



## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** February 2, 2023

**Staff Contact:** Jason Danen

**Agenda Title:** For Possible Action: Discussion and possible action regarding a federal grant award in the amount of \$2,036,493 through November 17, 2028, with a local match obligation not to exceed \$30,000, for Carson City to perform wildfire fuels reduction work in western Carson City ("Project") through Round 18 of the Southern Nevada Public Land Management Act's ("SNPLMA") Hazardous Fuels Reduction and Wildfire Prevention program. (Jason Danen, jdanen@carson.org)

Staff Summary: The Project will allow the Carson City Fire Department ("CCFD") to reduce the threat of catastrophic wildfire by reducing wildfire fuels on 850 acres in the Wildland Urban Interface ("WUI") surrounding western Carson City by hand thinning, mechanical thinning and controlled burns. This treatment will significantly reduce hazardous fuels along the west side of Carson City, which is very susceptible to wildfire. The \$30,000 local match obligation can be met by in-kind contribution.

**Agenda Action:** Formal Action / Motion

**Time Requested:** 15 minutes

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### **Proposed Motion**

I move to accept the grant award as presented.

### **Board's Strategic Goal**

Safety

### **Previous Action**

August 20, 2020 (12B): The Board of Supervisors ("Board") authorized CCFD to apply for \$1,946,882 in grant funding through Round 18 of SNPLMA.

November 17, 2016 (10B): The Board authorized the acceptance of \$1,999,900 awarded through Round 16 of SNPLMA.

### **Background/Issues & Analysis**

CCFD has identified 850 acres in the WUI surrounding Carson City which will be treated to reduce wildfire threat. This treatment will be accomplished by hand thinning, machine thinning and controlled burns over a six-year period. This treatment will reduce hazardous fuels along the west side of Carson City, which is susceptible to catastrophic wildfires. By reducing the fuels in these strategic locations, the potential impact of a wildfire will be greatly reduced. Due to the abundance of open land on the west side of Carson City there is a need to continue to create buffer zones of reduced vegetation and dry brush within the potential wildfire threat zones. This Project will have a beneficial effect on wildlife habitat by reducing overgrown brush and opening the area up to new grass and plant growth. This Project is a continuation of the labor-intensive fuels reduction work

that has been taking place for over fifteen years with the goal of reducing a catastrophic fire risk on the west side of Carson City. The grant will fund the Fuels Management Grants Administrator position and the Seasonal Firefighters Part-Time.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** 2752505 grant fund; grant number to be established in MUNIS if the Board approves acceptance of grant.

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If awarded, both revenues and expenses will be augmented by \$2,036,493. The \$30,000 required match will be provided by CCFD as an in-kind match over the six-year life of the grant.

**Alternatives**

Do not accept the grant and/or provide alternative direction to staff.

**Attachments:**

[NOA FINAL 11.18.2022.pdf](#)

[SR Item 12B Fuels to Apply 18.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_  
2) \_\_\_\_\_

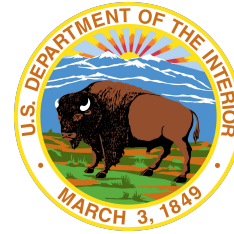
Aye/Nay

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

1. DATE ISSUED MM/DD/YYYY 11/18/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.235 - Southern Nevada Public Land Management			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. L23AC00026-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN L23AC00026		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 11/18/2022		Through 11/17/2028	
7. BUDGET PERIOD MM/DD/YYYY From 11/18/2022		Through 11/17/2028	

## NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Southern Nevada Public Land Management Act of 1998, 31 U.S.C.  
6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM) SNPLMA Hazardous Fuels Reduction - Carson City, Project C004, Priority 18-10	
9a. GRANTEE NAME AND ADDRESS CITY OF CARSON CITY 201 N Carson St Carson City, NV, 89701-4594	9b. GRANTEE PROJECT DIRECTOR Mr. Rod Rummel 201 N CARSON ST STE 5 CARSON CITY, NV, 89701-4264 Phone: 7752837161
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Rod Rummel 201 N CARSON ST STE 5 CARSON CITY, NV, 89701-4264 Phone: 7752837161	10b. FEDERAL PROJECT OFFICER Ms. Michelle Eis 1340 Financial Reno, NV, 89520 Phone: 775-861-6418

### 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) \$ 2,036,493.00																	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00																	
		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00																	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 2,036,493.00																	
		13. Total Federal Funds Awarded to Date for Project Period \$ 2,036,493.00																	
		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																	
		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$
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a. 2	\$	d. 5	\$																
b. 3	\$	e. 6	\$																
c. 4	\$	f. 7	\$																
		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																	
		<table border="1"> <tbody> <tr> <td>a. DEDUCTION</td> <td rowspan="5" style="text-align: center; vertical-align: middle;"><b>e</b></td> </tr> <tr> <td>b. ADDITIONAL COSTS</td> </tr> <tr> <td>c. MATCHING</td> </tr> <tr> <td>d. OTHER RESEARCH (Add / Deduct Option)</td> </tr> <tr> <td>e. OTHER (See REMARKS)</td> </tr> </tbody> </table>		a. DEDUCTION	<b>e</b>	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)										
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b. ADDITIONAL COSTS																			
c. MATCHING																			
d. OTHER RESEARCH (Add / Deduct Option)																			
e. OTHER (See REMARKS)																			
		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:																	
		<table border="1"> <tbody> <tr> <td>a. The grant program legislation</td> </tr> <tr> <td>b. The grant program regulations.</td> </tr> <tr> <td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td> </tr> <tr> <td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td> </tr> </tbody> </table> <p>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.</p>		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.												
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REMARKS (Other Terms and Conditions Attached -  
See next page

☒ Yes ☐ No

### GRANTS MANAGEMENT OFFICIAL:

Amy Marshall, Grants Management Officer  
222 WEST 7TH AVENUE  
13  
ANCHORAGE, AK, 99513-7504  
Phone: (907) 271-2816

17. VENDOR CODE0070163745			18a. UEI DTBPJMA2QFC8		18b. DUNS 073787152		19. CONG. DIST.02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION		
1	0051029390-00010	\$2,036,493.00	11/18/2022	11/17/2028	5232	SNPLMA Haz Fuels Project #C004, 18-10		

## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 11/18/2022
GRANT NO. L23AC00026-00	

### REMARKS:

Notice of Intent (NOI) Announcement Number: L-LSNPLMA-22-001

Application Number: L-SNPLMA-2022-000052

SNPLMA Project C004, Priority 18-10, Fuels Reduction Hazardous Fuels Reduction - Carson City

Total Amount of Federal Funding: \$2,036,493

Required Cost Sharing/Matching: None; however the recipient is contributing \$30,000 in cost share.

Indirect Cost Rate: 10%

Program Income: None

Required Periodic Status Reporting: Annual Reporting is required for the SF425 Financial Reports and Performance Reports. Submit reports To: GrantSolutions.gov

Refer to Attachment No. 1 for Award Terms and Conditions

Authority: Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

This cooperative agreement is made and entered into by the Department of the Interior (DOI), Bureau of Land Management (BLM), Nevada State Office (NVSO), and Carson City Fire Department, the recipient, for the purpose of transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Acceptance of a Federal Financial Assistance award from the 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.

BLM substantial involvement by the BLM Program Officer (PO); Refer to the Terms and Conditions, Attachment No.1, paragraph 2B.

Prior to making any drawdown in ASAP; See 3. ASAP Draw Down Requirements for SNPLMA Projects and copy the following people:

Amy Lee, BLM Business Services Division National Operations Center (NOC): aelee@blm.gov

Gary Thompson, Finance Manager, BLM Business Services Division National Operations Center (NOC): garythompso@blm.gov

Gianna Vaccaro, Program Officer (PO), SNPLMA Division: gavccaro@blm.gov

## NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 11/18/2022
GRANT NO. L23AC00026-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
11/18/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	11/17/2028	Final	03/17/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
11/18/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	11/17/2028	Final	03/17/2029

## AWARD ATTACHMENTS

CITY OF CARSON CITY

L23AC00026-00

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1. L23AC00026 Attachment 1

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## **1. COOPERATIVE AGREEMENT OBJECTIVES:**

### **A. Objective(s):**

Carson City Fire Dept. will treat 850 acres in the Wildland Urban Interface surrounding Carson City, Nevada to reduce hazardous fuels along the west side of Carson City, to protect communities vulnerable to catastrophic loss in the event of a wildfire.

### **B. Public Benefit(s):**

1. Protect communities by reducing the risk of catastrophic wildfires by removing hazardous fuels.
2. Conserve and restore natural resources by maintaining or increasing the quality of natural resources and protect their ecological integrity and sustainability.

### **C. Federal Award Performance Goals:**

- Hand thin, pile and burn, and/or mechanically treat 850 acres of land in the wildland-urban interface in Carson City, Nevada to reduce the threat and impact of a wildfire. Final acres will be determined based on a variety of factors, including terrain accessibility, slope, cost estimates and environmental review.
- A walking tour of the area will be held at the completion of the project. We will invite community members, city leaders, and invested stakeholders.
- An updated Community Wildfire Protection Plan will be finalized after all treatments are completed.

