

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.

~~XXXXXXXXXX~~ M002

2. EFFECTIVE DATE 3/22/02

3. REQUISITION NO.

4. ISSUED BY
USDI, Bureau of Land Management
Oregon State Office (OR952)
Post Office Box 2965
Portland, Oregon 97208

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

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

Yaquina Lights, Inc.
Post Office Box 410
Newport, Oregon 97365

()

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

X

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.
1422H952-A97-3002

8B. DATED 12/9/96

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)

YAQUINA HEAD OUTSTANDING NATURAL AREA, SALEM DISTRICT, OREGON is modified as follows:

This Modification extends the performance period of the agreement for a period of five (5) additional calendar years from September 30, 2001 through September 30, 2006.

The agreement is modified to incorporate a revised work statement and General Provisions updated to reflect current policy and regulation.

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 this document and return ___ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)

JANE MAINES, EXECUTIVE DIR.

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)

STEVEN D. SHAPIRO (OR005)

13B. RECIPIENT/APPLICANT

13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED

(Authorized Signature)

5-29-02

BY

(Signature of Assistance Officer)

6/3/02

ASSISTANCE AGREEMENT
between
Yaquina Lights, Inc.
and
The Bureau of Land Management
1422H952-A97-3002 - Modification No. 2

I. **STATEMENT OF JOINT OBJECTIVE**

A. Purpose:

1. This Assistance Agreement (AA) is made and entered into by the United States Department of the Interior (USDI), Bureau of Land Management (BLM), Oregon State, Salem District Office, Yaquina Head Outstanding Natural Area (YHONA) and Yaquina Lights, Inc., a non-profit corporation, for the purpose of enhancing the quality of the educational and interpretive programs for the public benefit at YHONA.
2. It is also to provide goods, services and contributions to YHONA beyond that provided by the BLM; to present to the public information on the facilities' goals, accomplishments and needs.

B. Objective:

The objective is to: 1) provide a means of joint cooperation between the BLM and Yaquina Lights, Inc., in order to better preserve and interpret the historic lighthouse and surrounding natural area located in Newport, Oregon; 2) provide a means for accepting donations to the site; and 3) provide for the sale of interpretive and educational material to enhance the appreciation of our nation's public lands resource and thereby encourage use of recreational opportunities on the public lands.

C. Authority:

1. Federal Land Policy and Management Act of 1976 (P.L. 94-579)
2. National & Community Service Act of 1990 as amended in 1993 (P.L. 103-82)
3. Omnibus Consolidated Rescissions and Appropriation Act of 1996 (PL 104-134), Recreation Fee Demonstration Program

D. Benefits:

This agreement will support a means of providing an effective cooperative working

relationship between the BLM and Yaquina Lights, Inc., combine volunteer recruitment opportunities and eliminate the need for separate support groups, as well as providing for cooperative sales of interpretive and educational material to enhance the public's understanding of the opportunities available at the site. Funds raised through such interpretive and educational sales will be used to enhance the interpretive and educational programs as well as the programs that support those goals. The BLM recognizes the advantages of using the services provided by cooperating with organizations in the management, development, and protection of the public lands administered by the BLM.

II. DEFINITIONS

- A. Assistance Officer (AO): means the BLM's Salem District's Assistance Officer.
- B. Assistance Representative (AR): means the BLM's Assistance Representative.
- C. Bureau: means the Bureau of Land Management (BLM).
- D. CFR: means Code of federal regulations
- E. Assistance Agreement (AA): means this Assistance Agreement.
- F. Effective Date: means the date of the BLM's AO's signature on this agreement, or any modification thereto.
- G. President: means the President of the Yaquina Lights, Inc..
- H. Public lands: means any land and interest in land owned by the United States within the state of Oregon or any portion of the state of Oregon within a BLM district and administered by the Secretary of Interior through the BLM without regard to how the United States acquired ownership except:
 - 1. Lands located on the Outer Continental Shelf: and
 - 2. Lands held for the benefit of Indians, Aleuts, and Eskimos.

III. PROJECT MANAGEMENT PLAN

- A. Yaquina Lights, Inc., agrees to:
 - 1. Promote the Yaquina Head Lighthouse and Yaquina Head Outstanding Natural Area.

