

AGF2011010
**COOPERATIVE FIRE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
Department of the Interior
Midwest Regional Office
and
WHITE EARTH BAND OF CHIPPEWA INDIANS
and
STATE OF MINNESOTA
Department of Natural Resources**

THIS AGREEMENT, effective as of the date of the last required signature, is entered into by and among the UNITED STATES OF AMERICA, Department of the Interior, Bureau of Indian Affairs, Midwest Regional Office, hereinafter referred to as the "BUREAU", the WHITE EARTH BAND OF CHIPPEWA INDIANS, hereinafter referred to as the "TRIBE", and the STATE OF MINNESOTA, Department of Natural Resources, hereinafter referred to as the "STATE" for the protection of White Earth Reservation lands:

WITNESSETH:

The BUREAU is authorized to enter into this Cooperative Agreement pursuant to the Timber Protection Act of September 20, 1922, 16 U.S.C. § 594, 42 USC Chp 15A, and the Reciprocal Fire Protection Act of May 27, 1955, as amended by the Wildfire Suppression Assistance Act of 1989, 69 Stat. 66, 67; 42 U.S.C. §§ 1856 and 1856a, 102 Stat. 1615; and the National Indian Forest Resources Management Act, P.L. 10-630, 25 U.S.C. § 1301-3120, specifically 3115.

The BUREAU has determined, in accordance with U.S. Department of the Interior Manual (DM), Part 505, Grants Administration, Chapter 2, Procurement Contracts, Grant and Cooperative Agreements, 2.14. (A)(2) (effective date 1/9/08), that Congress indicated clear legislative intent that Cooperative Agreements with other governmental partners providing mutual aid/fire management as a Single Source, without competition are appropriate.

WHEREAS, the STATE is authorized to enter into this Agreement pursuant to Minn. Stat. §§ 84.025, Subd. 7, 89.01, Subd. 4 and 90.041 Subd. 1;

WHEREAS, the BUREAU has responsibility for wildfire protection on trust lands which are within the boundaries of the White Earth Reservation;

WHEREAS, the State has responsibility for wildfire protection on lands other than those trust lands either within the White Earth Reservation or within the responsibility of another federal or local agency;

WHEREAS the TRIBE will assume ownership of the former STATE DNR Forestry Roy Lake work station and has an interest in fire protection on the White Earth Reservation;

WHEREAS, certain forest lands which the STATE is obligated to protect from wildfire are

intermingled or adjacent to those certain lands which the BUREAU is obligated to protect from wildfire;

WHEREAS, it is advantageous to parties of this Agreement to provide the most effective and economical wildfire protection system for those lands;

NOW THEREFORE, the BUREAU, TRIBE, and STATE do hereby agree to the following terms and conditions:

ARTICLE I

1.01 BUREAU OBLIGATIONS: To the best of its ability, within its authority, and dependent on appropriation of funds for such purposes, the BUREAU agrees to:

- a. Consult with the Bemidji DNR Forestry Area office on appropriate staffing levels staged at the Roy Lake facility;
- b. Take initial actions on all wildfires occurring on trust lands within the White Earth Reservation;
- c. Promptly report all wildfires occurring on adjacent STATE protected lands to the Park Rapids, Bemidji, or Detroit Lakes Area Forestry Office, as appropriate;
- d. Cooperate, and when requested by the STATE, take initial action on wildfires on lands which are protected by the STATE until relieved by the STATE, provided the wildfire is within reasonable distance of the Reservation boundary and such action will not leave Indian lands unprotected;
- e. Assume control, as soon as practical, of that portion of any wildfire which burns onto Reservation lands and be responsible for suppression of that portion of the wildfire;
- f. Provide a Resource Advisor when sensitive cultural areas are threatened or when requested by the STATE. The Resources Advisor will work directly with the Incident Commander to identify critical cultural areas and advise on suppression line construction location;
- g. Provide resources when requested by the STATE;
- h. Coordinate large wildfire incidents, and numerous wildfire incidents occurring on trust lands within the White Earth Reservation. The Federal government will pay all direct expenses related to large wildfire incidents, and numerous wildfire situations on and off, but near and having potential impact to the White Earth Reservation.

