populations. Early detection of and rapid response to incipient weed populations in these environments will help maintain the health of the watersheds.

3. Training and employment for local students. Approximately 20 students (10 from Nome and 10 from Unalakleet) will be trained to identify invasive plant species expected to occur in their areas. Under the supervision of AKNHP botanists, a subset of these students (approximately four students from Nome) will survey the Salmon Lake Campground, partially funded by grant award L09AC15872, and four students from Unalakleet will survey the BLM-managed sections of the Unalakleet WSR for the occurrence of non-native plant species. Students will be hired and paid (under announcement ARRA-BLM-AK-RFA-10-1805) for all hours spent in travel, training and survey. This academic and employment opportunity aims to both stimulate the local economy and encourage interdisciplinary and long-term stewardship of the subsistence environment.

II. Definitions.

A. Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term “grant” includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. American Recovery and Reinvestment Act of 2009 (ARRA). May also be referred to as Recovery Act.

C. Award Recipient: The Award Recipient is the recipient’s individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

D. Bureau of Land Management (BLM). May also be referred to as Bureau.

E. Alaska Natural Heritage Program (AKNHP), University of Alaska Anchorage (UAA). May also be referred to as recipient.

F. Code of Federal Regulations (CFR).

G. Federal Financial Report (FFR).

H. Fiscal Year (FY): The Federal fiscal year which begins on October 1 of one year and extends through September 30 of the following year.

I. Financial Assistance Administrator/Grants Management Officer (GMO): The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

J. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount available for reimbursement to the recipient.

K. Office of Management and Budget (OMB). All OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Project Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FSRs, payments when the recipient is on agency review, and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

M. Project Director (PD)/Principle Investigator (PI): is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

N. Treasury Account Symbol (TAS): 14-1108

III. Project Management Plan.

A. The recipient and the BLM both agree to:

1. The original proposal is accepted as is.

B. The Recipient agrees to:

- Provide professional botanical services to insure this project meets the intended goals and objectives for efficient and effective invasive plant training, identification, and early detection rapid response. The botanist needs to have skills in updating the Alaska Exotic Plant Inventory database (maintained by the University of Alaska Natural Heritage Program), as well as writing monitoring and management plans for the ecological units specific to the Salmon Lake and Unalakleet River project areas.
- Provide technical assistance in the form of an experienced botanist to oversee collection, compilation, and management of invasive species occurrence data.
- Design and conduct non-native invasive weeds identification workshop for young adults in the Nome and Unalakleet communities (prior to the field work).
- Provide a field data collecting device (e.g., Trimble) with appropriate data dictionary, necessary clothing (bug jackets, rain gear, work boots), inventory tools (field loupe,

flagging tape, infestation tags, and so on), and communication device (cell or satellite phone) for all personnel while completing data collection work.

- Prepare and process data into the Alaska Exotic Plant Information Clearinghouse (AKEPIC) database and excel spreadsheets or other reports as needed. Submit a copy of data to BLM to upload onto BLM's national database.
- Provide research, technical assistance and education to federal land managers for the purpose of developing an invasive plant prevention and stewardship plan for the Salmon Lake Campground and the Unalakleet Wild & Scenic River.
- Provide technical assistance through the writing of a weeds monitoring and management plan for Salmon Lake Recreation Area and the Unalakleet Wild & Scenic River. This plan would include recommendations on a suite of treatment options for particular infestations.
- Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address invasive species and interdisciplinary problem-solving for the Nome and Unalakleet communities that will enable them to become stewards at multiple scales and in an ecosystem context at the local, regional, and national level for the Salmon Lake Recreation Area and the Unalakleet Wild & Scenic River. Place special emphasis on the working collaboration among federal agencies and the university and their related partner institutions.
- Provide botanist transportation and housing to and from Nome and Unalakleet for the training and field work.

C. BLM agrees to:

- Provide relevant GIS data and maps of the Salmon Lake Recreation Area and Unalakleet Wild & Scenic River areas.
- Work with recipient when collaboration or joint participation is required.
- Monitor the work. If necessary, specific work will be redirected for the completion of the project.
- Review and provide input on draft weeds monitoring plan and weeds management plan developed by recipient before they are finalized.
- Facilitate uploading collected data into BLM's National Invasive Species Information Management database.

D. The following recipient's documents are incorporated by reference:

Project Proposal entitled *"Salmon Lake/Unalakleet Wild and Scenic River Botanist Invasive*

Plant Assessment and Management, " dated January 15, 2010, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs or SF-424C – Construction Programs, and SF 424B, Assurances – Non-Construction Programs or SF-424D– Construction Programs.