2. Comply with all state and federal laws, including those that apply specifically to non-profit organizations.
3. Follow generally accepted accounting and business management procedures.
4. Conform to state and federal employment laws when hiring staff.
5. Furnish an annual accounting to the AR, acceptable to the BLM, of the activities, expenditures and revenue of Yaquina Lights, Inc.
6. Provide a means of accepting donated funds for YHONA. These funds may come in the form of, direct donations from individuals or businesses, grants, income from coin operated telescopes, and/or rental of equipment etc.
7. Operate an interpretive store inside the YHONA Interpretive Center for the sale of educational and interpretive items and the collection of public donations for the benefit of the site. Sale terms are as follows:
 - a. Yaquina Lights, Inc., may sell only interpretive and educational items such as publications, maps, visual aides, t-shirts with interpretive messages or images, handicrafts, jewelry and other objects directly related to the interpretive and educational themes of YHONA, as well as appropriate visitor convenience items such as photographic film and stamps.
 - b. Yaquina Lights, Inc., shall not sell original artifacts, such as potsherds, native American or battlefield relics, to which the Antiquities Act of June 8, 1906, (16 U.S.C. Sec. 431-433) or 43 CFR, Part 3, would apply if discovered on public lands, notwithstanding whether such objects were in fact discovered on lands owned or controlled by the United States.
 - c. Yaquina Lights, Inc., recognizes that in the event a concession may be granted by the Government, at some future time, Yaquina Lights, Inc. may be required to modify its operation, as directed by the Government so as not to interfere with any legal obligations a concession may provide.
 - d. Yaquina Lights, Inc., shall maintain a high standard of quality in all items produced or sold.
 - e. Yaquina Lights, Inc., shall not sell any item that has not been approved by the AR.
 - f. Yaquina Lights, Inc., shall sell items at fair market value. Pricing will be subject to approval by the AR.

10. Records and Accounting

- a. Yaquina Lights, Inc., shall conduct its fiscal operations in accordance with accepted business practices, utilizing purchase orders, receipts, invoices and inventory records.
- b. Yaquina Lights, Inc., shall submit to the AR, annually within 90 days of the calendar year, a complete financial report, including an activities report specific to the BLM. The report shall be accompanied by a written summary of activities for the year.
- c. Funds collected through sales, donations and/or contributions at YHONA shall be accounted for separately from any other Corporation accounts.
- d. The records of Yaquina Lights, Inc., are subject to review in accordance with 43 CFR Part 12 - Administrative and Audit Requirements and Cost Principles for Assistance Agreements.

11. Personnel

- a. Yaquina Lights, Inc., shall provide such personnel as are necessary to operate the sales facilities as indicated by the level of gross sales and may provide support to the BLM interpretive, administrative and maintenance staffs. Personnel may include, as necessary, a central business office with Executive Director and staff, Interpretive Store Managers, Sales Clerks, interpreters, laborers, office support assistants etc. Otherwise BLM personnel and/or volunteers may offer sales items to the public.
- b. Yaquina Lights, Inc., shall designate a member, or employee who is authorized to act as liaison with the BLM. Unless otherwise stated this person shall be the Executive Director of Yaquina Lights, Inc.
- c. All Yaquina Lights, Inc., employees involved in visitor contact shall be oriented in the BLM's administrative unit's visitor services programs and shall be certified by the AR before assuming such responsibilities.
- d. Yaquina Lights, Inc., personnel are not Government employees and are not authorized to undertake any Government function or activity on behalf of the Bureau beyond routine visitor services and participation in interpretation, Living History or like programs. Yaquina Lights, Inc. employees shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees. No Yaquina Lights, Inc., employee shall wear a Bureau or Governmental uniform. All Yaquina Lights,

Inc., employees shall wear some easily observable and readily identifiable indication of affiliation when working on the Bureau Administrative unit.

12. Activities

- a. Any activities engaged in, on the Bureau's Administrative Unit, by Yaquina Lights, Inc., must meet Bureau standards and be approved by the AR.
- b. Activities conducted, on the Bureau's Administrative Unit, by Yaquina Lights, Inc., will be monitored by the AR.

B. Bureau Responsibilities

The Bureau agrees to allow Yaquina Lights, Inc., to use those facilities within the Bureau Administrative unit as mutually agreed to for the storage and sale of educational and interpretive items, for the benefit of the visiting public.

1. Sales Items

The Bureau shall cooperate with Yaquina Lights, Inc., in the planning and design of merchandise appropriate for sale by Yaquina Lights, Inc., at the facilities provided by the Bureau, to assure its appropriateness.