ARTICLE II

2.01 TRIBE OBLIGATIONS: To the best of its ability, within its authority, and dependent on appropriation of funds for such purposes, the TRIBE agrees to:

- a. Upon assuming ownership of the Roy Lake work station, assume responsibility for the maintenance and upkeep of the facility;
- b. Provide the STATE with access to the facilities for STATE DNR Forestry fire personnel while staging for fire response.

ARTICLE III

3.01 STATE OBLIGATIONS: To the best of its ability, within its authority, and dependent on appropriation of funds for such purposes, the STATE agrees to:

- a. As indicated by fire danger and in consultation with the BUREAU, the STATE shall determine appropriate staffing and provide firefighting resources for staging and response from the Roy Lake facilities;
- b. Take initial action on wildfires or assume control of wildfires on lands other than lands in trust and trust lands outside the boundary of the White Earth Reservation;
- c. Cooperate, and, when requested by the BUREAU take initial action on wildfires on lands which are protected by the BUREAU until relieved by the BUREAU, provided the wildfire is within reasonable distance of the STATE facilities and such action will not leave STATE protected lands unprotected;
- d. Assume control, as soon as practicable, of that portion of any wildfire which burns onto STATE protected lands and be responsible for suppression of that portion of the wildfire;
- e. Provide aerial detection and dispatching for wildfire protection within the White Earth Reservation. After hours dispatch will be provided by the Area Duty Officer.

ARTICLE IV

- 4.01 The parties to this Agreement agree to pay all reimbursable wildfire suppression costs incurred when a party responds to a request to suppress wildfire on lands the requester is obligated to protect. Reimbursable costs shall be defined as those extra costs incurred by the responding party. Reimbursable costs shall include, but are not limited to hired contract equipment, aerial suppression costs, fire department costs, etc. Salaries of the BUREAU and STATE personnel shall not be reimbursed during the first burning period. After the first burning period, salaries of BUREAU and STATE personnel shall be reimbursed. The first burning period is the first day of the wildfire up until midnight.
- 4.02 The party with authority to make the initial decision regarding suppression will be responsible for all suppression costs in the event that the deciding party takes limited suppression action (or none) and as a consequence the wildfire burns onto the lands

protected by the other party and requires suppression by that party.

- 4.03 Reimbursement will be made as soon as possible after costs become known on each wildfire. Such reimbursement will be paid upon submission to the BUREAU or the STATE of a bill showing:

1. The name and date of each wildfire.
2. The location of each wildfire.
3. The itemized cost of each wildfire.

- 4.04 Access to Information: The books, records, documents, and accounting procedures of the BUREAU, TRIBE, and STATE relevant to this agreement shall be subject to examination by the other party upon request and as provided by law.

ARTICLE V

- 5.01 Nothing in this Agreement shall be understood to impair the right of the United States or the State of Minnesota to recover costs, damages or penalties from third parties under applicable Minnesota or Federal law.
- 5.02 No member of the State or Federal Official shall be admitted to any share or part of this contract, or any benefit that may arise there from. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.
- 5.03 Nothing in this Agreement shall be construed as binding any party hereto to expend any sum in excess of the appropriation or appropriations available.
- 5.04 The parties agree to waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
- 5.05 Each party agrees that they will be responsible for their own acts or omissions and results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.

ARTICLE VI

- 6.01 The BUREAU and STATE agree that at least once each year, prior to March 15, they will meet to inter alia:
- a. Discuss and prepare annual work and contingency plans; and
 - b. Exchange both an updated list of all personnel responsible for fulfilling the obligations of this Agreement and a list of all equipment available to those

- personnel; and
- c. Apprise one another of the name(s) of Resource Advisors designated for purposes of Section 2.01; and
 - d. Provide one another maps indicating any new land acquisitions by either party.

ARTICLE VII

DURATION - TERMINATION

- 7.01 This Agreement shall be effective as of the date of the last required signature and shall remain in full force and effect for five (5) years from that date unless canceled by not less than sixty (60) days written notice from one party to any other party.
- 7.02 The parties agree that this Agreement may at any time be terminated by mutual consent of all parties.

ARTICLE VIII

GENERAL PROVISIONS

- 8.01 National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.
- 8.02 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.
- 8.03 OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.
- 8.04 Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- 8.05 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.
- 8.06 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.
- 8.07 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

8.08 Compliance with Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the Recipient agrees that in expending the funds the Recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

8.09 Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

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

8.11 Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002, Public Law 107-174, Title I, General Provisions, section 101(1), is incorporated by reference.

