

OKLAHOMA STATE DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

GRANT AWARD

COMMUNITY WILDFIRE PROTECTION PLAN GRANT

This grant award by and between City of Clinton referred to as the "Grantee", and the Oklahoma Department of Agriculture, Food, and Forestry, hereinafter referred to as the "Grantor".

PROJECT: Community Wildfire Protection Plan CWPP - 29 - 10

PROJECT PERIOD: One year from the date of the Purchase Order.

GRANT AMOUNT: Not to exceed \$10,000

GRANTEE AGREES TO:

1. Complete Community Wildfire Protection Plan in accordance with the established guidelines listed in attached addendum.

2. Submit Expense Summary Form and Request for Reimbursement

- a) Include copies of itemized invoices for services or materials purchased and proof of purchase documentation (e.g. paid receipts, copies of front and back of canceled checks, etc).
- b) All federal share expenses must be completed by one year following the purchase order being set up.
- c) No money shall be spent or occur prior to the purchase order being issued.

3. **Submit performance reports** detailing progress and maintenance of project, during the entire project period. Grantor will mail these forms when required.

4. Make any books, records, documents, accounting procedures, audits, practices or any other items relevant to this agreement, regardless of type, whether in written form, computer data, or in any other form, available for examination by the Grantor, the State Auditor and Inspector, a federal auditor, or any auditor designated by Grantor. Records will be maintained for a minimum of three (3) years following the end of the project period. If an audit, litigation or other action involving records is commenced before the end of the three (3) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

5. Comply with cost principles and Code of Federal Regulations, incorporated by reference, pertaining to federal grants.

<u>Organization</u>	<u>Code of Fed. Reg.</u>	<u>OMB Circular</u>
State or Local Gov't.	Sec. 3015,3016,3017	A-87
Educational Institute	Sec. 3015, 3017	A-21
Non-profit Org.	Sec. 3015, 3017	A-122

6. **Certify that they are not debarred** from receiving federal funds by submitting a completed form ODA/FS-10, and may not conduct business with individuals or organizations debarred from federal grant projects.

7. Acknowledge receipt of and agree to comply with general requirements for all recipients of federal funds. Overview attached is incorporated by reference.

8. The Grantee will release the Department of Agriculture, Food, and Forestry from any and all liability associated with contractors, volunteers, local government employees or other persons working on the National Fire Plan Grant Program. Furthermore, nothing in this Grant Award shall be construed to change or alter the status of the employees of either the Grantor or the Grantee. At no time shall any employee, volunteer, contractor, or other designated person of the Grantee be considered an employee of the Grantor.

General Certifications

Required of All Recipients of Federal Funds

Legal Authority to Enter into the Agreement. The recipient organization possesses legal authority to enter into the agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the acceptance of the agreement including all understandings and assurances contained therein and directing and authorizing the person identified as the official representative of the recipient organization to act in connection with the agreement and to provide such additional information as may be required.

Conflicts of Interest. The recipient organization shall prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business or other ties.

Lobbying Provisions. The recipient organization shall ensure that Federal funds are properly spent. In particular, except nonprofit organizations which are subject to the lobbying provisions of paragraph B.21 of the OMB Circular A-122, it will assure that funds are not used for partisan or political activity purposes.

Member of Congress. No member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Civil Rights Act. The recipient organization shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

Sex Discrimination. The recipient organization shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, and following which prohibits discrimination on the basis of sex in Federally assisted education programs.

Handicap Discrimination. The recipient organization shall comply with section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. 794. Section 504 provides that no otherwise qualified handicapped individual shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Age Discrimination. The recipient organization shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101-6107, which prohibits unreasonable discrimination based on age, in programs or activities receiving Federal financial assistance.

Drug-Free Workplace. The recipient organization shall make a good faith effort to maintain a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying that actions will be taken against employees for violation of such prohibition.

Environmental Protection Agency's List of Violating Facilities. The recipient organization shall insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Grantor of the receipt of any communication from the Director of the EPA, Office of Federal Activities, indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

National Environmental Policy Act. The recipient organization shall comply with Public Law 91-190, the National Environmental Policy Act of 1969. The recipient or other party and the Grantor agree to direct their program activities covered by this agreement toward managing and enhancing the environment for the widest range of beneficial uses without its degradation or risk to health or safety or other undesirable consequences. The recipient or other party further agrees to assist the Grantor in the preparation of environmental statements as required by section 012(2)(c) of Public Law 91-190 for all major Federal actions taken under this agreement which might significantly affect the quality of the human environment or be highly controversial in regard to unresolved conflicts concerning the use of resources.

Clean Air Act. The recipient organization shall comply with the Clean Air Act of 1970, 42 U.S.C. 7401 and following which requires Federally assisted activities to be in conformance with the State (Clean Air) Implementation Plan.

National Historic Preservation Act. The recipient organization shall assist the Grantor in its compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. 470, Executive Order 11593, and the Archeologist and Historic Preservation Act of 1974, 16 U.S.C. 469a-1, et. seq., by (i) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Part 800.8) by the activity, and notifying the Grantor of the existence of any such properties, and by (ii) complying with all requirements established by the awarding agency to avoid or mitigate adverse effects upon such properties.