2. Facilities

- a. The Bureau shall provide Yaquina Lights, Inc., with such storage and sales facilities it deems necessary, appropriate and/or as may be available to the Bureau. Such facilities, if any, are identified in Attachment A, to this agreement. The Bureau reserves the right upon reasonable notice to relocate or withdraw any such facilities in order to meet needs of the Bureau. The Bureau shall have emergency access to all facilities; and which shall also be subject to any Bureau inspection needs.
- b. The Bureau reserves the right to design and construct any new facilities, and shall allow Yaquina Lights, Inc., to review and comment on any plans therefor.
- c. The Bureau shall provide Yaquina Lights, Inc., with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning, (if available in the building), to the extent these utilities are required for the operation of the building for Governmental purposes.

- d. The Bureau will provide necessary telephone, FAX and copy machine services to any of the facilities and provide training to all Yaquina Lights, Inc., employees as to appropriate use of such services.
- e. The Bureau shall provide all general maintenance and repair services for the Government owned or leased buildings.

C. It Is Mutually Agreed That

1. Yaquina Lights, Inc., may offer additional educational, administrative, maintenance, living history programs and interpretive services which support the mission of the Bureau administrative unit. This includes assisting, planning, and conducting the presentation of interpretive and educational programs, involving as needed, but not limited to, employment of personnel, purchasing of supplies, maintaining interpretive elements, and the sale of program products.
2. The logos of the Bureau and Yaquina Lights, Inc., may appear jointly or separately on approved publications produced by either entity. Use of either agency's logo must be approved by the AR and the President of Yaquina Lights, Inc., and be in compliance with applicable BLM regulations or requirements pertaining to printing or the use of the BLM logo.
3. The Bureau and Yaquina Lights, Inc., will meet as often as necessary to identify training and development needs and to review projects and programs identified under this cooperative agreement.
4. Work performed under this agreement shall not displace regular employees, impair contracts for services in existence during the course of this agreement, or compete with free labor in the production of goods and services.
5. All facilities or land resource developments or improvements utilized under this AA shall be and remain the property of the United States.
6. In so far as the United States is legally authorized to do so, it shall hold Yaquina Lights, Inc., harmless from any damage or injury resulting from the work designated. In so doing, the United States does not intend to, nor does it hold said Yaquina Lights, Inc. harmless from any damages or injury arising out of or resulting from any negligent acts or omissions of any employee, nor is this article intended to confer any liability upon the United States Government not presently existing under federal Law. The United States Government is self insured under the Tort Claims Act 28 U.S.C. 2671-2680.
7. Yaquina Lights, Inc., members or employees utilized under this AA are not

Federal employees for the purposes of laws administered by the Office of Personnel Management (OPM) and do not have entitlement to any Federal benefits such as insurance, retirements and leave. The BLM shall have no responsibility for expenses of Corporation members or employees, for which Yaquina Lights, Inc., has full and exclusive responsibility.

8. The continuance of the AA is based upon BLM annual funding and staffing levels, without which all work will be postponed until necessary operating funds are secured.
9. Nothing herein shall be construed as obligating the parties to expend or exchange funds, but this provision does not limit or restrict such actions when agreed to by the parties involved.
10. Yaquina Lights, Inc., Articles of Incorporation and Bylaws shall comply with requirements of the State in which Yaquina Lights, Inc. is incorporated. Non-profit status must be maintained in accordance with Federal and State Laws and Yaquina Lights, Inc., shall make available, for inspection at the request of the Bureau, documents demonstrating non-profit status. The AA will automatically terminate if non-profit status is lost.
11. Bureau employees will be non-voting members of the Board of Directors only and will not represent Yaquina Lights, Inc., in any matter between it and the Bureau.

IV. INSPECTION AND ACCEPTANCE

The BLM shall provide ongoing oversight of the activities of Yaquina Lights, Inc., and promptly notify Yaquina Lights, Inc., of any actions or activities which are not acceptable.

V. TERM OF AGREEMENT

This AA shall become effective on the date of signature by the AO and shall remain in effect for five years, unless terminated in accordance with the provisions of 43 CFR 12.84.

VI. TASK ORDERS

- A. Task Orders may be undertaken as part of this AA. Providing services in an efficient and cost-effective manner is beneficial to both Yaquina Lights, Inc., and the Bureau. In order to meet this goal, Yaquina Lights, Inc., and the Bureau may, annually, develop a Task Order specifying certain functions or services that Yaquina Lights,

Inc., will provide to the Bureau in exchange for funds provided by the Bureau to Yaquina Lights, Inc..