## **2. PROPOSED WORK**

- A. The Recipient's Nomination Package dated 09/14/2020, as submitted through the SNPLMA Round 18 nomination process, entitled "*Hazardous Fuels Reduction - Carson City,*" and assigned SNPLMA project number C004, priority number 18-10, is accepted by the BLM and incorporated herein, as part of this agreement. The recipient will also develop and maintain a project workplan, as accepted by the BLM, in the SNPLMA Management and Reporting Tool or "SMART" online database.

Additional documents incorporated by reference: Recipient GrantSolutions application number LSNPLMA-2022-000052, dated 03/29/2022 to include Standard Form (SF) 424 Application for Federal Assistance, SF-424A (Budget Information - Non-Construction Programs), Budget Detail, signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, or Cooperative Agreement, and Revised SF-424A and Budget Narrative submitted on 7/25/2022.

Additionally, the recipient agrees to:

- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
- Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.

- Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws, e.g., National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Migratory Bird Treaty Act, and the National Historic Preservation Act (NHPA), as applicable.
  - The Grant Management Officer (GMO) and Program Officer (PO) will provide additional information on the NEPA and NHPA compliance in a separate document.
  - The recipient must provide to the GMO and PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance has been provided, the PO will respond in writing (email or letter) to the recipient (and e-copy the GMO) a “SNPLMA notice to proceed” to allow the recipient to proceed with project implementation.
- Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): “This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands.”
- Provide project signage conspicuously placed, which states: “This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands.”

B. In addition, the BLM will:

- Review and accept the recipient’s project work plan before funds are authorized for expenditure.
- Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite environmental, cultural/historic, and/or land-use compliance and documentation requirements.
- Closely monitor the project’s quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
- Conduct a pre-work, progress, and final site visits.
- Manage the change management process, including the request, decision, and post-decision actions involving the project’s scope, time, and amount.
- Ensure completion of the project’s deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.

C. The recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant



impact upon the supported activity. In such cases, the recipient must inform the PO as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

### **3. TERM OF AGREEMENT**

- A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of six (6) years.

The BLM will consider continued support of 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 interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

B. Budget and Program Revisions

1. Recipients must submit in writing to the BLM's PO any request for budget or program revision in accordance with 2 CFR §200.308.
2. Modifications:
  - Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.
  - Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
  - Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
  - Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
  - This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes

(i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.

- All other changes shall be made by bilateral modification 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 modify or otherwise effect the terms of the Agreement.

C. Termination. This agreement may be terminated in accordance with the provisions of 2 CFR, Subpart D, §200.340 Termination and the procedures outlined in the SNPLMA Implementation Agreement.

#### **4. FINANCIAL SUPPORT AND PAYMENT METHOD**

A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

Funds obligated but not expended by the Recipient in a fiscal year may be carried forward and expended in subsequent fiscal years consistent with the period of performance in this Agreement.

B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, represent the amount for which the BLM will be responsible 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.

C. 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 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.

#### D. Cost Sharing and Matching

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, §200.306, Cost sharing or matching.

1. There is no cost share or match legislatively required for this award.
2. If the recipient voluntarily included cost sharing or matching in the approved nomination, then the recipient will be required to document the cost-share or match in accordance with the 2 CFR, Subpart D, §200.306, Cost sharing or matching.

#### E. Program Income

Program income generated under this award can be as follows:

1. Program income generated for this agreement shall be in accordance with **2 CFR, Subpart D, §200.306(e)(3) Cost Sharing or Matching** - Program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same. Program income generated through the performance of this project must be reported on SF 425, Federal Financial Report (see section **6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING**).

#### F. Indirect Costs

1. The Recipient has never had a federally approved negotiated indirect rate, and as the BLM is the cognizant agency, the Recipient has requested and received approval from the BLM for reimbursement under this agreement at the *de minimis* rate shown on the award cover sheet under "Indirect Cost Rate." This rate is to be applied to the agreement's base modified total direct costs (MTDC). MTDC consist of all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care, rental costs, and the portion of subgrants or subcontracts in excess of \$25,000 shall be excluded from TDC. Participant support costs shall generally be excluded from MTDC.

#### G. Payment by Reimbursement

1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: <http://www.fms.treas.gov/asap> Treasury Circular 1075 (31 CFR §205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall 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 shall be as close as is 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.
2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.
  3. ASAP Draw Down Requirements for SNPLMA Projects:
    - Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.
      - Gianna Vaccaro, [gvaccaro@blm.gov](mailto:gvaccaro@blm.gov) - PO/SNPLMA Program Manager for Hazardous Fuels category; **and e-copy**
      - Amy Lee, [aelee@blm.gov](mailto:aelee@blm.gov) – SNPLMA Sr. Accountant, BLM National Operations Center (NOC);
      - Gary Thompson - [gthompso@blm.gov](mailto:gthompso@blm.gov) – SNPLMA Accountant, BLM NOC; and
      - Robert Wandel, [rwandel@blm.gov](mailto:rwandel@blm.gov) – SNPLMA Assistant District Manager, BLM SNPLMA Division.
    - An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.
    - An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.
    - The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
    - Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress

and final financial file reviews to determine the allowable and allocable costs to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.

- At the completion or termination of the Agreement, unused funding shall be returned through ASAP to the BLM. This must be completed within the 120-day payment period following the performance period end date.

#### H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed SF-270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

#### I. System for Award Management (SAM, [www.SAM.gov](http://www.SAM.gov))

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, [www.SAM.gov](http://www.SAM.gov)). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

### 5. PERFORMANCE & FINANCIAL MONITORING

- A. In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). 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 the 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 all reasonable facilities and assistance for the safe and convenient performance of these duties.

1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. 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 documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.
2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

## **6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING**

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included 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. The periodic status reporting required under this agreement is as follows.

**NOTE: Financial and Performance will be on a yearly reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award.**

### **A. Federal Financial Reports**

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or SF-425 and SF-425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF-425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF-425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF-425 forms with

instructions are available on the Grants.gov web site, URL:  
<http://www.grants.gov/web/grants/forms.html>.

## B. Performance Reports

1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

- Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
- The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
- Prediction of future activities and how they will be accomplished.
- Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- Reports are to be submitted electronically within the GrantSolutions system under reporting.

2. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient's authorized representative, certifying the amount of projected funding, in total and per project (as necessary), being requested for draw down in the following quarter, and project compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement.

3. In addition to the annual performance report required by the 2 CFR §200.328, the Recipient shall submit an annual report in the SMART online database. The annual report in SMART is a summary of the previous year's activities. At the end of the project, the annual report serves as the final report. The final report is a summary of all major activities and accomplishments over the term of the Agreement and includes the appropriate SNPLMA performance measures.

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient's authorized representative, certifying the progress on the project in compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement. This transmittal letter can be combined with the transmittal letter for financial reporting required in the previous section.

#### C. Property Reporting

1. SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents, or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally owned property consists of items that were furnished by the Federal government.

##### Reporting Period Dates

##### Submit Reports By

Award Start Date *through* September 30, 2023.....December 31, 2023\*

\*If Federally Owned Property, report required annually. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

#### D. Real Property Reporting

1. Recipients of SNPLMA funding are expected to maintain the real property acquired, constructed, or created, in the same condition or better in perpetuity, unless or until disposition instructions for the real property are issued by the GMO to the recipient. The Recipient is responsible for submitting a report on the status of real property in accordance with 2 CFR, Subpart D, §200.330 Reporting on real property.
2. The Recipient shall submit to the GMO and PO a report on real property annually for the first 3 years following completion of the project, and then every 5 years thereafter.



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**7. LIABILITY, INSURANCE, AND INDEMNIFICATION**

A. Liability. 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 USC 2671.

B. Indemnification. The recipient hereby agrees:

1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.
2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.
5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.

C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

## **8. BLM PROPERTY STANDARDS**

- A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, §200.311 to §200.316, Property Standards.
- E. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR, Subpart D §200.310.
- F. Intangible Property.
  - 1. Title to intangible property (see §200.315 Intangible Property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
  - 2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency 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.
  - 3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
  - 4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- G. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).

- H. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.
- F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

## 9. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

## 10. GENERAL TERMS AND CONDITIONS

- A. See the Bureau of Land Management's "[Financial Assistance Award Terms and Conditions](#)" for the administrative and national policy requirements applicable to BLM awards.
- B. [Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#)
- C. Program Legislation and/or Regulations:
  - 1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization or State law. For more information go to URL: <https://www.doi.gov/scientificintegrity>.
  - 2. 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.
  - 3. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or

cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR. Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.

I. 2 CFR §1402.315 Availability of data

- (a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.
- (b) The Federal Government has the right to:
  - (1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
  - (2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

## **11. SPECIAL TERMS AND CONDITIONS**

- A. 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

- B. 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, 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. Recipients of an award of Federal financial assistance 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](http://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/](http://www.whitehouse.gov/omb/management/made-in-america/).