GRANTOR AGREES TO:

1. Upon receipt of proper documentation, reimburse the Grantee 100% of eligible expenses, up to the approved grant amount and not to exceed \$10,000.
2. Periodically review progress to assure the project meets federal and state guidelines, and is technically sound.

EMERGENCY AND TERMINATION CLAUSE:

If unforeseen circumstances necessitate a revision of any provision of this Agreement, the clause may be revised or appended upon agreement of both parties thereto. During the effective term of this Agreement, should the funding be reduced or limited the Department may limit, reduce or cease the monies available pursuant to this Agreement via issuance of a change order.

This contract will be considered to be in force until the expiration date. This grant may be renewed up to an additional 12 months at the same terms and conditions upon approval of the grantor. Either party may terminate this contract with a thirty (30) day written notice.

GRANTEE ACCEPTANCE:

State of Oklahoma, County of _____.

Signature and Title

Subscribed and sworn to before me this ___ day of _____, 2010.

Notary Public, City Clerk or Judge

Commission Expiration
Date: _____

GRANTOR ACCEPTANCE:

Date _____

John Burwell, Director
Oklahoma Forestry Services

Terry Peach
Commissioner
Oklahoma Department of Agriculture, Food, and Forestry

Addendum:

COMMUNITY WILDFIRE PROTECTION PLAN – NATIONAL FIRE PLAN REIMBURSEMENT GRANT PROGRAM (FISCAL YEAR 2009)

General Guidelines

1. Eligible applicants are communities (cities, towns) and Fire Departments. County governments are not eligible
2. Minimum requirements of a **Community Wildfire Protection Plan, incorporated by reference, (CWPP):** (For a detailed description of minimum requirements reference “Preparing a Community Wildfire Protection Plan, A Handbook for Wildland-Urban Interface Communities” available on the Internet at <http://www.safnet.org/policyandpress/cwpphandbook.pdf>.)

Oklahoma Department of Agriculture, Food, and Forestry/ Forestry Division shall supply CWPP template.

- A. Convene Decisionmakers
 - i. Form a core team made up of representatives from the appropriate local governments, local fire authority, and Oklahoma Department of Agriculture, Food, and Forestry/ Forestry Division
- B. Involve Federal Agencies
 - i. Identify and engage local representatives of the USFS and BIA
 - ii. Contact and involve other land management agencies as appropriate
- C. Engage Interested Parties
 - i. Contact and encourage active involvement in plan development from a broad range of interested organizations and stakeholders.
- D. Establish a Community Base Map
 - i. Work with partners to establish a baseline map of the community that defines the community’s WUI and displays inhabited areas at risk, forested area that contain critical human infrastructure and forested areas at risk for large-scale fire disturbance.
- E. Develop a Community Risk Assessment
 - i. Work with partners to develop a community risk assessment that considers fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability.
 - ii. Rate the level of risk for each factor and incorporate into the base map as appropriate.
- F. Establish Community Priorities and Recommendations
 - i. Use the base map and community risk assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for fuel treatment, reducing structure ignitability, and other issues of interest, such as improving fire response capability.
 - ii. Clearly indicate whether priority projects are directly related to protection fo communities and essential infrastructure or to reducing wildfire risk to other community values.
- G. Develop an Action Plan and Assessment Strategy
 - i. Consider developing a detailed implementation strategy to accompany the CWPP, as well as a monitoring plan that will ensure long-term success.
- H. Finalize Community Wildfire Protection Plan
 - i. Finalize the CWPP and communicate the results to the community and key partners.

3. Major Categories of expenditures in the development of a **Community Wildfire Protection Plan**:
 - A. Contracting Services
 - B. Personnel Time
 - C. GIS Software and Hardware
4. Funding limits per Grant are:
 - A. Maximum grant award \$10,000.
 - B. This is a 100% Federal pass-thru reimbursement grant.
 - C. No advance payments will be made. Grant amounts will only be distributed when CWPP is Finalized. Grant amounts may be claimed only on a reimbursement basis; 100% of expenses will be reimbursed up to the grant award amount. **(Example: Spend \$5,000 to receive \$5,000 reimbursement.) Only one (1) payment may be requested during the grant period.**
 - D. **Recipients can only make purchases after their community has been officially awarded a grant and received a copy of the State Purchase Order issued by the Department of Agriculture. Expenses prior to the State Purchase Order date will not be eligible for this grant.**
 - E. Recipients must certify eligibility to receive federal funds and must comply with applicable federal regulations.
 - F. Recipients must submit their **Federal Employers Identification (FEI)** number before a State Purchase Order can be issued.

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion
for Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

(Before completing this Certification, read the instructions on the reverse.)

- (1) The prospective lower tier participant certifies, by submission of this form, 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 form.

Subgrantee Organization

Printed Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this form is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____
Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
OR
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Printed Name

Phone Number

Fax Number

Certified This Date

Title

Email