1. The Manager at YHONA will determine the amount of funds potentially available for use by Yaquina Lights, Inc.
 2. Funds may come from appropriated funds, fees, donations or any other legitimate funding source.
 3. The AR and appropriate Yaquina Lights, Inc., representatives will negotiate the terms of the Task Order before sending it to the AO for review.
 4. A Task Order may be modified by agreement of the Bureau and Yaquina Lights, Inc., at anytime during the year in order to meet changing needs.
- B. If any Task Orders are issued or modified they will be issued in writing by the AO and must be signed by the President of Yaquina Lights, Inc., and the AO to be effective.
- C. A Task Order will contain:
1. A Statement of Work that details the goods, services and/or personnel that will be provided under the Task Order.
 2. Any necessary drawings and/or location maps.
 3. The delivery schedule, completion time, type/amount of work to be performed, and start/end dates for personnel which have been negotiated.
 4. A Cost Proposal with a breakdown of itemized costs and not-to-exceed total amount.
 5. Any other detail or information necessary.

VII. FINANCIAL SUPPORT

Each funded Task Order will specify the not-to-exceed amount for which the Bureau will be responsible under the terms of this agreement. The Bureau shall not be obligated to pay for nor shall Yaquina Lights, Inc., be obligated to perform any effort that will require the expenditure of Federal/fee/or donated funds above the not-to-exceed amount.

VIII. PAYMENTS

- A. Yaquina Lights, Inc., shall be entitled to advance payment or reimbursement quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR.
- B. If advance payments are made Yaquina Lights, Inc., shall submit a Federal Cash Transaction Report, SF 272 to the AO 15, working day following the end of each quarter.
- C. Advance funds 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.
- D. The Bureau shall not provide funding or reimbursement to Yaquina Lights, Inc., unless authorized in advance by a written fully executed Task Order.

IX. PROPERTY MANAGEMENT AND DISPOSITION

- A. Property management and disposition shall be governed by the requirements of 43 CFR 12.72 through 12.74.
- B. Use of Government issued property shall be accomplished with completion of Form DI-105 (Receipt for Property) with the signature of the responsible Yaquina Lights, Inc., employee. Title to BLM-owned property/equipment shall remain vested in the BLM.
- C. The United States of America (USDI-BLM) will not be held liable for any property damage or personal injury resulting from the use of the government owned personal property, lent to Yaquina Lights, Inc., under this AA. Yaquina Lights, Inc., assumes responsibility for any and all property damage and personal injury resulting from Yaquina Lights, Inc., use of said personal property, and further agrees to the extent authorized by law to save and hold harmless the United States of America (USDI-BLM) from any and all claims for such property damage and personal injury. Yaquina Lights, Inc., further agrees to reimburse the United States of America by and through USDI-BLM for any property damage to any federally owned personal property, less normal wear and tear which may occur through the use of said personal property under this agreement.

X. DELIVERABLES AND REPORTS

Yaquina Lights, Inc., shall submit an original and one copy of an annual performance report to the AR within 90 days following the end of the Fiscal Year. The performance

report must be prepared in accordance with 43 CFR 12.951.

XI. KEY OFFICIALS

A. Assistance Officer (AO)

Steven D Shapiro, OR952
Bureau of Land Management
1515 S.W. 5th Avenue
Portland, OR 97201
(503) 808-6227

B. Assistance Representative (AR)

Joe Ashor
Bureau of Land Management/Yaquina Head Outstanding Natural Area
P.O. Box 936, Newport, OR 97365
(541) 574-3142

C. Executive Director

Jane Maines
Yaquina Lights, Inc.,
P.O. Box 410
Newport, OR 97365
(541) 574-3142

XII. SPECIAL TERMS AND CONDITIONS

A. Order of Precedence

Any inconsistency in this AA shall be resolved by giving precedence in the following order: (a.) Any national policy requirements or standards; (b.) requirements of the applicable OMB and Treasury Circulars; (c.) requirements of 43 CFR Part 12; (d.) special terms and conditions; and (e.) all AA sections, documents, exhibits, and attachments.

B. Modifications

This AA may be modified by written modification signed by both Yaquina Lights, Inc., President and the AO.

C. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this AA to the extent that this AA is made with a corporation for Yaquina Lights, Inc.'s, general benefit.

XIII. 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 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.

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO. XXXXXXXXXX M001
2. EFFECTIVE DATE 7/6/99
3. REQUISITION NO.

