Form 1511-2
(February 1989)

United States Department of the Interior
Bureau of Land Management

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.

One (1)

2. EFFECTIVE DATE

July 29, 2003

4. ISSUED BY

USDI - Bureau of Land Management
Branch of Procurement Management (952)
PO Box 2965
Portland, OR 97208-2965

5. ADMINISTERED BY (*If other than Item 4*)

6. NAME AND ADDRESS OF RECIPIENT (*No. street, county, state and ZIP*)

Klamath Bird Observatory
John Alexander
PO Box 758,
Ashland, OR 97520

(/)

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.

HAA032005

8B. DATED

June 30, 2003

9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

☐ The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications ☐ is extended, ☐ is not extended.

Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods: a) By completing Items 6 and 13, and returning - copies of the amendment; b) By acknowledging receipt of this amendment on each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION (*attach additional pages if needed*)

MONITORING AVIAN POPULATIONS OF NEOTROPICAL MIGRATORY LANDBIRDS, KLAMATH FALLS RESOURCE AREA, LAKEVIEW DISTRICT, OREGON is modified as follows:

Replace section VII. Payments of the subject agreement with the revised section VII.

VII. Payments.

A. Electronic Funds Transfer Payments

1. 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).
2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient 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
   PO Box 25047
   Denver, CO 80225-0047

3. 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.

B. The Klamath Bird Observatory 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 F, Section 12.922 and 12.952.

C. If advance payments are made the Klamath Bird Observatory must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

D. 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.

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (*If required*)

12. IMPORTANT: Recipient ■ is not, ☐ is required to sign the document and return copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (*Type or print*)		14A. NAME AND TITLE OF ASSISTANCE OFFICER (*Type or print*)	
13B. RECIPIENT/APPLICANT (*Authorized Signature*)	13C. DATE SIGNED	14B. UNITED STATES OF AMERICA (*Signature of Assistance Officer*)	14C. DATE SIGNED 7/30/03

Form 1511-1
(February 1980) United States Department of the Interior
Bureau of Land Management

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the attached terms, conditions and documents attached herein.

1. AGREEMENT NO.
HAA032005

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)
☐ GRANT
X COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER
Yuri Yoshida
Bureau of Land Management, OR952
Post Office Box 2965
Portland, Oregon 97208
503-808-6229

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT
John Alexander, Executive Director
Klamath Bird Observatory
PO Box 758
Ashland, OR 97520

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE
Heather Bernier
Bureau of Land Management, Medford District
3040 Biddle Road
Medford, Oregon 97504
541-618-2498

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER
Same as Block 5.

8. PROGRAM STATUTORY AUTHORITY P.L. 105-277 & FLPMA

9. STARTING DATE Same as Block 17c

10. EFFECTIVE DATE Same as Block 17c

11. COMPLETION DATE 5 years from date shown in Block 17c.

12. TYPE OF RECIPIENT (Check one)
☐ STATE
☐ LOCAL GOVERNMENT
☐ INDIAN TRIBAL GOVERNMENT
☐ EDUCATIONAL INSTITUTION
☐ INDIVIDUAL
☐ FOR-PROFIT ORGANIZATION
X NON-PROFIT ORGANIZATION
☐ OTHER (SPECIFY)

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	$5,000.00	$26,000.00
Previous obligation	$	$
Total obligation	$5,000.00	$26,000.00
Share Ratio	16 %	84 %

14. ACCOUNTING AND APPROPRIATION DATA OR117-1110-MR-25-5Z = $26,000 and as designated by task order

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES Landbird Monitoring - The project is to continue the operation of the constant effort mist netting station located on the Rogue River outside of Grants Pass, Oregon and at the confluence of Snow Creek and Cow Creek, outside of Glendale, Oregon. This project represents the fourth year of data collection for the Glendale site and the ninth year for the Grants Pass site. The primary objective of this project is to monitor bird population demographics during breeding and migration seasons at these two stations. Partners in Flight Monitoring Working Group has identified this as a national priority. This project is also part of the Klamath Demographic Monitoring Network, a cooperative effort involving many individuals, organizations, and agencies doing bird monitoring and inventory in the Klamath/Siskiyou Bioregion

