

Grant and Cooperative Agreement				CHOOSE ONE: <input type="checkbox"/> COOPERATIVE AGREEMENT <input checked="" type="checkbox"/> GRANT
CHOOSE ONE: <input type="checkbox"/> EDUCATION <input type="checkbox"/> FACILITIES <input type="checkbox"/> RESEARCH <input type="checkbox"/> SDCR <input type="checkbox"/> TRAINING				
1. GRANT/COOPERATIVE AGREEMENT NUMBER S14AF20015	2. SUPPLEMENT NUMBER 0002	3. EFFECTIVE DATE 03/01/2014	4. COMPLETION DATE 02/28/2017	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) PUBLIC SERVICE COMMISSION, NORTH DA KOTA Attn: ATTN GOVERNMENT POC 600 E BOULEVARD AVE FLR12 DEPT 408 BISMARCK ND 58505-0660		6. ISSUED BY OSM, FA WESTERN REGION DENVER, CO Mailing Address: 1951 Constitution Ave, NW WASHINGTON DC 20240-0001		
7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Jim Deutsch 701-328-2251			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.	10. RESEARCH, PROJECT OR PROGRAM TITLE FY2014 ND AML			
11. PURPOSE 15.252 Abandoned Mine Land Reclamation Amendment #2 is to De-ob \$120K from SS01				
12. PERIOD OF PERFORMANCE (Approximately) 03/01/2014 through 02/28/2017				
13A.	AWARD HISTORY	13B.	FUNDING HISTORY	
PREVIOUS	\$3,382,106.31	PREVIOUS	\$3,382,106.31	
THIS ACTION	(\$120,243.32)	THIS ACTION	(\$120,243.32)	
CASH SHARE	\$0.00	TOTAL	\$3,261,862.99	
NON-CASH SHARE	\$0.00			
RECIPIENT SHARE	\$0.00			
TOTAL	\$3,261,862.99			
14. ACCOUNTING AND APPROPRIATION DATA 01				
PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS	
15. POINTS OF CONTACT				
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jim Deutsch		701-328-2251	jdeutsch@nd.gov
NEGOTIATOR				
ADMINISTRATOR	Steven Trujillo		303-844-1400	strujillo@osmre.gov
PAYMENTS				
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: The Surface Mining and Reclamation Act of 1977 (P.L. 95-87) as amended				
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT			18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS	
UNITED STATES OF AMERICA			COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Dawn Benavides	DATE	AUTHORIZED REPRESENTATIVE	DATE	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>CFDA Number: 15.252 DUNS Number: 802744946+0000 The following are incorporated into this agreement by reference:</p> <ol style="list-style-type: none"> 1. Your complete application for this assistance agreement, including amendments to the application 2. The Surface Mining Control and Reclamation Act of 1977 (P.L. 95-87) as amended 3. OSM grant regulations (Code of Federal Regulations: 30 CFR Chapter VII, Parts 725, 735, 795, 870-887) 4. Your approved regulatory and/or reclamation program as listed in 30 CFR Chapter VII, Subchapter T. 5. OSM's Federal Assistance Manual, directive GMT-10 6. The standard Department of Interior Financial Assistance terms and conditions for this award are incorporated herein by reference with the same force and effect as if in full text. The full text can be found at: http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm or can be obtained by contacting the Financial Assistance Administrator. 7. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sep 2013) <p>(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S. C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).</p> <p>(b) The Award Recipient shall inform its employees in writing, in the predominant language</p> <p>Continued ...</p>				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.</p> <p>(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).</p> <p>8. In accordance with Chapter 3-120 of the Federal Assistance Manual, you must obtain our approval before you provide financial assistance to a third party by subgrant or other means. Once we have given our approval, you must update the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS), accordingly.</p> <p>9. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the grants officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationship, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or making a decision affecting the award that a reasonable person with knowledge of the relevant facts would question the Recipient</p> <p>Continued ...</p>				

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ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>and/or Recipient's employees and Subrecipients; impartiality in the matter.</p> <p>The grants officer and the servicing ethics counselor will determine if a conflict of interest exists. If a conflict of interest exists, the grants officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the grants officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.</p> <p>This agreement takes effect at the time of approval by the Director of OSM or his authorized delegate. The recipient accepts the agreement including the terms and conditions by starting work or making its first request for Federal funds approved under this agreement.</p> <p>You must keep these records for three years starting on the day you send us your final expenditure report to close the assistance agreement</p> <p>Section A: Clause, 1, is incorporated as follows: 1 Standard DOI FA Terms and Conditions 1 Standard DOI FA Terms and Conditions.</p> <p>Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by</p> <p>Continued ...</p>				