8.12 In accordance with Executive Order 13513, recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce their own policies that ban employees from texting while driving when performing work for, on behalf of the Government. You are also encouraged to educate your employees and to urge voluntary compliance with a testing ban for off-duty employees.

Form DI-2010 did not convert from WordPerfect to Word format. Include this form when sending your agreement for recipient signature.

[proceed to next page for signature acknowledgements]

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

Approved: _____

BY: _____
Commissioner of Natural Resources

Printed Name: _____

Date: _____

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved: _____

BY: _____
ACTING Midwest Regional Director

Printed Name: Tammie Ditra

Date: 4/15/2011

STATE OF MINNESOTA
Commissioner of Administration

Approved: _____

By: _____

Printed Name: _____

Date: _____

**WHITE EARTH BAND OF
CHIPPEWA INDIANS**
White Earth Tribal Chairperson

Approved: _____

By: _____

Printed Name: _____

Date: _____

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Grants Management Specialist
Concur:

By: _____

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

Approved: _____

BY: _____
Commissioner of Natural Resources

Printed Name: _____

Date: _____

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved: _____

BY: _____
ACTING Midwest Regional Director

Printed Name: Tammie D. Ditra

Date: 4/15/2011

STATE OF MINNESOTA
Commissioner of Administration

Approved: _____

By: _____

Printed Name: _____

Date: _____

**WHITE EARTH BAND OF
CHIPPEWA INDIANS**
White Earth Tribal Chairperson

Approved: _____

By: Erma J. Vizenor

Printed Name: Erma J. Vizenor

Date: 7/5/11

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Grants Management Specialist
Concur:

By: _____

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

Approved:

BY: 

Commissioner of Natural Resources

Printed Name: Robert S. Tomlinson

Date: 4/20/11

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved:

BY: _____

Midwest Regional Director

Printed Name: _____

Date: _____

STATE OF MINNESOTA
Commissioner of Administration

Approved:

By: 

Printed Name: Lynette Padrite

Date: 5/11/11

**WHITE EARTH BAND OF
CHIPPEWA INDIANS**
White Earth Tribal Chairperson

Approved:

By: _____

Printed Name: _____

Date: _____

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Grants Management Specialist
Concur:

By: _____

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

Approved:

BY: [Signature]
Commissioner of Natural Resources

Printed Name: Robert S. Tomlinson

Date: 4/20/11

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved:

BY: _____
Midwest Regional Director

Printed Name: _____

Date: _____

STATE OF MINNESOTA
Commissioner of Administration

Approved:

By: [Signature]
Printed Name: Lynette Padrite

Date: 5/11/11

**WHITE EARTH BAND OF
CHIPPEWA INDIANS**
White Earth Tribal Chairperson

Approved:

By: [Signature]
Printed Name: Erma J. Vizenor

Date: 7/5/11

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Grants Management Specialist
Concur:

By: _____

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

Approved:

BY: _____
Commissioner of Natural Resources

Printed Name: _____

Date: _____

STATE OF MINNESOTA
Commissioner of Administration

Approved:

By: _____

Printed Name: _____

Date: _____

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Grants Management Specialist
Concur:

By: Donna L. Gill

Printed Name: DONNA L. GILL

Date: 3/15/11

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved:

BY: _____
Midwest Regional Director

Printed Name: _____

Date: _____

**WHITE EARTH BAND OF
CHIPPEWA INDIANS**
White Earth Tribal Chairperson

Approved:

By: _____

Printed Name: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

Approved:

BY: _____
Commissioner of Natural Resources

Printed Name: _____

Date: _____

STATE OF MINNESOTA
Commissioner of Administration

Approved:

By: _____

Printed Name: _____

Date: _____

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Grants Management Specialist
Concur:

By: Donna L. Gill

Printed Name: DONNA L. GILL

Date: 3/15/11

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved:

BY: _____
Midwest Regional Director

Printed Name: _____

Date: _____

**WHITE EARTH BAND OF
CHIPPEWA INDIANS**
White Earth Tribal Chairperson

Approved:

By: Erma J. Vizenor

Printed Name: Erma J. Vizenor

Date: 7/5/11

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

4/19/11