### *Waivers*

When necessary, recipients may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials 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.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

[www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); 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.

#### *Definitions*

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

## **12. DEFINITIONS & ACRONYMS**

**Agency Review:** If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

**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.

**BLM:** Bureau of Land Management may, also be referred to as Bureau.

**CFR:** Code of Federal Regulations.

**DOI:** Department of the Interior.

**FFR:** Federal Financial Report or Standard Form (SF) 425.

**Financial Assistance 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 and/or cooperative agreements awarded by the Federal Government to eligible recipients.

**Federal Award Date:** The date when the Federal award is sign by the BLM Grants Management Officer

**FY:** Federal Fiscal Year which runs from October 1 through September 30 each year.

**GMO:** Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

**GMS:** Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

**Nomination:** Means the Recipient’s proposal for SNPLMA funding. The term “nomination” is used synonymously and interchangeably with the term “project.”

**NHPA:** National Historic Preservation Act

**NTE:** Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.



OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL:

[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)

PI: The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

SMART: Stands for the "SNPLMA Management and Reporting Tool." SMART is an online database accessible through [www.blm.gov/snplma](http://www.blm.gov/snplma) and is the required platform to complete the work plan, reimbursement requests (aka forecasting drawdowns to occur through ASAP), and all reporting requirements of the SNPLMA Implementation Agreement.

SNPLMA: The Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, as amended. SNPLMA authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark, Lincoln, and White Pine Counties, and Carson City in Nevada (subject to limitations); development and implementation of multi-species habitat conservation plan in Clark County, Nevada; and development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention projects for the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada, and the Spring Mountains in southern Nevada (subject to limitations).

SNPLMA Implementation Agreement: The SNPLMA Implementation Agreement is a document that contains the business rules necessary for the nomination, approval, implementation, modification, closeout, reporting, and compliance with all SNPLMA-funded

projects or nominations. The SNPLMA Implementation Agreement is accessible online through [www.blm.gov/snplma](http://www.blm.gov/snplma).

### **13. FULL TEXT TERMS AND CONDITIONS**

#### **1. Department of Interior Conflict of Interest Term and Condition:**

- a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- c. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
- d. Definitions:
  - (1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
  - (2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.
  - (3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.
  - (4) Employment means:

- (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
- (b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
- (c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.
- (d) Non-Federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- (e) Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.
- (f) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

#### **4. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2015)**

(a) Definitions. As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

- (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
  - (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
  - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541,
  - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

- 
- (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
  - (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.
  - (3)
    - (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
    - (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
    - (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
  - (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
  - (5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
  - (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.
  - (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
  - (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or

municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (10) The Contractor shall follow the policies and procedures in 29 CFR §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
  - (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
  - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
  - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
  - (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
  - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
    - (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
    - (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR Part 541).
    - (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers

electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR Part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

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- (i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.
  - (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
  - (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

***END OF AGREEMENT***



## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** August 20, 2020

**Staff Contact:** Dave Ruben

**Agenda Title:** For Possible Action: Discussion and possible action regarding authorization for the Carson City Fire Department ("CCFD") to apply for a grant in the amount of \$1,946,882 from the Round 18 Southern Nevada Public Land Management Act (SNPLMA) through the Bureau of Land Management-Carson City Westside Hazardous Fuels Reduction Project to fund CCFD's treatment of 850 acres to remove fuels in the wildland urban interface surrounding Carson City. (Dave Ruben, druben@carson.org)

Staff Summary: Through the Bureau of Land Management-Carson City Westside Hazardous Fuels Collection Project, CCFD will treat approximately 850 acres in the wildland urban interface surrounding Carson City over a six-year period. This treatment will reduce hazardous fuels along the west side of Carson City, which has a long history of wildfires. By reducing the fuels in these strategic locations, the potential impact of a wildfire will be greatly reduced.

**Agenda Action:** Formal Action / Motion

**Time Requested:** 10 minutes

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### **Proposed Motion**

I move to authorize CCFD to apply for the grant.

### **Board's Strategic Goal**

Safety

### **Previous Action**

November 17, 2016 - The Board authorized the acceptance of the Round 16 SNPLMA award of \$1,999,900.

### **Background/Issues & Analysis**

A key component of both the National Cohesive Wildland Fire Management Strategy and the Nevada Wildland Fire Cohesive Strategy is management of wildland fuels. Every year, thousands of wildfires burn millions of acres, threatening neighborhoods, wildlife habitat, and watersheds. Using the Community Wildfire Protection Plan, CCFD identifies at risk areas. A part of CCFD's fire prevention and mitigation strategy is the removal of fuels at the wildland urban interface in order to decrease the threat of catastrophic wildland fire.

The approval and award of this grant will permit the CCFD to treat 850 acres in the wildland urban interface surrounding Carson City by cutting, piling, and burning 500 acres, and mechanically treating 350 acres over a period of six years. This treatment will reduce hazardous fuels along the west side of Carson City, which has a long history of wildfires. By reducing the fuels in strategic locations, the potential impact of a wildfire will be greatly reduced. The majority of areas within this project are within the threat zone around communities vulnerable to catastrophic loss in the event of a wildfire. As Carson City has grown over the years, residents are occupying land further and farther up the hills on the west side of town. This has created some inherent



hazards within these communities that include ingress/egress bottlenecks, slope restrictions, and extended response times. These factors increase the need and effectiveness of strategic fuel reduction projects. This project will drastically increase the sustainability of the ecosystems by returning the environment back to a more “natural” landscape in terms of density and species composition. This project also has the ability to significantly increase the vitality of critical mule deer winter range, which is fragmented as communities move farther into the hills.

There is no match required for the grant; however, CCFD anticipates providing an in-kind match of \$30,000.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** 275 fund - Grant Number to be determined

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If awarded, both revenues and expenses will be augmented by \$1,9446,882. There is no match required; however, CCFD anticipates providing an in-kind match of \$30,000.

**Alternatives**

Do not authorize CCFD to apply for the grant, which would remove the opportunity to receive funding for the project.

**Attachments:**

[SNPLMA 18 Fuels Reduction Map.pdf](#)

[FUELS Round 18 Budget.pdf](#)

[Round 18 Haz Fuels Nomination Package Requirements Final.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

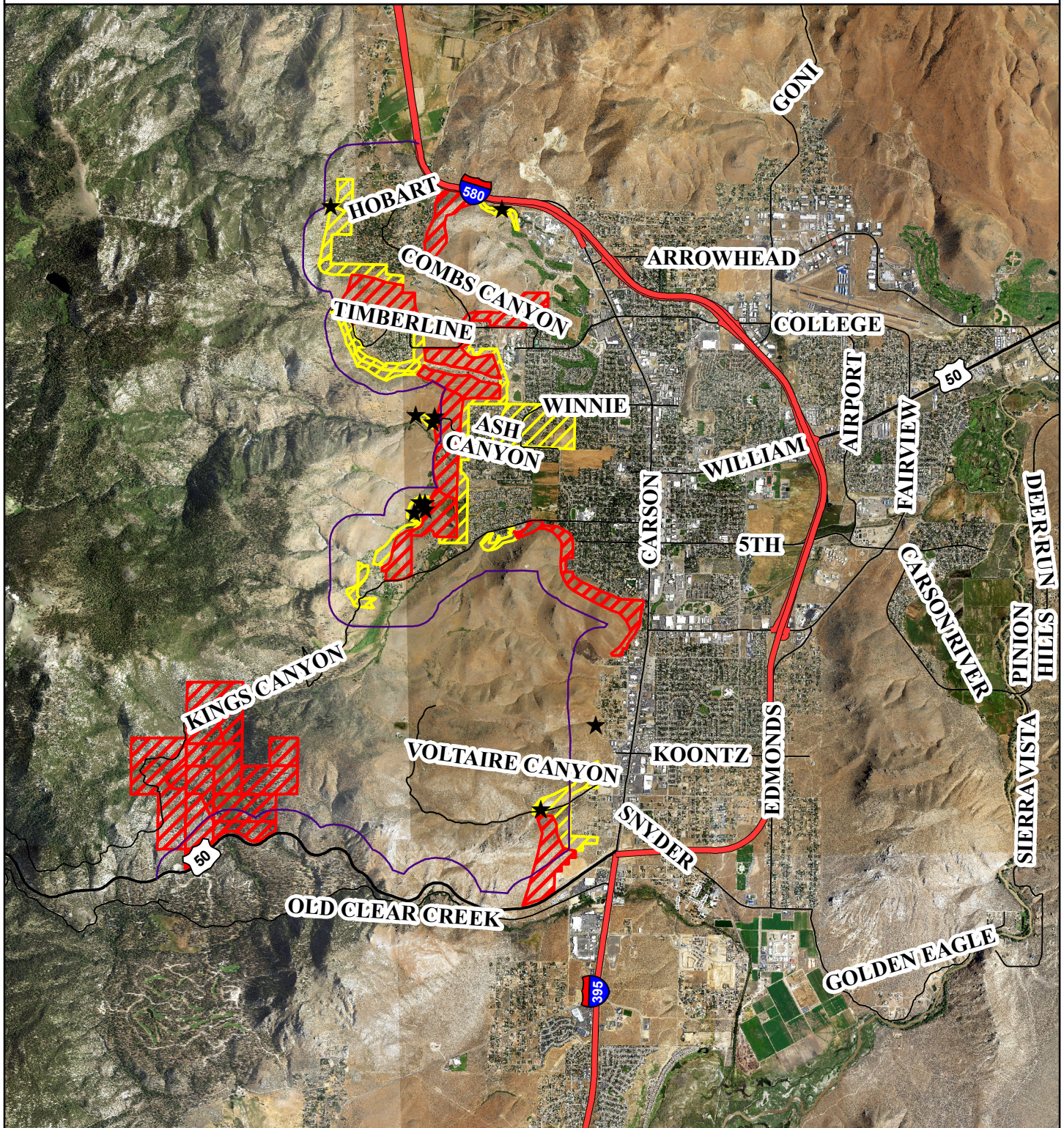
Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_