Delivery Location Code: 0003820475

OSM, Headquarters

1951 Constitution Ave, NW

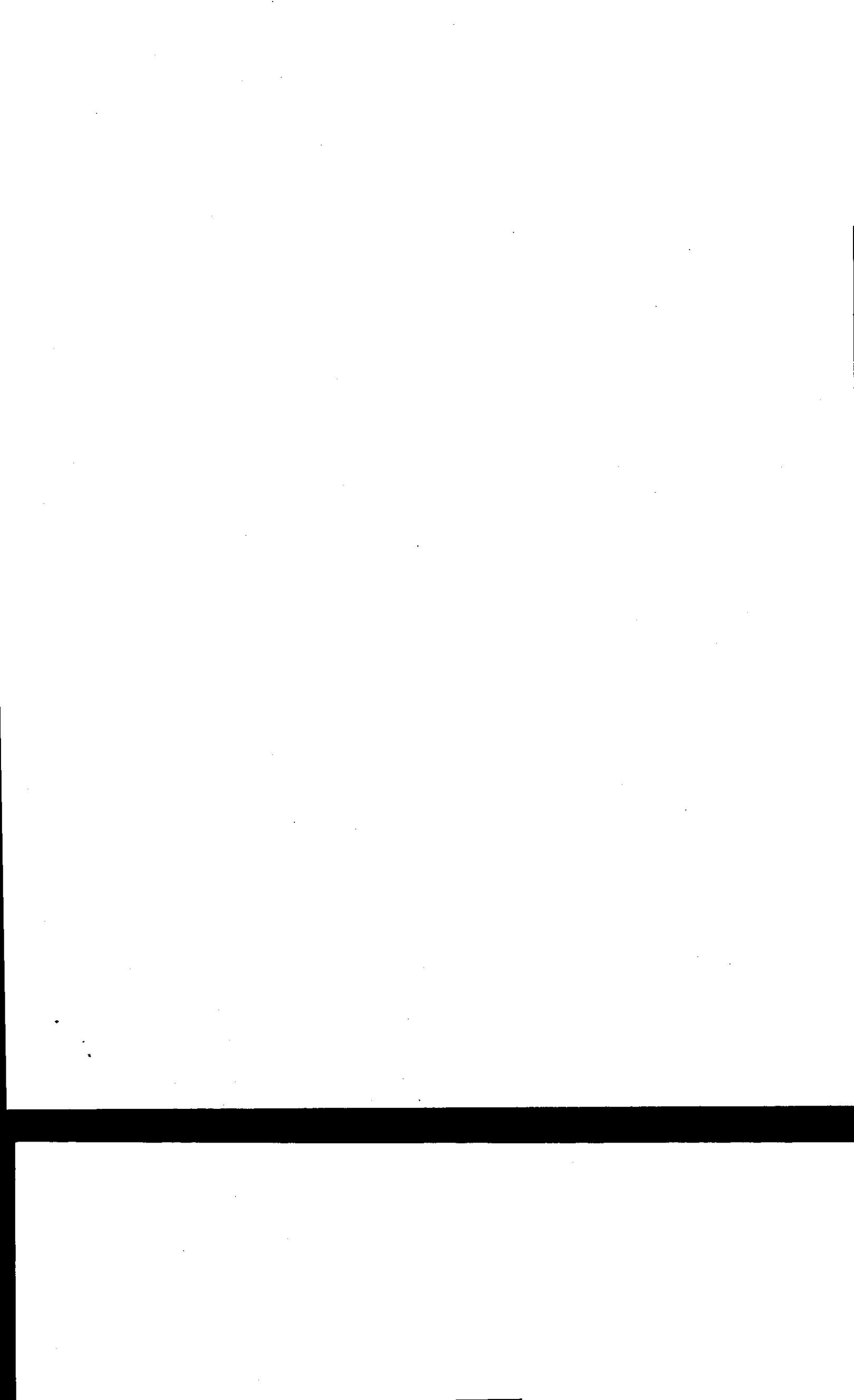
Washington DC 20240 US

Account Assignment: K G/L Account: 6100.411G0

Continued ...

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ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>Business Area: S000 Commitment Item: 411G00 Cost Center: SS063300ND Functional Area: S2R2M0000.2M2100 Fund: 14XS501524 Fund Center: SS063300ND Project/WBS: SG.210.SS.01 PR Acct Assign Line: 01 Period of Performance: 03/01/2014 to 02/28/2017</p> <p>Change Item 00010 to read as follows (amount shown is the obligated amount):</p> <p>FA ND FY2014 AML</p> <p>SS01 Mandatory Non Emerg Admi IT Approval Num: N</p> <p>This amendment is to correct ending date. Ending date should be 2/28/2017 per SF424.</p>				-120,243.32



Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
- GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER S14AF20015		2. SUPPLEMENT NUMBER 0003		3. EFFECTIVE DATE 03/01/2014		4. COMPLETION DATE 02/28/2017			
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8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.									
10. RESEARCH, PROJECT OR PROGRAM TITLE FY2014 ND AML									
11. PURPOSE 15.252 Abandoned Mine Land Reclamation Amendment #2 is to re-ob \$120K from SS03									
12. PERIOD OF PERFORMANCE (Approximately) 03/01/2014 through 02/28/2017									
13A.		AWARD HISTORY			13B.		FUNDING HISTORY		
PREVIOUS		\$3,261,862.99			PREVIOUS		\$3,261,862.99		
THIS ACTION		\$120,243.32			THIS ACTION		\$120,243.32		
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NON-CASH SHARE		\$0.00							
RECIPIENT SHARE		\$0.00							
TOTAL		\$3,382,106.31							
14. ACCOUNTING AND APPROPRIATION DATA 01									
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS			
0020075468									
15. POINTS OF CONTACT									
	NAME		MAIL STOP	TELEPHONE		E-MAIL ADDRESS			
TECHNICAL OFFICER	Jim Deutsch			701-328-2251		jdeutsch@end.gov			
NEGOTIATOR									
ADMINISTRATOR	Steven Trujillo			303-844-1400		strujillo@osmre.gov			
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UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT					
CONTRACTING/GRANT OFFICER Dawn Benavides		DATE 03/01/2014		AUTHORIZED REPRESENTATIVE		DATE			

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	<p>of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.</p> <p>(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).</p> <p>8. In accordance with Chapter 3-120 of the Federal Assistance Manual, you must obtain our approval before you provide financial assistance to a third party by subgrant or other means. Once we have given our approval, you must update the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS), accordingly.</p> <p>9. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the grants officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationship, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or making a decision affecting the award that a reasonable person with knowledge of the relevant facts would question the Recipient</p> <p>Continued ...</p>				

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Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00050	Add Item 00050 as follows: SS03 Mandatory Nonwater Proj Obligated Amount: \$120,243.32				120,243.32