

FORM 1511-1 United States Department of the Interior Bureau of Land Management  <h2 style="text-align: center;">ASSISTANCE AGREEMENT</h2>	PAGE 1 OF 11 PAGES 1. AGREEMENT NO. HAA031K00 2. TASK ORDER NO. BASE AGREEMENT 3. TYPE OF AGREEMENT (Check one) <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT
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NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER  MARTINA SEE BUREAU OF LAND MANAGEMENT 333 SW FIRST AVE. PORTLAND, OR 97204 PHONE 503-808-6221	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT  EDWARD METCALF, TRIBAL CHAIR RICHARD TECUBE, GENERAL MANAGER COQUILLE INDIAN TRIBE PO BOX 783 NORTH BEND, OR 97459 PHONE : 541-756-0904
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6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE  GLENN HARKLEROAD BL M- COOS BAY DISTRICT 1300 AIRPORT LANE NORTH BEND, OR 97459 PHONE: 541-751-4361	7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER  SAME AS NO. 5 ABOVE
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8. PROGRAM STATUTORY AUTHORITY PL106-113, PL104-208, PL106-393, PL106-291	9. STARTING DATE 1 MAY 2003
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10. EFFECTIVE DATE 1 APRIL 2003	11. COMPLETION DATE 30 APRIL 2007
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12. TYPE OF RECIPIENT (Check one) <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL GOVERNMENT <input checked="" type="checkbox"/> INDIAN TRIBAL GOVERNMENT <input type="checkbox"/> EDUCATIONAL INSTITUTION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> FOR-PROFIT ORGANIZATION <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> OTHER (Specify) _____	13. FUNDING INFORMATION <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Recipient</th> <th style="text-align: center;">BLM</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Previous obligation</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Total Obligation</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>Share Ratio</td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> </tbody> </table>		Recipient	BLM	This obligation	\$	\$ 0.00	Previous obligation	\$ 0.00	\$ 0.00	Total Obligation	\$ 0.00	\$ 0.00	Share Ratio	%	%
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14. ACCOUNTING AND APPROPRIATION DATA N/A
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15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES.  
 COQUILLE INDIAN TRIBE (CIT) AND BLM ASSISTANCE AGREEMENT IS ESTABLISHED TO 1) PROVIDE A MEANS OF JOINT COOPERATION BETWEEN BLM AND THE CIT IN ORDER TO IMPROVE WATERSHED HEALTH WITHIN AREAS OF INTEREST TO THE CIT AND BLM AND 2) PROVIDE FOR THE TRANSFER OF FUNDS AND OR MATERIALS FROM BLM TO THE CIT FOR PROJECT DESIGN, CONTRACT ADMINISTRATION, AND PROJECT IMPLEMENTATION ACTIVITIES.

16a. NAME AND TITLE OF SIGNER (Type or print)  EDWARD METCALF , TRIBAL CHAIR & RICHARD TECUBE, GENERAL MANAGER	17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)  SHERRY A. MARSHALL
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16b. RECIPIENT <input checked="" type="checkbox"/> <i>Richard Tecube</i> <input checked="" type="checkbox"/> <i>Edward J Metcalf</i> (Authorized Signature)	16c. DATE SIGNED <i>4/28/03</i>	17b. UNITED STATES OF AMERICA <i>Sherry A. Marshall</i> BY <i>Sherry A. Marshall</i> (Signature of Assistance Officer)	17c. DATE SIGNED <i>5/1/03</i>
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**ASSISTANCE AGREEMENT**  
**Between**  
**The Coquille Indian Tribe**  
**And**  
**The Bureau of Land Management, Coos Bay District**  
**HAA031K00**  
**May 1, 2003**

The Coquille Indian Tribe is a federally recognized Indian tribe pursuant to the Coquille Indian Restoration Act of June 28, 1989, dedicated to: 1) Preservation of Coquille Indian Culture and Tribal Identity, 2) Promotion of social and economic welfare of Coquille Indians, 3) A high level of stewardship in managing Tribal lands and, 4) Enhancement of our common resources.

The Bureau of Land Management is a land management agency within the Department of Interior committed to the wise use of resources, ecosystem management, and improvement in watershed health.