\_\_\_\_\_  
(Vote Recorded By)

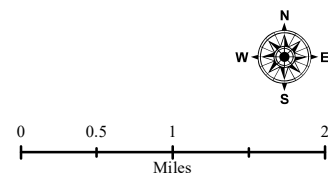


# Carson City Hazardous Fuels Reduction SNPLMA Round 18 Nomination



## Legend

-  City Boundary
-  SNPLMA Rd 16 Funded Projects
-  SNPLMA Rd 18 Proposed Project Areas
-  Critical Infrastructure





<b>Project Title: Carson City Westside Hazardous Fuels Reduction Project</b>		
<b>DETAILED COST ESTIMATE</b>		
<b>1. Planning and Environmental Assessment Costs</b>		
Specialist Surveys/Reports	\$	5,000.00
NEPA	\$	-
<b>Subtotal</b>	\$	5,000.00
<b>2. FWS Consultation - Endangered Species Act</b>		
<b>Subtotal</b>	\$	-
<b>3. Direct Labor/Payroll to Perform the Project (use fully loaded labor rate)</b>		
CCFD Fire Crew	\$	825,000.00
Wildland Fuels Management Officer	\$	688,882.00
<b>Subtotal</b>	\$	1,513,882.00
<b>4. Project Equipment</b>		
Item 1 (list equipment)	\$	-
<b>Subtotal</b>	\$	-
<b>5. Project Materials and Supplies</b>		
Office Supplies	\$	1,000.00
Field Supplies	\$	7,000.00
Vehicle Equipment	\$	-
<b>Subtotal</b>	\$	8,000.00
<b>6. Travel (airfare, car rental, per diem, etc)</b>		
Travel 1 (include purpose)	\$	-
<b>Subtotal</b>	\$	-
<b>7. Official Vehicle Use</b>		
Vehicle Use 1	\$	-
<b>Subtotal</b>	\$	-
<b>8. Required Training for Project Implementation (list purpose)</b>		
Training 1	\$	-
<b>Subtotal</b>	\$	-
<b>9. Cost of Contracts and/or Agreements to Perform Project</b>		
Mechanical Treatment Contractor	\$	420,000.00
CESU Cooperative Agreement:	\$	-
<b>Detailed Cost Estimate Subtotal</b>	\$	1,946,882.00
<b>OTHER NECESSARY EXPENSES (APPENDIX B-11)</b>		
<b>10. Examples of Other Necessary Expenses (providing a breakdown of these costs is optional, however a</b>		
<b>ADMINISTRATION COSTS</b>		
Budget Tracking/Accounting and Execution	\$	-
Allocation of Transferred Funds to the Region and to the Field*	\$	-
Preparation of OMB Reports Required in Association with Transferred Funds*	\$	-
Project Procurements and Contract Oversight (If any in addition to Direct Labor for the	\$	-
Preparing Transfer Requests*	\$	-
Transfer of Station cost (PCS) for Hiring Project Personnel	\$	-
Managing Allocation of Transferred Funds*	\$	-
Financial Audit Support	\$	-
Supervision and Oversight of SNPLMA-Funded Staff and/or Contractors	\$	-
Travel Administration for Required Project Travel	\$	-

Detailed Cost Estimate Other Necessary Expense Worksheet

Human Resource/Relations Tasks for SNPLMA-funded Personnel	\$	-
Preparing Quarterly Status Reports	\$	-
Tracking Project Activities, Expenses, IGOs, Task Orders (e.g., project database	\$	-
IT Services to Install Hardware/Wiring, Project-Required Software, and	\$	-
A percent of Project-Related Indirect Costs for Support Based on Staff Time Spent on	\$	-
<b>PROJECT CONSTRUCTION, CONSULTATION AND MANAGEMENT</b>		
Duties of Project Manager/Supervisor (If not already included on the Estimated	\$	-
Construction Trailers and Utilities	\$	-
Required Project Consultations (e.g., safety and fire; cultural and historic, ADA, etc.)	\$	-
Public Scoping and/or Meetings for Environmental Review, Project Design, etc. (Does	\$	-
Review of Contracted Surveys, Assessments, Designs/Drawings, Reports (If not already	\$	-
Construction Site Security	\$	-
Cell Phones, Cell Service, Radios for Project Personnel Primarily in the Field	\$	-
Required Cultural, Wildlife, Biological, and other Similar Surveys (If not already	\$	-
Interest Required to be Paid on Construction Contract Retention Amounts	\$	-
<b>TEMPORARY OFFICE SPACE</b>		
Lease Costs for New Temporary Space	\$	-
Design and Installation of Modifications to Meet Space Plan Needs	\$	-
Set Up Fees for Utilities (Gas, Electricity, etc.)	\$	-
Furniture and Fixtures	\$	-
Required Modifications to Meet Codes	\$	-
Computer Equipment (See section on equipment costs for limiting conditions)	\$	-
Installation Costs for Computer Networks, Telephone Service	\$	-
Other (describe)	\$	-
<b>Other Necessary Expenses Subtotal</b>	\$	-
<b>GRAND TOTAL</b>	<b>\$</b>	<b>1,946,882.00</b>
<b>CASH/ IN-KIND CONTRIBUTIONS</b>		
<b>Carson Fire Dept. In-Kind</b>	<b>\$</b>	<b>30,000.00</b>
<b>Contributor 2</b>	<b>\$</b>	<b>-</b>
<b>Total</b>	<b>\$</b>	<b>30,000.00</b>

## SNPLMA Round 18

### Nomination Package Requirements for Hazardous Fuels Reduction and Wildfire Prevention

**The Round 18 Nomination Period is July 16, 2020, through September 14, 2020.**

**Please read all instructions and requirements carefully.**

**Nominations which do not fully comply with these instructions, requirements, and due dates will be deemed incomplete and will not be accepted.**

The first four sections of this document include information on eligibility, limitations, and general formatting and submittal requirements for consideration when developing a nomination proposal. The fifth section contains Conservation Initiatives specific requirements and an *outline to use for writing* the nomination proposal.

#### **I. ELIGIBILITY REQUIREMENTS**

The Southern Nevada Public Land Management Act as amended, Section 4(e)(3)(ix) directs funding from the special account to be expended for:

*“... development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention plans (including sustainable biomass and biofuels energy development and production activities) for the Lake Tahoe Basin (to be developed in conjunction with the Tahoe Regional Planning Agency), the Carson Range in Douglas and Washoe Counties and Carson City in the State, and the Spring Mountains in the State, that are: (I) subject to approval by the Secretary; and (II) not more than 10 years in duration..”*

Hazardous fuels reduction and wildfire prevention (HFRWP) projects may include project level planning, fuels reduction treatment activities, biomass utilization, and biofuels energy development and production activities.

HFRWP projects may be nominated by entities that are specifically named in the three multijurisdictional plans, and/or are signatories to those plans for projects on lands in the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada and the Spring Mountains in Nevada.

#### **II. ROUND 18 NOMINATION LIMITATIONS AND DIRECTION**

A. Nominations are limited to three (3) submissions per entity per category, with two exceptions:

- The Hazardous Fuels Reduction and Wildfire Prevention (Fuels) category in

which eligible entities are limited to three submissions per entity per legislative area (the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City, and the Spring Mountains in Nevada).

- In the Parks, Trails, and Natural Areas (PTNA) category, the Executive Committee may consider additional nominations from Clark County.

B. Interagency projects (those with two or more participating entities) must identify a lead agency.

- The lead agency must be qualified under the Focus List rules within the project category.
- An interagency project nomination will count as one of the lead agency's three nominations.
- Other entities may participate in the interagency project even if otherwise unqualified within the category under the Focus List rules.
- No more than three (3) interagency projects per category for which any participating agency does not otherwise qualify to receive funding will be included in the Round 18 final recommendation for funding to the Secretary of the Interior.