16a. NAME AND TITLE OF SIGNER (Type or print)
John Alexander, Executive Director

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)
Yuri Yoshida

16b. RECIPIENT
(Authorized Signature)

16c. DATE SIGNED 6/30/03

17b. UNITED STATES OF AMERICA
BY
(Signature of Assistance Officer)

17c. DATE SIGNED 6/30/03

AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS AND OTHER NON-PROFIT ORGANIZATIONS

11/21/2000 Version

The following forms are completed by the applicant before the Statement of Programmatic Involvement and Instrument Selection Determination are completed. The SF forms and applicable OMB Circulars may be found on the Internet at the following site: *http://www.whitehouse.gov/OMB/grants/index.html*

- **SF-424, Application for Federal Assistance**
- **SF-424A, Budget Information - Nonconstruction Programs**
- **SF-424B, Assurances - Nonconstruction Programs**
- **DI-2010, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (This form is located at the end of this model)**

A. Information will need to be filled in that is specific to each agreement. Some of the sections, such as Section I, II, and III, are obvious and the others are marked with a *. The following procedures will help you find all the spaces that require a fill-in:

1. Start with your cursor at the beginning of the model agreement and hit the F2 (Find and Replace) key. At the bottom of the screen you will see the Find and Replace text box appear.

2. In the Find box type in the * (all the spaces to be filled are marked with *).

3. With your mouse click on Find Next and your cursor will automatically move to the first *. You will need to backspace (to erase the *) and type in the information for your agreement.

4. With the mouse click on Find Next to move to the next * and the next * will appear.

5. Keep doing this until you reach the end of the document.

B. Edit the Agreement Number in the Header. Once you have filled in the new number, you will need to exit out of the Header by clicking on File, Close. The first page number in "Page ___ of ___" in the Header will start with Page 2. The second page number is created by a code on the last page of the document (Target (Pages)). Do not delete this code. This page number does not automatically change as pages are added. You must generate the document (Control F9) in order for it to change. If you do not generate the document before you print, WordPerfect will ask you if you would like to "generate" before you print, just answer "Yes".

C. "Comments" have been added throughout this document with helpful information to assist you in completing the agreement easier and faster. The comments are within an oval in the left margin and show up in full text only when you use the mouse and click on the oval. Click on the oval on the left of this paragraph now.

D. As you go through the document delete the paragraphs not needed. Select one of the paragraphs if similar paragraphs are allowed.

If you have any questions, comments, or suggested changes please contact your State Procurement Analyst or Marc Gress at (406) 896-2916.

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM), and the Klamath Bird Observatory (KBO), for the purpose of providing a process to continue long term monitoring of bird population demographics during the breeding and migration seasons.

B. Objective. The primary objective of this project is to monitor bird population demographics during the breeding and migration seasons. This project is part of the Klamath Demographic Monitoring Network, a cooperative effort involving many individuals, organizations, and agencies conducting bird monitoring and inventory in the Klamath/Siskiyou Bioregion. Cooperators contribute to national efforts including the MAPS program, which is supported by the USFWS as an important tool for monitoring the demographic parameters of landbirds, and the Working Group's National Migration Monitoring Network.

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

1. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).

2. Wyden Amendment, as amended (Public Law 105-277, Section 136)

D. Benefits. The activities to be undertaken through this agreement are in furtherance of the BLM and the Klamath Bird Observatory mission by the providing the following benefits:

1. This partnership allows bird data to be collected on BLM administrated lands in the Klamath region. The Institute for Bird Populations utilizes this data to analyze annual and long term population trends including adult survivorship, productivity and recruitment.

2. This data is used to produce the MAPS annual report which can be used to identify population changes of target species, aid in identifying conservation and management actions and evaluating the effectiveness of conservation and management actions implemented.

3. Intensive dispersal/migration banding is part of an international effort to monitor neotropical migrant birds during migration. Data from this effort is used to accomplish the following: identify habitat conservation priorities, determine long term population trends as compared to MAPS and BBS data, and contribute to a regional migration monitoring network.