- I. Purpose: This Assistance Agreement is entered into by the Bureau of Land Management (hereinafter referred to as BLM) and the Coquille Indian Tribe (hereinafter referred to as CIT), for the following purposes:
- A. To provide a framework to coordinate stream, riparian, and upland restoration projects and management practices within areas of interest to the CIT and BLM, that will improve watershed health.
  - B. To coordinate comprehensive planning, assessment and programs for the strategic management of areas of interest to the CIT and BLM.
  - C. To restore native species habitat and thereby native fish and wildlife species populations in areas of interest to the CIT and BLM.
  - D. To provide joint opportunities for community-based education on the values and functions of areas of interest to the CIT and BLM.
  - E. To share resources, between BLM and the CIT, including equipment, office space, and personnel expertise, where mutual benefit to public land management and overall watershed health would be realized.
  - F. To provide a mutually beneficial process for BLM and the CIT to jointly identify, communicate and coordinate actions of common concern relating to the management of public lands and resources, and Tribal lands held in Trust by the United States.
  - G. To meet legal, social, and economic expectations of local communities by coordinated watershed restoration, and become an example for possible partnership arrangements for other watershed stakeholders.

II. Objective. The Objectives of this Assistance Agreement are to:

- A. Provide a means of joint cooperation between the BLM and the CIT in order to improve watershed health within the areas of interest to the CIT and BLM.
- B. Provide for the transfer of funds and/or materials from BLM to the CIT for project design, contract administration, and project implementation activities associated with restoration of the areas of interest to the CIT and BLM.

III. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s).

- A. ***Wyden Amendment - Watershed Restoration and Enhancement*** provides a framework by which OR/WA BLM may enter into contracts or agreements to permit funding work on non-BLM land. The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124), as amended (Public Law 105-277, Section 136), states:

“appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, tribal, State, and local government, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land...”

BLM policy in regards to the Wyden Amendment states: To protect the Government’s interest when the BLM and private parties are entering into a contract or agreement, e.g. for construction of improvements or protection from liability, create an enforceable “land use agreement” which defines the obligations and remedies of the parties.

- i. The agency is bound by minimum implementing requirements including:
  - 1. BLM has funds available to enter into such agreements and the expenditure of those funds must be in the public interest.
  - 2. The project must have direct benefit to biotic resources on public land administered by BLM in the watershed, and must be more critical to the health of those biotic resources than the effect that work on public land would have on those resources.
- B. ***Secure Rural Schools and Community Self Determination Act of 2000***, Public Law 106-393 (16 U.S.C. 500) authorizes the BLM and FS to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds; 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality, and 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands. *Title II* of the Act addresses Special Projects on Federal Lands, Cooperative Agreements and Contracts. *Agreements* may be entered into with Federal Agencies, State and local governments, private and nonprofit entities, and landowners for the protection, restoration and enhancement of fish and wildlife habitat and other resource objectives consistent with the purposes of this title on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

- i. The agency is bound by minimum implementing requirements including:

1. The BLM - Coos Bay District Resource Advisory Committee (RAC) recommends and the Designated Federal Official approves the use of Title II funds to enter into such agreements and the expenditure of those funds must be in the public interest.
2. The project must have direct benefit to biotic resources on public land administered by BLM in the watershed.

C. **National Fire Plan (NFP)** - In August 2000, the Secretaries of Agriculture and the Interior were directed to develop a response to severe wildland fires, reduce fire impacts on rural communities, and ensure effective firefighting capacity in the future. The result was the National Fire Plan, which Congress has supported through appropriations language in the FY 2001 Interior and Related Agencies Appropriations Acts (P.L. 106-291). The direction requires "close collaboration among citizens and governments at all levels," which, by extension, includes a geographically diverse group of people, representing all levels of government, tribal interest, conservation and commodity groups, and community-based restoration groups. The National Fire Plan is a long-term investment and commitment to protect communities, natural resources, and public and firefighter safety based on the cooperation and communication among federal agencies, states, local governments, tribes and interested public.

The hazardous fuel treatment program portion of the National Fire Plan has expanded significantly, with a greater focus on treatments intended to protect communities in the wildland urban interface. A primary focus point of the National Fire Plans hazardous fuel reduction program is to promote community assistance through the increased use of private sector services.