E. This agreement shall become effective on the date of signature of the GMO and may remain in effect until March 14, 2013 . The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

F. BLM will be substantially involved;

1. BLM's involvement will be substantial. BLM will work with the recipient when collaborations or joint participation is required.
2. BLM will monitor student hiring, training, logistical support, and the collection of invasive and nonnative invasive plants. If necessary, specific work will be redirected for the completion of the project.
3. BLM will review and approve one stage before work can begin on a subsequent stage during the period covered by the assistance instrument.
4. BLM employees will monitor the inventory work to ensure BLM standards are met and work with those conducting the work to identify priority infestations for control and to identify sites for additional monitoring plots.

BLM will foster communication between the recipient and third party to insure the project objectives are accomplished and the purpose and intent of the ARRA funding is met.

IV. Special Terms and Conditions for Grants/Cooperative Agreements Awarded with ARRA Funds:

CLAUSES REQUIRED BY 2 CFR PART 176 *et seq.* (Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Award)

1. **Other Standard Terms and Conditions.** All other grant policy terms and conditions contained in applicable Department of the Interior Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the ARRA requirements below. Recipients are responsible for contacting their GMO for any needed clarifications. Sub-awards include sub-grants and sub-contracts issued from this award.
2. **§176.150 Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5**
 - (a) This award term requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report

on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.
(End of award term)

(e) Federal Financial Reports: Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of **the quarterly FFR, the SF 425, Federal Financial Report (Short Form)**, (*Down load the form at: http://www.whitehouse.gov/OMB/grants/grants_forms.html to report the status of funds for this agreement.* In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

An original and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

The GMO may review the report for patterns of cash expenditures, including accelerated or delayed draw downs, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

3. Report Frequency and Distribution. The following table summarizes the reporting requirements for this agreement.

REQUIRED REPORTS	Interim Reports	Final Report
Program Performance Report		
Format	Format required within www.FederalReporting.gov .	Format required within www.FederalReporting.gov .
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date	Within 10 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
Submit to:	www.FederalReporting.gov ; for quarterly reporting before www.FederalReporting.gov is available, submit to both the PO and GMO for this Agreement.	www.FederalReporting.gov
Financial Status Report		
Format	SF-425	SF-425
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
Submit to:	GMO	GMO

4. Non-compliance:

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

5. §176.210 Award term - Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by

Congress and in accordance with 2 CFR 215, subpart ____ . 21 “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

6. Schedule of Expenditures of Federal Awards. Recipients agree to separately identify the expenditures for each grant/cooperative agreement award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c).

7. Whistleblower - Any grantee or sub-grantee awarded funds under ARRA shall promptly refer to an appropriate IG any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

8. Access of Offices of Inspector General to Certain Records and Employees.

a. Access. With respect to each contract or grant/cooperative agreement awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized—

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency g such transactions.

b. Relationship to Existing Authority. Nothing in this section shall be interpreted to limit or restrict in any

9. Prohibition of Use of Funds for Certain Projects – ARRA funds cannot be used for imprudent projects such as: casinos, gambling establishments, aquariums, zoos, golf courses, or swimming pools.

10. Federal Civil Rights Laws and Principles – Recipients agree to be in compliance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal Assistance.

11. Prevent Mixing of Funds – Recipients are only required to report ARRA funds. To maximize transparency the agencies shall consider structuring assistance awards to allow for separately tracking ARRA Funds. OMB Guidance #M-09-15 §1.8, 2 CFR §176.20(b).

12. Lobbyist Communication – Communication with lobbyists must be disclosed and ARRA funds cannot be used for lobbying.**12. Compliance with Buy American Act.**

13. Wage Rate Requirements (Davis Bacon) Clause: 2 CFR §176.190 “Wage Rate Requirements under Section 1606 of the Recovery Act” for programs or activities that may involve construction, alteration, maintenance, or repairs – Exceptions: Tribal contract with BIA for construction or conservation corps per DOL letter of May 29, 2009 and the authorizing statutes of the conservation corps.