4. ISSUED BY USDI, Bureau of Land Management Oregon State Office (OR952) Post Office Box 2965 <u>Portland, Oregon 97208</u>	5. ADMINISTERED BY (If other than Item 4.)
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6. NAME AND ADDRESS OF RECIPIENT (No. street, county, state, and ZIP) Yaquina Lights, Inc. Post Office Box 410 Newport, Oregon 97365	(<input checked="" type="checkbox"/>)	7A. AMENDMENT OF REQUEST FOR APPLICATION NO.
		7B. DATED
	X	8A. MODIFICATION OF ASSISTANCE AGREEMENT NO. 1422H952-A97-3002
		8B. DATED 12/9/96

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)

YAQUINA HEAD OUTSTANDING NATURAL AREA, SALEM DISTRICT, OREGON is modified as follows:

- A. The name of the non-profit organization formerly known as "Friends of Yaquina Lighthouses" is hereby duly changed to to "Yaquina Lights, Inc" as shown in Block 6 above.
- B. The completed Change of Name Agreement is attached.

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 this 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) STEVEN D. SHAPIRO (OR005)
---	--

13B. RECIPIENT/APPLICANT (Authorized Signature)	13C. DATE SIGNED	14B. UNITED STATES OF AMERICA BY <u>Steven Shapiro</u> (Signature of Assistance Officer)	14C. DATE SIGNED 7/21/99
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ASSISTANCE AGREEMENT

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.

1. AGREEMENT NO.	1422H952-A97-3002
2. TASK ORDER NO.	
3. TYPE OF AGREEMENT (Check one)	
<input type="checkbox"/> GRANT	
<input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Steven D. Shapiro USDI, Bureau of Land Management Post Office Box 2965 Portland, OR 97208-2965 (503) 952-6227	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Mike Chamber Friends of Yaquina Lighthouses. Post Office Box 410 Newport, OR 97365 (541) 265-5679																				
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Steven Gobat, Bureau of Land Management Yaquina Head Outstanding Natural Area Post Office Box 936, Newport, OR 97365 (541) 265-2863	7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER																				
8. PROGRAM STATUTORY AUTHORITY P.L. 94-579	9. STARTING DATE Date of Award																				
10. EFFECTIVE DATE Date of Award	11. COMPLETION DATE September 30, 2001																				
12. TYPE OF RECIPIENT (Check one) <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL GOVERNMENT <input type="checkbox"/> INDIAN TRIBAL GOVERNMENT <input type="checkbox"/> EDUCATIONAL INSTITUTION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> FOR-PROFIT ORGANIZATION <input checked="" type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> OTHER (Specify) _____	13. FUNDING INFORMATION <table border="0"> <tr> <td></td> <td>Recipient</td> <td></td> <td>\$ - 0^{BLM} -</td> </tr> <tr> <td>This obligation</td> <td>\$ _____</td> <td>\$</td> <td>- 0 -</td> </tr> <tr> <td>Previous obligation</td> <td>\$ _____</td> <td>\$</td> <td>- 0 -</td> </tr> <tr> <td>Total obligation</td> <td>\$ _____</td> <td>\$</td> <td>- 0 -</td> </tr> <tr> <td>Share Ratio</td> <td>_____ %</td> <td></td> <td>_____ %</td> </tr> </table>		Recipient		\$ - 0 ^{BLM} -	This obligation	\$ _____	\$	- 0 -	Previous obligation	\$ _____	\$	- 0 -	Total obligation	\$ _____	\$	- 0 -	Share Ratio	_____ %		_____ %
	Recipient		\$ - 0 ^{BLM} -																		
This obligation	\$ _____	\$	- 0 -																		
Previous obligation	\$ _____	\$	- 0 -																		
Total obligation	\$ _____	\$	- 0 -																		
Share Ratio	_____ %		_____ %																		

14. ACCOUNTING AND APPROPRIATION DATA

Funds will be obligated by individual task orders.

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

YAQUINA HEAD OUTSTANDING NATURAL AREA, SALEM DISTRICT, OREGON

*16a. NAME AND TITLE OF SIGNER (Type or print) <i>Mark Chambers, Exec. Dir.</i>	17a. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print) Steven D. Shapiro (OR005)		
*16b. RECIPIENT <i>Mike Chamber</i> (Authorized Signature)	*16c. DATE SIGNED <i>12/9/96</i>	17b. UNITED STATES OF AMERICA BY <i>Steven D. Shapiro</i> (Signature of Assistance Officer)	17c. DATE SIGNED <i>12/9/96</i>

ASSISTANCE AGREEMENT
between
The Friends of Yaquina Lighthouses
and
The Bureau of Land Management

1422H952-A97-3002

I. STATEMENT OF JOINT OBJECTIVE

A. Purpose:

1. This Assistance Agreement (AA) is made and entered into by the United States Department of the Interior (USDI), Bureau of Land Management (BLM), Oregon State, Salem District Office, Yaquina Head Outstanding Natural Area (YHONA) and the Friends of Yaquina Lighthouses (FOYL), a non-profit corporation, for the purpose of enhancing the quality of the educational and interpretive programs for the public benefit at YHONA.
2. It is also to provide goods, services and contributions to YHONA beyond that provided by the BLM; to present to the public information on the facilities' goals, accomplishments and needs.