C. Entities are to limit nominations to the best value option for a viable project. That is, nominated projects are to be cost effective while maintaining quality. In addition, nominating entities are to ensure that the projected cost estimates are as accurate as possible.

D. Except where provided by the SNPLMA legislation relative to the Eastern Nevada Landscape Restoration Project (ENLRP) category, nominations may not identify non-eligible Federal agencies, organizations or other entities as proposed to receive project funds through contracts and/or agreements to implement or assist in implementing the project.

E. The Executive Committee emphasized that the SNPLMA Strategic Plan is a guiding document for all nominations in Round 18. The Executive Committee has identified three values on which to focus SNPLMA implementation over the next five years: sustainability, connectivity, and community. These three values will be applied in ranking of project nominations. **Therefore, every nomination must explain how the three values is/are promoted by the project and, if so, in what way.** In drafting the explanations, consider the following guidance:

- Implementation of the SNPLMA Program will contribute to the three values by emphasizing projects that:
  - Restore and protect healthy and resilient landscapes that connect important habitats and protect the integrity of the human and biological communities;
  - Provide outdoor recreation opportunities that improve the quality of life for the public and encourage interaction with nature; and
  - Incorporate durability, relevancy, and shared support to ensure benefits in the near and long term.
- The above areas of emphasis are addressed through two redefined Goals in the Strategic Plan:
  - Goal 1: Sustain the quality of the outdoor environment by conserving, preserving, and restoring natural and cultural resources.

- Goal 2: Improve the quality of life for all publics in urban and rural communities by enhancing recreational opportunities that connect people with the outdoor environment.
- F. In addition to any maps that may be required under category-specific guidance, nominations are to include a map that supports the proposed benefits of the project relative to the Strategic Plan values of sustainability, connectivity, or community. For example, an Environmentally Sensitive Land Acquisition (Land Acquisition) claiming contribution to opening or maintaining access to a migratory corridor would include a map showing the location of the migratory corridor in relation to the nominated lands. ENLRP or Fuels projects would include a map showing other similar projects completed, planned, or underway in the same general area as a way of demonstrating connectivity of the projects over the landscape.

### **III. GENERAL FORMATTING AND SUBMITTAL REQUIREMENTS**

- A. **Nomination period duration is 60 days, beginning Thursday July 16, 2020 and ending Monday September 14, 2020.** Nomination packages must be received by close of business, 4:30 p.m. Pacific Time on Monday September 14, 2020. Late submissions cannot be considered.
- B. All **Hazardous Fuels Reduction and Wildfire Prevention** nomination packages are to be submitted to:

Robert Taylor  
 Program Manager  
 Bureau of Land Management  
 SNPLMA Division  
 4701 N. Torrey Pines Dr.  
 Las Vegas, NV 89130

Submit electronic nomination to:

[r50taylo@blm.gov](mailto:r50taylo@blm.gov)

- C. Submit one hard copy and one electronic copy of the nomination on a thumb drive. Text should be created in Microsoft® Word '97 (MS Word) or higher with a 1" margin on all sides in 12-point font size, printed single sided on 8-1/2" X 11" paper, including maps. The summary cost estimate and detailed cost estimates must be in Microsoft® Excel (Excel) format and provided on the same jump drive. The electronic version must match the hard copy version. Hard copies should be clipped, not stapled, hole-punched or bound.
- D. All images should be integrated into the MS Word document to create a single electronic document. Photographs should be grouped together, two per page, at the end of the document, rather than scattered throughout the text. Photographs and maps must be in .jpeg format and support letters should be in .pdf format. All pictures, maps, and letters should be included as separate files on the thumb drive and in their original format.
- E. All nomination packages, including the thumb drives, become the property of the BLM Southern Nevada District Division of SNPLMA Acquisition, Improvement and Conservation Programs (SNPLMA Division) and will not be returned.

- F. All instructions, requirements and due dates must be met for the nomination to be accepted. However, time permitting after the nomination due date, nominators will be notified if their nomination package is incomplete or otherwise does not meet the requirements and allowed additional time to provide missing or updated information. If missing information as identified and requested by the SNPLMA Program Manager is not received by the date requested, the nomination will not be accepted and will not be forwarded for consideration.
- G. Nomination package requirements for each category, which include the ranking criteria, can be found on the SNPLMA website at: <https://www.blm.gov/snplma> by clicking on “Round 18 Nomination Period.”

#### **IV. ROUND 18 NOMINATION CONTENT REQUIREMENTS -- ALL CATEGORIES**

- A. A cover page including the following:
  - 1. The submitting entity’s name and logo.
  - 2. The SNPLMA round and category.
  - 3. A brief project title which reflects and captures the nomination content.
  - 4. The amount requested.
  - 5. The project timeframe in years and months. Standard timeframes approved by the Executive Committee are: Land Acquisitions = 3 years; ENLRP = 4 years; Parks, Trails, and Natural Areas (PTNA), Capital Improvements, Multi-Species Habitat Plan (MSHCP), and Conservation Initiatives = 5 years; Fuels = 6 years. If the nomination proposes a longer timeframe than the standard for the category, the nomination must fully justify the scope and time required as opposed to scoping the project to be completed within the standard timeframe.  
Do not indicate definitive dates in your application, as delays in processing funding instruments can affect your ability to initiate projects.
  - 6. A contact person/project manager with phone and e-mail.
  - 7. Latitude and longitude location reference point for purposes of locating the project area on a map on the SNPLMA website, using decimal degrees format (e.g. 36.879167° / -112.202778°).
- B. Nominations must clearly describe the relationship of the nominated project to previous phases and anticipated future phases, if any. Provide the estimated total cost of all phases of the project; confirm that the current nomination will result in a stand-alone, viable project and acknowledge that there is no guarantee or expectation of funding for future phases. The project title may only include the term “phase” when the project is a direct phase of a previously approved SNPLMA project, or if the project is the first phase of a series of stand-alone future nomination phases.
- C. Nominations are to address whether or not there will be contributed funds directly applicable to completion of the project within the timeframe and scope of the proposed project. Funds from other sources to complete work prior to the project or for post-completion activities such as operations and maintenance or later enhancements are not considered contributed funds.
  - 1. If either an in-kind or cash contribution is identified, a written commitment must be documented on official letterhead or stationery of the contributor and submitted as part of the nomination. In addition, the estimated costs on the Estimated Necessary Expense worksheet should reflect the amount of the contribution in the space



provided at the bottom of the form. Do not include the amount of contributed funds in the amount requested for the project.

2. In-kind contributions include volunteer labor, professional services, or contributed material and equipment. Project nominations that identify in-kind contributions must submit a breakdown of the valuation of these contributions. The breakdown of these contributions may include:

- (1) Volunteer labor valuations should be computed at the rate used by the Department of the Interior, which is currently \$25.43 per hour;
- (2) Salaried employees' actual hourly rates plus the value of any fringe benefits received;
- (3) Actual costs for material, equipment, and supplies.

Agency/entity overhead costs may not be included in determining in-kind contributions.

D. **Nominations in all categories must contain a specific statement of the purpose of the project - that is a "Purpose Statement."** The purpose statement must be clear and specific following a "who, what, where, why" format that identifies:

- The eligible agency/entity that will carry out the project.
- The action to be taken (e.g., construction of a facility, park, or trail; refurbish picnic area "A;" restoration of a historic structure; excavation of a cultural site; acquisition of land; protection of paleontological resources; conduct environmental awareness training for educators; etc.).
- The physical location where the project will be carried out. The statement must identify the specific facility, physical plant, or other physical location within a specified area managed by the agency/entity ("management area") where the project will be carried out. Except for PTNA and Capital Improvements which may identify only one location, the nature of the category may result in the identification of multiple locations within a project area (e.g., a Conservation Initiative to monitor habitat for a given species at the two locations where it exists in Clark County; a Fuels project that covers multiple locations of invasive species within an identified project area, etc.).
- The outcome of the project (e.g., to improve visitor safety, to protect specified natural resources, to improve access).

E. Following the purpose statement, the nomination must then include the project deliverables as defined below. The purpose statement along with the deliverables identified to accomplish the purpose will be used to determine project completion and acceptability of future scope change requests. There are three categories of deliverables described below:

1. **Primary Deliverables:** Primary deliverables are those that must be completed at a minimum in order to complete the project and accomplish the purpose.

Identify the size, quantity, anticipated site and configuration, and whether or not those elements are contingent upon the final results of design, planning, cost estimates, public scoping or other studies, analyses, or reports.

♦ Examples:

- Reconstruction of recreation facility "A" to be compliant with federal and agency accessibility standards and/or restoration of habitat to proper function condition;

- Acquire title to Property “C,” approximately 250 acres with riparian habitat and wetlands of +/- 100 acres;
- Construct a non-motorized trail approximately 6 feet wide from point X to point Y.