14. Compliance with Buy American Act.

a. Notice: Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that

entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

b. Recipient agrees to follow the requirements:

- 1) Buy American Act Clauses: Solicitation Notices: 2 CFR §176.150 “Notice Required Use of American Iron, Steel, and Manufactured Goods - - Section 1605 of the American Recovery and Reinvestment Act of 2009” and 2 CFR §176.170 “Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements)- - Section 1605 of the American Recovery and Reinvestment Act of 2009”
- 2) Award Clauses: 2 CFR §176.140 “Required Use of American Iron, Steel, and Manufactured Goods - - Section 1605 of the American Recovery and Reinvestment Act of 2009” and 2 CFR §176.160 “Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) - - Section 1605 of the American Recovery and Reinvestment Act of 2009”
- 3) Policy and Procedures included in 2 CFR §176.60 through 176.130.
- 4) US States, Other Sub-Federal Entities, and Other Entities Subject to U.S. Obligations under International Agreements in Appendix to Subpart B of Part 176.
- 5) ARRA §1605, must use U.S. iron, steel, manufactured goods unless 1) against public interest, not produced in sufficiently available quantity and of a satisfactory quality, 3) would increase cost of overall project by more than 25%. Head of agency must publish this finding of an exception in the Federal Register with a detailed justification. (2 CFR §176.80)

V. Standard Award Terms and Conditions.

A. Administrative and National Policy Requirements:

1. Office of Management and Budget (OMB) Circulars

By accepting Federal assistance, your organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program. <http://www.whitehouse.gov/omb/circulars/>

2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions

2 CFR Part 225 (OMB Circular A-87) - Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations

2 CFR Part 215 (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

- B. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here:
<http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.
1. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:
- Program legislation/regulation.
 - Special terms and conditions.
 - Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Government wide Requirements for a Drug-Free Workplace

43 CFR 42 Government wide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

2. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

3. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

4. A request for an extension that is received by the GMO after the expiration date will not be honored.

5. This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

5. Financial Support.

A. **Funding.** Funding for this agreement is made available through the ARRA. Funding provided through the ARRA is one-time funding. No additional ARRA funding will be authorized after September 30, 2010.

B. **FY Carryover.** Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY for this award.

C. **Maximum Obligations.** The total obligations, including amendments, represent the amount for which the BLM will be responsible for under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of Federal funds above the current obligated amount.

D. **Cost Sharing.** Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or Subpart F, Section 12.923 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. **Program Income.** Program income generated by this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or Subpart F, Section 12.924 for institutions of higher education, hospitals, other non-profit and all other organizations.

6. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient must register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2. The ASAP Requestor ID, furnished by the Department of Treasury, must be used to access the account to request reimbursement payments. The first ten characters are the agreement number **L10AC16419**. The remaining four characters identify BLM funding line items. Drawdown of funds must be taken from specific lines on this agreement.

B. Advance Payments. Since payments under this agreement will be made by the United States Department of Treasury through the ASAP system within a 3 day period after request; there should be a minimal need for advance payments.

C. Drawdown. Treasury Circular 1075 (31 CFR 205) requires that draw downs to a recipient organization shall be limited to minimum amounts needed and must be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

7. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.73 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

8. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

9. Endorsements. 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 and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

10. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

IG's Office Access to Records - Recipients shall provide additional access for the Inspector General's office to examine recipient's records and to interview officers/employees of recipient.

11. Increasing Seat Belt Use. 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.

12. Order of Precedence. Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

13. Amendments. The agreement may be amended by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the agreement.

All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

14. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and Program Officer (PO).

15. Audit Requirements. Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional

information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

16. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

17. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

18. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

19. Reimbursable Costs and Limitations.

The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the recipient chooses to expend funds in excess of the approved project budget, the recipient will be responsible to fund the excess without funding participation by the Bureau.

20. Inspection. The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If BLM performs inspection

or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish reasonable facilities and assistance for the safe and convenient performance of these duties.

21. Copyrights.

1. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

“The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.”

2. For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

“The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.”

22. Rights to Data. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

“The Federal Government has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.”

23. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

24. Central Contractor Registration (CCR).

Prior to award the Recipient shall register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

Obtain a valid Dun & Bradstreet Number (D&B) from Dun & Bradstreet @ <http://www.dnb.com>/or by calling them at 800-333-0505.

Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

25. Monitoring. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such document. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such documents.

VI. Key Officials.

The key officials listed below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

BLM Grants Manager Officer:

Sandee Smith
Bureau of Land Management
222 W. 7th Avenue, #13
Anchorage, AK 99513-7504
Phone: 907-271-5193
Fax: 907-271-4595
Email: s2smith@blm.gov

BLM Program Officer

Laurie Thorpe
Bureau of Land Management
4700 BLM Rd
Anchorage, AK 99507-2591
Phone: 907-267-1208
Fax: 907-267-1267
Email: laurie_thorpe@blm.gov

Recipient Officials

Karol Weatherby, Director, Grants and Contracts
University of Alaska Anchorage
Alaska Natural Heritage Program
3211 Providence Drive
Anchorage, AK 99508
Phone: 907-786-1663
Fax: 907-786-1791
Email: anklw2@uaa.alaska.edu