#### IV. Benefits.

Benefits to the Public: This agreement will support a means for providing an effective cooperative working relationship between the BLM and the CIT, and combine technical expertise, funding and services toward the goal of restoring aquatic and upslope habitats to benefit native fish and wildlife species and water quality. These types of cooperative relationships help to more effectively address water quality and native species concerns and provides incentives for mutual involvement to resolve those concerns.

Benefits to the CIT: Increased funding, working relationship and functional partnership in the accomplishment of watershed restoration work.

#### V. Definitions.

- A. Agreement: This cooperative agreement.
- B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, and closing out the agreement.
- C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.
- D. The Bureau of Land Management (BLM). May also be referred to as Bureau.
- E. The Code of Federal Regulations (CFR).

- F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.
- G. Recipient: The Coquille Indian Tribe (CIT) may also be referred to as recipient.
- H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.
- I. The Office of Management and Budget (OMB).
- J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the CIT representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.
- K. Project Manager: The recipient's Project Manager.
- L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipients organization and commit the recipient to compliance with the terms and conditions of this agreement.
- M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services or work to be accomplished.
- N. Assistance Ordering Officer (AOO): The BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

VI. Project Coordination / Management Plan:

C. Responsibilities, Coordination, Environmental Planning, Project Implementation, and Monitoring.

i. BLM agrees to:

1. Make available resource professionals for technical assistance, when personnel with requested skills are available and approved by BLM. BLM will inform the CIT if requested assistance cannot be provided within the needed time period.
2. Make recommendations, when requested, in a technical advisory capacity, on project design, and funding and implementation priority, on Tribal lands. Make decisions on project design, and funding and implementation priority on federal lands.
3. Provide liaison with various government bodies, groups, and individuals, when conducting watershed analysis on federal lands or when involved in watershed assessments.
4. Provide reimbursement to the CIT.

ii. The CIT agrees to:

1. Inform BLM of upcoming meetings and technical assistance requests in advance, and keep BLM informed of anticipated needs and scheduling.
2. Explore other means for project planning, design, implementation, and monitoring work to fulfill watershed restoration purposes including services of CIT employees, volunteers, private consultants and partnerships.

3. Meet deadlines set by the BLM for submitting project proposals or other documentation necessary for BLM to commit Federal funds for restoration activities.

#### D. Equipment and Facilities

i. BLM agrees to:

1. On an as needed basis, provide equipment for program work including water quality equipment, survey equipment, fisheries equipment, and other general supplies on a “check-out” basis, in accordance with property management regulations.
2. Make office space and use of BLM computers available when requested by the CIT, on an as available basis, and approved by the BLM.
3. Allow use of conference rooms or other facilities, as scheduling allows, for joint CIT and BLM meetings.
4. Supply the CIT with BLM Coos Bay District maps, when requested, for coordinated projects.

ii. The CIT agrees:

1. Loaned equipment or space may be recalled or rescinded at any time when needed by the government, in such cases as a planned or emergency BLM activity.
2. Before requesting BLM equipment and supplies, reasonable attempts to procure or loan equipment and supplies from other sources including donations and “in-kind” will have been exhausted for a particular project.
3. Damaged, lost, or stolen equipment will be repaired or replaced.
4. Normal maintenance of equipment is the responsibility of the CIT.
5. Request for office space and computer use for special projects will be requested through the BLM District Restoration Coordinator.

#### E. Data Sharing

iii. BLM agrees to:

1. Forward single printed copies of non-proprietary watershed information when requested by the CIT including completed watershed analysis iterations and appendix files, data files, maps, surveys, and inventories and other pertinent reports.
2. Maintain recent completed electronic watershed analysis iterations on the District web site.
3. Transfer single duplicate electronic copies of surveys and inventories such as ODFW fisheries surveys, BLM temperature monitoring, stream flow, and other non-proprietary information when specifically requested.
4. Retain one set of aerial photographs, available for the CIT and public check-out on a first-come, first-served basis.
5. Maintain phone numbers and e-mail addresses for Field Office Managers and Resource Professionals.

iv. The CIT agrees:

1. Requests for information are necessary for watershed improvement or restoration project planning, implementation, monitoring, or watershed action plan revision.