2. **Anticipated Deliverables:** Anticipated deliverables are those that are desirable and beneficial, but not minimally necessary to completion of the proposed project and project purpose. Their inclusion will be based on the results of final planning, design, cost estimates, public scoping, or other studies, analyses, or reports. The cost estimate for the project should include the cost of completing anticipated deliverables that are likely to be included unless the results of such studies, analyses, or reports determine that they should not be developed. (See the first two examples below.)

The cost estimate should not include the cost of those anticipated deliverables that are planned for inclusion in the project only if sufficient funds remain after completing the primary deliverables. This is to avoid inflating project funding requests over the best-value option to address the cost of components/elements that are not necessary to completion of the project and project purpose. (See the third example below.)

♦ **Examples:**

- Reconstruction, upgrade or construct picnic facilities, with appropriate amenities in area “A” pending public scoping, the final environmental assessment and planning and design of facilities;
- Acquire water rights if available for Property “C” pending review of a water rights ownership report and determination of the quantity that can be put to beneficial use;
- Include lighting along the trail from point X to point Y if final cost estimates for construction allow inclusion within the amount requested to complete the project.

3. **Standard Deliverables:** Standard deliverables are those actions/activities that are generally accepted by the agency/entity, and/or by industry standards as necessary to complete the aforementioned Primary and Anticipated deliverables. Standard deliverables can be identified in the project work plan rather than in the nomination, but the cost of completing the standard deliverables must be reflected in the project cost estimate.

♦ **Examples:**

Deliverables which are typically addressed in the detailed cost estimate but not always identified as deliverables in the nomination that would be standard deliverables are:

- NEPA for a land acquisition (vs. NEPA that is a primary deliverable for other types of projects);
- Appraisal to determine market value of rights in land to be acquired;
- Boundary survey to determine acreage; and
- Surveys for trail construction.

Other examples that may not be line items in budget estimates or identified in the nomination but that must be completed to accomplish the Primary or Anticipated

Deliverables and therefore would be defined as tasks are:

- Public scoping;
- Developing scopes of work for contracts;
- Writing a request for bids;
- Submitting and obtaining management approval of project documents;
- Submittal for review and approval by agency management; and
- A specialist's review of project documents.

- F. Nominations in all categories should identify all relevant SNPLMA Performance Measures with a minimum of one. (For a copy of the Performance Measures access the SNPLMA website at <https://www.blm.gov/snplma> and click on the link for "Round 18 Nomination Period"). To meet this requirement, the nomination must describe accomplishments in the form of "outcomes and outputs" that are linked to specific Performance Measures. Use the following as an example:

Outcome: Increase visitor awareness and appreciation for the Mojave Desert through educational programs and products. Achieving the following outputs will accomplish this outcome:

- Output (Primary or Anticipated Deliverable): Conduct 15 education programs for teachers and students in Clark County. The SNPLMA Performance Measures include:
  - Performance Measure O7 – Number of Interpretive or Education Presentations Given and/or Community Events Participated in or Hosted (each presentation is reported as one unit).
  - Performance Measure O5 – Number of Outreach Contacts Made (each individual reached is reported as one unit).
- Output (Primary or Anticipated Deliverable): Update 5 visitor center static displays by replacing/upgrading them with multi-media interactive displays. The SNPLMA Performance Measure is:
  - Performance Measure O6 – Number of New Interpretive or Education Publications/Signs/Kiosks/Displays/etc. Produced (each item produced is reported as one unit).

- G. Identify the level of readiness for the project in terms of existing SNPLMA projects and their progress/status, staffing, resources, NEPA, initial planning, inter-agency coordination, SHPO consultation, identification of funding and responsibility for operations and maintenance once completed, etc. that will allow your agency/entity to request funds and begin implementing the project within one year of special account funds notice. The Executive Committee may look favorably at projects that are most prepared to begin implementation.

- H. **ALL PARTNERS - Compliance with Departmental/Agency Priorities and Strategic Goals:** Nominations must describe which of the following Departmental/Agency Priorities and Strategic Goals the nomination meets, what will be done, and how the nominated project will achieve the Priority and Strategic Goal.

### **1. Department of the Interior Priorities:**

- a) Create a conservation stewardship legacy second only to Teddy Roosevelt.
- b) Sustainably develop our energy and natural resources.
- c) Restore trust and be a good neighbor.
- d) Ensure the tribal sovereignty means something.
- e) Increase revenues to support the Department and national interests.
- f) Protect our people and the border.
- g) Strike a regulatory balance.
- h) Modernize our infrastructure.
- i) Reorganize the Department for the next 100 years.
- j) Achieve our goals and lead our team forward.

## **2.U.S. Forest Service Priorities:**

- a) Uplifting and empowering our employees through a respectful, safe working environment.
- b) Being good neighbors and providing excellent customer service.
- c) Promoting shared stewardship by increasing partnerships and volunteerism.
- d) Improving the condition of forests and grasslands.
- e) Enhancing recreation opportunities, improving access, and sustain infrastructure.

**3.Other Departmental/Agency Priorities and Strategic Goals:** Describe any other departmental/agency priorities and/or strategic goals that apply to the nomination and are not listed above.

**I. ALL PARTNERS – Consistency with Executive Orders (EO) and Secretarial Orders (SO):** The proposed project must comply with the purpose of the following EO and SOs, where appropriate. Identify applicable EO and/or SO and provide detailed information of how the proposed project meets the purpose of the EO and/or SO:

### **1. EO No. 13855 Promoting Active Management of America’s Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk**

It is the policy of the United States to protect people, communities, and watersheds, and to promote healthy and resilient forests, rangelands, and other Federal lands by actively managing them through partnerships with States, tribes, communities, non-profit organizations, and the private sector. The Secretaries of Interior and Agriculture each shall implement the following policies in their respective departments:

- 1. **Shared Management Priorities.** The goal of Federal fire management policy for forests, rangelands, and other Federal lands shall be to agree on a set of shared priorities with Federal land managers, States, tribes, and other landowners to manage fire risk across landscapes.
- 2. **Coordinating Federal, State, Tribal, and Local Assets.** Wildfire prevention and suppression and post-wildfire restoration require a variety of assets and skills across landscapes. Federal, State, tribal, and local governments should coordinate the deployment of appropriate assets and skills to restore our landscapes and communities after damage caused by fires and to help reduce hazardous fuels

through active forest management in order to protect communities, critical infrastructure, and natural and cultural resources

3. **Removing Hazardous Fuels, Increasing Active Management, and Supporting Rural Economies.** Post-fire assessments show that reducing vegetation through hazardous fuel management and strategic forest health treatments is effective in reducing wildfire severity and loss. Actions must be taken across landscapes to prioritize treatments in order to enhance fuel reduction and forest-restoration projects that protect life and property, and to benefit rural economies through encouraging utilization of the by-products of forest restoration

DOI AND USDA FS shall:

- Reduce fuel loads
- Protect water quality and mitigate severe flooding and erosion for forest fires.
- Increase forest health treatments
- Implement road maintenance to provide access for emergency service/restoration work

The Secretaries shall also refine and develop performance metrics to better capture the risk reduction benefits achieved through application of these management tools.

#### **2.SO No. 3347: Conservation Stewardship and Outdoor Recreation**

The Department of the Interior is entrusted with overseeing Federal lands for the benefit of current and future generations. This includes advancing conservation stewardship and increasing outdoor recreation opportunities, including hunting and fishing, for all Americans. The purpose of this Order is to enhance conservation stewardship, increase outdoor recreation, and improve the management of game species and their habitat.

#### **3.SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories**

This Order continues the Department of the Interior's efforts to enhance conservation stewardship; increase outdoor recreation opportunities for all Americans, including opportunities to hunt and fish; and improve the management of game species and their habitats for this generation and beyond. It directs several components of the Department to assess past and ongoing implementation of the recommendations set forth in Executive Order 13443, "Facilitation of Hunting Heritage and Wildlife Conservation," to inform how best to enhance and expand public access to lands and waters administered by the Department – lands and waters owned by all Americans – for hunting, fishing, recreational shooting, and other forms of outdoor recreation. In addition, this Order gives greater priority to recruiting and retaining sportsmen and women conservationists, with an emphasis on engaging youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities. Finally, this Order directs greater collaboration with state, tribes, and territorial partners.

#### **4.SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors**

This Order directs appropriate bureaus within the Department of the Interior (Department) to work in close partnership with the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming to enhance and improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to conserve and manage big-game species and respects private property rights. Through scientific endeavors and land management actions, wildlife such as Rocky Mountain Elk (elk), Mule Deer (deer), Pronghorn Antelope (pronghorn), and a host of other species will benefit. Additionally, this Order seeks to expand opportunities for big-game hunting by improving priority habitats to assist states in their efforts to increase and maintain sustainable big game populations across western states.

**5.SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior**

The purpose of this Order is to ensure public lands and waters under the management and administration of the U.S. Department of the Interior are open and accessible for recreational pursuits by all Americans and visitors to the United States.