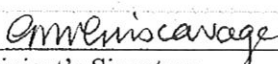
Project Inspector

Helen Cortes-Burns, Botanist
University of Alaska Anchorage
Alaska Natural Heritage Program
707 A Street
Anchorage, AK 99501-3579
Phone: 907-257-2787
Fax: 907-257-2789
Email: anhc@uaa.alaska.edu

END OF AGREEMENT

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
**ARRA ASSISTANCE
MODIFICATION**



1	MODIFICATION NUMBER	2	AWARD NUMBER	3	REQUISITION NUMBER
	0001		Grant No.: <input checked="" type="checkbox"/> Cooperative Agreement No: G09AC00496		10-ARRA-E060
4	RECIPIENT	5	ISSUED BY		
Name & Address: University of Alaska P.O Box 757880 Fairbanks, Alaska 99775-7880 Andrew Parkerson-Gray Phone: 907-474-7314 HHS PMS Subaccount code: G09AC00496		Name & Address: U.S. Geological Survey Office of Acquisition and Grants 12201 Sunrise Valley Drive, MS205 Reston, VA 20192 Margaret Eastman, Contracting Officer Telephone: (703) 648-7366 FAX: (703) 648-7901 E-mail: mrussell@usgs.gov			
6	APPLICATION TITLE & DATE				
No Change					
7	AWARD PERIODS	8	FISCAL DATA		
Budget Period: <input checked="" type="checkbox"/> Remains Unchanged Revised to: Total Project Period: <input checked="" type="checkbox"/> Remains Unchanged Revised to: Effective Date: Date of Signature by USGS Contracting Officer		2009/2010-RA02-00E13(SARAD) 411C \$28,551.00 DCN: G09AC00496			
9	DESCRIPTION OF MODIFICATION				
1. The purpose of Modification No. 0001 is to provide supplemental funds to the Recipient in the amount of \$28,551.00 for the purchase of 5 field processors for concentrating their seismic telemetered data at 5 different sites as set forth in their proposal dated March 16, 2010.					
2. This award is increased from \$500,484.00 by \$28,551.00 to \$529,025.00 (cumulative amount).					
--Modification Continued on Next Page --					
Check one: <input type="checkbox"/> Continuation/renewal (B) <input checked="" type="checkbox"/> Revision (C) <input type="checkbox"/> Closeout (D)					
10	AUTHORIZED SIGNATURES				
 Recipient's Signature G. Maggie Griscavage, Director Office of Grants & Contracts Administration TYPED NAME AND TITLE		<u>3-25-10</u> Date Contracting Officer's Signature Margaret Eastman, Contracting Officer TYPED NAME AND TITLE			

3. Article 6 of the Special Terms and Conditions, Attachment A, is hereby revised as follows:

"6. Property

(a) Nonexpendable Personal Property - The recipient shall comply with 2 CFR Part 215, Section 215.34. Title to nonexpendable personal property acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain a property inventory of such property as long as there is a need for such property to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such property to accomplish the purpose of the project, the Recipient shall use the property in connection with other Federal awards the Recipient has received. Under no circumstances shall title to such property be vested in a sub-tier recipient. Disposal of nonexpendable personal property shall be in accordance with the applicable OMB circular.

The following equipment shall be vested with the recipient:

Equipment	Quantity	Estimated Value per Unit	Estimated Value
Field Processors	5	\$5,535.00	\$27,675.00

(b) Government-Furnished Equipment - Title to Government-furnished equipment (GFE) remains vested in the Federal Government. Recipients shall submit annually an inventory listing of federally owned property in their custody to the Federal awarding agency. Upon completion of the award or when the property is no longer needed, the recipient shall report the property to the Federal awarding agency for further Federal agency utilization. The following GFE will be provided to the recipient:

Equipment	Quantity	Estimated Value per Unit	Estimated Value
Data Acquisition Systems	2	\$8,300	\$16,600
Data Acquisition Units	15	\$11,000	\$165,000
Field Processors	3	\$5,650	\$16,950
Broadband Sensors	6	\$15,000	\$90,000
Accelerometers	14	\$3,400	\$47,600
Radio Pairs	11	\$3,000	\$33,000

Upon completion of the award or when the property is no longer needed, all GFE provided under this agreement shall be shipped to the ANSS Regional Depot at the Albuquerque Seismological Laboratory listed in Section 5 above."

4. RECAPITULATION

Basic Award.....\$500,484.00
Funds Hereby Obligated..... 28,551.00
Total Funds Obligated.....\$529,035.00

5. All other terms and conditions remain unchanged.

- End of Modification No. 0001 -