2. To forward CIT survey information to BLM when specifically requested for a coordinated project. Such information may include information pertaining to water quality, aquatic habitat, roads and culverts, flow and wildlife surveys.
3. To set up and maintain telephone numbers and e-mail addresses as soon as practicable.

F. Cooperative Opportunities:

i. Partnerships

1. BLM and the CIT may form partnerships with various individuals, groups, and agencies for the purpose of meeting watershed restoration objectives.
2. Partnership projects that include any government funding must comply with federal, state, and local laws, regulations, policies, and permit requirements. Examples include the Endangered Species Act (ESA), The National Environmental Policy Act (NEPA), Oregon Department of Environmental Quality Water Quality Standards, and Division of State Lands Fill and Removal Law.
3. Jointly provide liaison with various government bodies, groups, and individuals, where the CIT and BLM have shared interests, and the project benefits BLM land and water resources and the CIT.
4. Coordinate joint actions with County Commissioners, Cities, and other interested parties.

VII. Terms of Agreement

- b. This agreement shall be effective for a period of 5 years on the date of the last signature evidenced below, unless terminated prior to that date.

VIII. Financial Support

- A. This cooperative agreement shall be funded by the issuance of Task Orders (TO's) based on the availability of funding under the authorities cited. The CIT hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
  - i. TO's will specify the Not To Exceed (NTE) amounts. The BLM shall not be obligated to pay for nor shall the CIT be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.
  - ii. TO's will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the Assistance Officer to be effective.
  - iii. A Task Order will contain:
    1. The specifications or statement of work that will be performed under that specific TO.
    2. A list of any deliverable items that are required.
    3. Any necessary drawings and/or location map. Maps will have Township, Range, and section, and a North arrow.
    4. The delivery schedule or completion time, which has been negotiated, based on the level of difficulty, site location, weather, etc.
    5. A NTE amount for the task.

6. Any other detail or information necessary.

B. In the event funds are obligated but not expended in one Fiscal Year, those funds can be carried forward and expended in a subsequent fiscal year.

C. Payments: Electronic Funds Transfer Payments

- i. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).
- ii. Afterward, but no later than 14 days before an invoice or Agreement-financing request is submitted, the CIT shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management  
National Business Center, BC-630  
Denver Federal Center, Bldg. 50  
Denver, CO 80225-0047

- iii. If a designation has been submitted to the BLM under a previous agreement, it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.
- iv. Payments will be based on reviewed and approved invoices and made in arrears.
- v. The Coquille Indian Tribe shall be entitled to reimbursement or advance payment at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.
- vi. If advance payments are made the Coquille Indian Tribe must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.
- vii. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement

IX. Procurement Procedures

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

- i. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

- ii. Make information on forthcoming opportunities available and arrange timeframes for purchases and contracts to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises.
- iii. Consider contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority owned firms, and women's businesses.
- iv. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- v. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

X. Property Management and Disposition

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43CFR, Subpart C, Section 12.71 through 12.74.

XI. Deliverables and Reports

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the fiscal year. The performance report must be prepared in accordance with 43CFR, Subpart C, Section 12.80 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

XII. Key Officials

A. Assistance Officer (AO)

Martina See, OR952  
 Bureau of Land Management  
 333 SW First Ave  
 Portland, OR 97204  
 503-808-6227

B. Assistance Representative

Glenn R. Harkleroad, BLM – Coos Bay District  
 Bureau of Land Management  
 1300 Airport Lane  
 North Bend, OR 97459  
 541-751-4361

C. Responsible Officials for the Coquille Indian Tribe  
Edward Metcalf, Tribal Chair  
and  
Richard Tecube, General Manager  
Coquille Indian Tribe  
P.O. Box 783  
North Bend, OR 97459  
1-541-756-0904

XIII. Special Terms and Conditions.

A. 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) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a CIT official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

XII. General Provisions.

A. 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.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-87, Cost Principles for State and Local Governments is incorporated by reference.

D. 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.

E. 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.

F. 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.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. 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.

I. 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.

J. 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.

K. 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.