**6.SO No. 3370: Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges**

This Order directs the U.S. Fish and Wildlife Service (FWS) and other appropriate Bureaus within DOI to carry out the Secretary's priorities, including: restoring trust in the stewardship legacy second only to that of President Theodore Roosevelt, Jr.; and encouraging and assisting Americans, particularly those who live in urban areas, to experience the outdoors within their local communities. Urban National Wildlife Refuge are units of the National Wildlife Refuge System that have a population center of at least 250,000 people within 25 miles of their boundaries. The FWS established the Urban Wildlife Conservation Program to inspire Americans to connect with nature and the outdoors to become stewards of the environment and empower local organizations, cities, and towns across the country to support innovative, community-based conservation.

**7.SO No. 3372: Reducing Wildfire Risks on Department of the Interior Land Through Active Management**

The Purpose of this Order is intended to enhance the Department of the Interior's management of Federal lands to: (1) better protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire; and (2) promote the sustainable recovery of damaged lands. Further, it is intended to ensure that the American people receive the maximum benefits from new and existing regulatory mechanisms designed to reduce the impacts of catastrophic wildfire.

**8.SO No. 3373 Evaluating Public Access in Bureau of Land Management Public Land Disposals and Exchanges**

This Order ensures that recreational public access is an important value now and into the future as the Bureau of Land Management (BLM) makes decisions

involving the disposal or exchange of lands. Public access for purposes of this Order should be construed broadly as publicly available access to Federal or State lands. This Order will ensure that by early assessment of proposed BLM disposals, access for hunting, fishing, and other outdoor recreation will be an important consideration and that the accessibility of Federal land and waters managed by the Department is a consideration of any disposal or exchange of land and interests in lands, consistent with applicable law.

**9. SO No. 3374 Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act**

This Order establishes a Departmental task force to facilitate and prioritize the Department of the Interior's (Department) timely implementation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act. It also clarifies Departmental roles and responsibilities to accomplish this goal.

**10. SO No. 3376 Increasing Recreational Opportunities through the use of Electric Bikes**

This Order is intended to increase recreational opportunities for all Americans, especially those with physical limitations, and to encourage the enjoyment of lands and waters managed by the Department of the Interior. This Order simplifies and unifies regulation of electric bicycles (e-bikes) on Federal lands managed by the Department of the Interior and also decreases regulatory burden.

**11. Other Secretarial Order(s) and Directive(s):** Describe any other Secretarial Order(s) and Directive(s) that apply to the nomination and are not listed above.

*NOTE: The Partners Working Group and the Executive Committee will be provided with SNPLMA database information on past performance, projects of concern, and the Focus list which will be factored into decisions for funding recommendations.*

**V. HAZARDOUS FUELS REDUCTION AND WILFIRE PREVENTION CATEGORY SPECIFIC REQUIREMENTS**

- B. Interagency nomination packages are to be coordinated between the participating agencies. A lead agency must be identified and all participating agencies must be included on the cover page. (*Note: Interagency nominations are all projects involving more than one implementing Federal agency regardless of SNAP affiliation.*)
- C. Interagency nomination packages require letters or statements of support from all participating agencies.
- D. Include the proposed project budget. For interagency projects include a breakdown of the amounts to be allocated to each participating agency. Nominations must include a completed Estimated Necessary Expenses worksheet (attachment 1) and a completed Detailed Cost Estimate worksheet which covers expenses over the life of the project (attachment 2).

- E. A map printed on 8 ½” x 11” paper depicting the location of the nomination, if applicable. If the nomination has numerous project sites in a wide area of operations (NRA, NCA, Wilderness Area, Refuge, etc.), submit a single map, if possible, with sufficient detail to identify the project location(s).
- F. Identify the Congressional District Number(s) in which the project is located. A map of congressional districts can be found here (site does not display properly with Internet Explorer): <https://www.govtrack.us/congress/members/NV>.
- G. Narrative addressing the following:
  1. Background information and need for the project.
  2. A description of the project implementation process.
    1. Must include discussion on the methods and techniques the agency(ies) plan to use to disseminate the results of the proposed project including survey results, educational and research formats, data, processes, etc., to other Federal and non-Federal entities within Nevada and elsewhere.
  3. How the project meets each of the SNPLMA Conservation Initiatives ranking criteria and factors (attachment 3).
- H. ***Outline to Use for Writing the Nomination Proposal:*** Nomination Packages for Conservation Initiatives should follow the format outlined below to ensure that they meet all requirements, general and category specific. Refer to the previous sections for more detail.
  1. Cover page (section V.A.)
  2. Purpose statement (section IV.D.)
    1. Who is the responsible/lead agency and partner agencies (if any)?
    2. What will be accomplished and how will completion be determined?
    3. Where the project/work is located?
    4. When will the project be initiated and how will we know it is complete?
  3. Background information and need for the project (V.F.i.)
    1. Explain how project addresses the three Executive Committee values (section II D.):
      - a. sustainability,
      - b. connectivity, and
      - c. community
  4. Project timeframe in years and months (section IV.A.)
  5. Location of the project, including required maps (section IV.A.vii, IV.D., V.D.)
  6. Project deliverables (section IV.E.)
    1. Primary
    2. Anticipated
    3. Standard
  7. Relevant performance measures (section IV.H.)
  8. A description of the project implementation process (section V.F.ii.)
  9. Level of readiness for project implementation (section IV.I.)
  10. Relationship to previous phases and anticipated future phases (section IV.B.) *Each phase must be a completed project with clearly defined*



*deliverables.*

11. Proposed project budget (section V.C.)
  1. If this is a phased project, what is the cost of this phase and the total cost of all phases?
  2. Identify non-SNPLMA sources of funding or in-kind contributions (section IV.C.)
    - a. *Attach supporting commitment letter on agency/entity letterhead*
  3. Discuss how the proposal represents the best value option for a viable project (section II.C.)
12. Conservation Initiatives Ranking Criteria (section V.F.iii.)
13. Letters or statements of support (sections III.D. and V.B.)

## ATTACHMENT A

Executive Orders, Secretarial Orders, DOI Priorities, and U.S. Forest Service Priorities (PDF document available for download on [www.blm.gov/snplma/Round](http://www.blm.gov/snplma/Round) 18 Nomination Period

## ATTACHMENT B

### Round 18 Hazardous Fuels and Wildfire Prevention Ranking criteria

#### **HAZARDOUS FUELS AND WILDFIRE PREVENTION RANKING CRITERIA**

Four criteria will be used by the subgroup to evaluate, score and rank nominations in this category. Planning projects are evaluated on the anticipated results and methodology of the resultant project. The subgroup reserves the right to elevate the top ranking project from each geographic area in its recommendation. The total points available for each criteria is shown to the right of the criteria. The factors used to score the criteria are listed below it with the points available for each factor. The factor scores are cumulative to make up the total points available for each criteria. Unless otherwise indicated in the factor, score each factor on a sliding scale.

<b>1. Improves the community within and/or adjacent to the project area.</b>	<b>Points = 25</b>
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Factors:

A. Addresses immediate public health and safety and community infrastructure.	
1. Project is within the Defense Zone, generally an area within 0.25 mile of life and property, as depicted by the most current Wildland Urban Interface (WUI) map in the applicable plan.	15
2. Project is within the Threat Zone, generally an area between 0.25 mile and 1.50 miles of life and property, as depicted by the most current WUI map in the applicable plan.	10
3. Project is within the general forest or other lands beyond the WUI (generally greater than 1.5 miles from life and property), as depicted by the most current map in the applicable plan.	5
B. Promotes protection of source water (rivers and lakes) or municipal watersheds.	5
C. Project includes education and outreach to the community on Living with Fire or Fire Adapted Communities and/or the importance of fuels reduction on federal, state, and local government land.	5

Select the most appropriate Factor (A1, A2, A3) and award all points indicated. Score Factors B and C on a sliding scale.

<b>2. Improves the connection of fuels reduction activities and wildlife habitat.</b>	<b>Points = 30</b>
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Factors:

A. Project connects previously treated areas to create or increase contiguous blocks of treated land.	10
B. Project protects or enhances wildlife habitat and/or resilient vegetative communities.	10
C. Project enhances the effectiveness of other treatments in progress or complete.	10

<b>3. Improves sustainability of the multijurisdictional 10-year plans, environment, and financial resources.</b>	<b>Points = 25</b>
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Factors:

A. The project will:	
1. Improve the sustainability of the forest health and ecosystem function (e.g. stand density, desired species mix and age, tree health, etc.)	8
2. Improve habitat for sensitive species and Threatened and Endangered species. Includes mitigation and/or minimization measures when treatment in sensitive habitat is unavoidable.	7
3. Include broadcast prescribed fire for resource management objectives for sustainable landscapes.	5
B. The method of treatment is fiscally responsible for the project area by balancing resource objectives, values at risk, and cost per acre factors or cost-benefit analysis.	5

<b>4. Demonstrates sound project management and quality control measures</b>	<b>Points = 20</b>
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Factors:

A. Project goals and implementation processes are clear, measurable, achievable, and demonstrable.	5
B. Project proponent has the capacity to implement this project in a timely manner (contractor and staff availability, no backlog of current projects, etc.) and within budget.	5
C. Is a phase or related component to a previously funded project.	5
D. Has identified committed non-SNPLMA sources of funding or in-kind contribution in the development and/or implementation of the project.	5

<b>Total Possible Points</b>	<b>100</b>
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**Departmental/Agency Orders, Goals, Directives, Priorities and Goals:** Nominating entities do not respond to the following criteria. These criteria will be answered Yes, No, or NA by the Subgroup for ranking purposes.