4. Provides a North American Banding Council certified trainer to train Southern Oregon University graduate students as qualified primary banders for future years.

II. 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, terminating the agreement or any TO thereto 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. The Klamath Bird Observatory (KBO). 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 KBO 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. John Alexander

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.

III. Project Management Plan.

A. The Klamath Bird Observatory agrees to:

1. Schedule MAPS and fall banding dates, contact and prepare letters to notify volunteers of the 2002 banding dates, schedule volunteers, give presentations of the project to other challenge cost share cooperators and recruit new volunteers.

2. The project coordinator, a North American Banding Council certified trainer will work with the Assistant Biologist to train him/her to assure Southern Oregon University can provide Graduate Students as qualified primary banders for future years of this long term monitoring project.

3. The 1997 MAPS manual as provided by the Institute of Bird Populations and the Handbook of Field Methods for Monitoring Landbirds provided by the Redwood Sciences Lab will be the protocol used. The first 10 day banding period will begin May 21st with the last ten day banding period ending August 28th.

4. The project coordinator will be responsible for organizing all volunteers who will be working at the banding station on the established banding day. Will ensure that all equipment is in working order and that a qualified primary bander is present in the field on the banding day. Will have pre-established meeting times (based on official sunrise) for car pooling volunteers to the banding site with sufficient time to meet protocol times for that banding day.

5. Submission of data for the MAPS season to the Institute of Bird Populations will be December 12th, 2003. Data will be completed, entered into the appropriate database (provided by the Redwood Sciences Lab) available to the BLM, proofed and ready to submit to the Institute at that time.

6. Fall migration banding begins either August 15 or August 28, depending upon the site and previous year's results, with a banding day required in each three day period (a total of 17 banding days per station). Fall banding will be completed in October. The exact completion date will depend upon the date that fall banding was initiated. Data, timing of banding and coordination will be the same as that required by the MAPS manual. Data for these banding days will be entered so that the data is ready to submit to the Redwood Sciences Lab by January 30th, 2004.

7. Bird bands will be provided by the Redwood Sciences Laboratory. A detailed report will be prepared to be submitted to the Medford District BLM by December 31, 2003.

B. The BLM agrees to:

1. Provide technical assistance.

2. Provide payments to the Klamath Bird Observatory in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect for five years following the award date, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Task Orders (TO).

A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.

B. Contents. A TO will contain:

1. The specifications or statement of work which specifies what will be performed under this TO.

2. A list of any deliverable items that are required.

3. Any necessary drawings and/or location maps.

4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.

5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.

6. Any other detail or information necessary.

VI. Financial Support.

A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The Klamath Bird Observatory hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. $26,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay for nor shall the Klamath Bird Observatory be obligated to perform any effort that will require the expenditure of Federal funds

above the NTE amount.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

VII. Payments.

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

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds should be made in fund line item order, beginning with 001.

B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. *Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.*

C. Drawdowns for advance payments will be made only in amounts necessary to meet

current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. *If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.*

This recipient is subject ___ Is not subject XX to Agency Review for payment requests.

VIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937.

IX. Deliverables and Reports.

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 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.

X. Key Officials.

A. Assistance Officer (AO)

Yuri Yoshida
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number (503) 808-6229

B. Assistance Representative (AR)

Heather Bernier
Bureau of Land Management- Medford District Office
3040 Biddle Road
Medford, OR 97504
Telephone Number (541) 618-2498

C. Project Inspector (PI)

Bonnie Brown & Micheal Bornstein
Bureau of Land Management- Medford District Office
3040 Biddle Road

Medford, OR 97504
Telephone Number (541) 618-2435 & 471-6968

D. Responsible Official

John Alexander
Klamath Bird Observatory
PO Box 758
Ashland, OR 97520
Telephone Number (541) 201-0866

E. Project Manager
John Alexander
Klamath Bird Observatory
PO Box 758
Ashland, OR 97520
Telephone Number (541) 201-0866

XI. 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 BLM and KBO 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.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such

fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

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

2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

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

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-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 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.

E. 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.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate II (Grantees Who are 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. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

> The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

L. 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.