<p>5. ADVANCES THE AGENCY/ENTITY PRIORITIES/GOALS</p> <p>The proposed project specifically identifies what and how the nomination/project meets the priorities and strategic goals for their respective agency.</p> <p><b>(This is scored as Yes, No, or NA. Nominations that have not adequately described what priorities and strategic goals they will meet and how they will meet the priorities and strategic goals will not be recommended for funding)</b></p>	<p>Points = XX</p> <p>(max possible points NA)</p>
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**Factors:**

<p>A. Meets one or more of the Department of the Interior Priorities below:</p> <ol style="list-style-type: none"> <li>1. Create a conservation stewardship legacy second only to Teddy Roosevelt.</li> <li>2. Sustainably develop our energy and natural resources.</li> <li>3. Restore trust and be a good neighbor.</li> <li>4. Ensure that tribal sovereignty means something</li> <li>5. Increase revenues to support the Department and national interests.</li> <li>6. Protect our people and the border.</li> <li>7. Strike a regulatory balance.</li> <li>8. Modernize our infrastructure</li> <li>9. Reorganize the Department for the next 100 years.</li> <li>10. Achieve our goals and lead our team forward.</li> </ol>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>B. Meets one or more of the U.S. Forest Service priorities below:</p> <ol style="list-style-type: none"> <li>1. Uplifting and empowering our employees through a respectful, safe working environment.</li> <li>2. Being good neighbors and providing excellent customer service.</li> <li>3. Promoting shared stewardship by increasing partnerships and volunteerism.</li> <li>4. Improving the condition of forests and grasslands.</li> <li>5. Enhancing recreation opportunities, improving access, and sustain infrastructure.</li> </ol>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>6. <b>CONSISTENCY WITH EXECUTIVE (EO) AND SECRETARIAL ORDERS (SO)</b>  The proposed project specifically identifies what and how the nomination/project meets the EO and/or SOs.</p> <p><b>(This is scored as Yes or No. Nominations that have not adequately described how the nomination complies with the EO and/or SOs will not be recommended for funding)</b></p>	<p>Points = XX</p> <p>(max possible points NA)</p>
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**Factors:**

<p><b>EO No. 13855 Promoting Active Management of America’s Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk</b></p> <p>It is the policy of the United States to protect people, communities, and watersheds, and to promote healthy and resilient forests, rangelands, and other Federal lands by actively managing them through partnerships with States, tribes, communities, non-profit organizations, and the private sector. The Secretaries of Interior and Agriculture each shall implement the following policies in their respective departments:</p> <ol style="list-style-type: none"> <li>4. Shared Management Priorities. The goal of Federal fire management policy for forests, rangelands, and other Federal lands shall be to agree on a set of shared priorities with Federal land managers, States, tribes, and other landowners to manage fire risk across landscapes.</li> <li>5. Coordinating Federal, State, Tribal, and Local Assets. Wildfire prevention and suppression and post-wildfire restoration require a variety of assets and skills across landscapes. Federal, State, tribal, and local governments should coordinate the deployment of appropriate assets and skills to restore our landscapes and communities after damage caused by fires and to help reduce hazardous fuels through active forest management in order to protect communities, critical infrastructure, and natural and cultural resources</li> <li>6. Removing Hazardous Fuels, Increasing Active Management, and Supporting Rural Economies. Post-fire assessments show that reducing vegetation through hazardous fuel management and strategic forest health treatments is effective in reducing wildfire severity and loss. Actions must be taken across landscapes to prioritize treatments in order to enhance fuel reduction and forest-restoration projects that protect life and property, and to benefit rural economies through encouraging utilization of the by-products of forest restoration</li> </ol> <p>DOI AND USDA FS shall:</p> <ul style="list-style-type: none"> <li>• Reduce fuel loads</li> <li>• Protect water quality and mitigate severe flooding and erosion for forest fires.</li> <li>• Increase forest health treatments</li> <li>• Implement road maintenance to provide access for emergency service/restoration work</li> </ul> <p>The Secretaries shall also refine and develop performance metrics to better capture the risk reduction benefits achieved through application of these management tools.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA
<p><b>SO No. 3347: Conservation Stewardship and Outdoor Recreation</b></p> <p>The Department of the Interior is entrusted with overseeing Federal Lands for the benefit of current and future generations. This includes advancing conservation stewardship and increasing outdoor recreation opportunities, including hunting and fishing, for all Americans. The purpose of this Order is to enhance conservation stewardship, increase outdoor recreation, and improve the management of game species and their habitat.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA

<p><b>SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories</b></p> <p>This Order continues the Department of the Interior’s efforts to enhance conservation stewardship; increase outdoor recreation opportunities for all Americans, including opportunities to hunt and fish; and improve the management of game species and their habitats for this generation and beyond. It directs the Department to assess past and ongoing implementation of the recommendations set forth in Executive Order 13443, “Facilitation of Hunting Heritage and Wildlife Conservation,” to inform how best to enhance and expand public access to lands and waters administered by the Department – lands and waters owned by all Americans – for hunting, fishing, recreational shooting, and other forms of outdoor recreation. In addition, this Order gives greater priority to recruiting and retaining sportsmen and women conservationists, with an emphasis on engaging youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities. Finally, this Order directs greater collaboration with state, tribes, and territorial partners.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA
<p><b>SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors</b></p> <p>This Order directs appropriate bureaus within the Department of the Interior (Department) to work in close partnership with the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming to enhance and improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to conserve and manage big-game species and respects private property rights. Through scientific endeavors and land management actions, wildlife such as Rocky Mountain Elk (elk), Mule Deer (deer), Pronghorn Antelope (pronghorn), and a host of other species will benefit. Additionally, this Order seeks to expand opportunities for big-game hunting by improving priority habitats to assist states in their efforts to increase and maintain sustainable big game populations across western states.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA
<p><b>SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior</b></p> <p>The purpose of this Order is to ensure public lands and waters under the management and administration of the U.S. Department of the Interior are open and accessible for recreational pursuits by all Americans and visitors to the United States.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA

<p><b>SO No. 3370 Improving Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges</b></p> <p>The Department of the Interior (DOI) is highlighting Urban National Wildlife Refuges and conservation stewardship on public lands and waters under its jurisdiction. This Order directs the U.S. Fish and Wildlife Service (FWS) and other appropriate Bureaus within DOI to carry out the Secretary's priorities by increasing access and providing safe, welcoming, and inclusive environments for outdoor recreational opportunities focused on encouraging all Americans and visitors to the United States to visit and participate in activities on the more than 100 urban national wildlife refuges through actions that support wildlife conservation and SOs 3347, 3356, and 3366.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA
<p><b>SO No. 3372 Reducing Wildfire Risks on Department of the Interior Land Through Acting Management</b></p> <p>This Order is intended to enhance the Department of the Interior's management of Federal lands to: (1) better protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire; and (2) promote the sustainable recovery of damaged lands. Further, it is intended to ensure that the American people receive the maximum benefits from new and existing regulatory mechanisms designed to reduce the impacts of catastrophic wildfire.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA
<p><b>SO No. 3373 Evaluating Public Access in Bureau of Land Management Public Land Disposals and Exchanges</b></p> <p>This Order ensures that recreational public access is an important value now and into the future as the Bureau of Land Management (BLM) makes decisions involving the disposal or exchange of lands. Public access for purposes of this Order should be construed broadly as publicly available access to Federal or State lands. This Order will ensure that by early assessment of proposed BLM disposals, access for hunting, fishing, and other outdoor recreation will be an important consideration and that the accessibility of Federal land and waters managed by the Department is a consideration of any disposal or exchange of land and interests in lands, consistent with applicable law.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA
<p><b>SO No. 3374 Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act</b></p> <p>This Order establishes a Departmental task force to facilitate and prioritize the Department of the Interior's (Department) timely implementation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act. It also clarifies Departmental roles and responsibilities to accomplish this goal.</p>	<input type="checkbox"/> YES  <input type="checkbox"/> NO  <input type="checkbox"/> NA



<p><b>SO No. 3376 Increasing Recreational Opportunities through the use of Electric Bikes</b></p> <p>This Order is intended to increase recreational opportunities for all Americans, especially those with physical limitations, and to encourage the enjoyment of lands and waters managed by the Department of the Interior. This Order simplifies and unifies regulation of electric bicycles (e-bikes) on Federal lands managed by the Department of the Interior and also decreases regulatory burden.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
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## ATTACHMENT C

### Detailed Cost Estimate Worksheet

Attach the detailed cost estimate sheets along with the EXCEL file on a jump drive