B. Objective:

The objective is to: 1) provide a means of joint cooperation between the BLM and FOYL in order to better preserve and interpret the historic lighthouse and surrounding natural area located in Newport, Oregon; 2) provide a means for accepting donations to the site; and 3) provide for the sale of interpretive and educational material to enhance the appreciation of our nation's public lands resource and thereby encourage use of recreational opportunities on the public lands.

C. Authority:

1. Federal Land Policy and Management Act of 1976 (P.L. 94-579)
2. National & Community Service Act of 1990 as amended in 1993 (P.L. 103-82)
3. Omnibus Consolidated Rescissions and Appropriation Act of 1996 (PL 104-134), Recreation Fee Demonstration Program

D. Benefits:

This agreement will support a means of providing an effective cooperative working relationship between the BLM and the FOYL, combine volunteer recruitment opportunities and eliminate the need for separate support groups, as well as providing for cooperative sales of interpretive and educational material to enhance the public's understanding of the opportunities available at the site. Funds raised through such interpretive and educational sales will be used to enhance the interpretive and educational programs as well as the programs that support those goals. The BLM recognizes the advantages of using the services provided by cooperating with organizations in the management, development, and protection of the public lands administered by the BLM.

II. DEFINITIONS

- A. Assistance Officer (AO): means the BLM's Salem District's Assistance Officer.
- B. Assistance Representative (AR): means the BLM's Assistance Representative.
- C. Bureau: means the Bureau of Land Management (BLM).
- D. CFR: means Code of federal regulations
- E. Assistance Agreement (AA): means this Assistance Agreement.
- F. Effective Date: means the date of the BLM's AO's signature on this agreement, or any modification thereto.
- G. President: means the President of the FOYL.
- H. Public lands: means any land and interest in land owned by the United States within the state of Oregon or any portion of the state of Oregon within a BLM district and administered by the Secretary of Interior through the BLM without regard to how the United States acquired ownership except:
 - 1. Lands located on the Outer Continental Shelf: and
 - 2. Lands held for the benefit of Indians, Aleuts, and Eskimos.

III. PROJECT MANAGEMENT PLAN

A. FOYL agrees to:

1. Promote the Yaquina Head Lighthouse and Yaquina Head Outstanding Natural Area.
2. Comply with all state and federal laws, including those that apply specifically to non-profit organizations.
3. Follow generally accepted accounting and business management procedures.
4. Conform to state and federal employment laws when hiring staff.
5. Furnish an annual accounting to the AR, acceptable to the BLM, of the activities, expenditures and revenue of FOYL .
6. Provide a means of accepting donated funds for YHONA. These funds may come in the form of, direct donations from individuals or businesses, grants, income from coin operated telescopes, and/or rental of equipment etc. Revenue collected from use of equipment or rental shall be considered donations to FOYL, and signing on or near the rental equipment shall so inform the public of this fact.
7. Operate an interpretive store inside the YHONA Interpretive Center for the sale of educational and interpretive items and the collection of public donations for the benefit of the site. Sale terms are as follows:
 - a. FOYL may sell only interpretive and educational items such as publications, maps, visual aides, t-shirts with interpretive messages or images, handicrafts, jewelry and other objects directly related to the interpretive and educational themes of YHONA, as well as appropriate visitor convenience items such as photographic film and stamps
 - b. FOYL shall not sell original artifacts, such as potsherds, native American or battlefield relics, to which the Antiquities Act of June 8, 1906, (16 U.S.C. Sec. 431-433) or 43 CFR, Part 3, would apply if discovered on public lands, not withstanding whether such objects were in fact discovered on lands owned or controlled by the United States.
 - c. FOYL recognizes that in the event a concession may be granted by the Government, at some future time, FOYL may be required to modify its operation, as directed by the Government so as not to interfere with any legal obligations a concession may provide.

- d. FOYL shall maintain a high standard of quality in all items produced or sold.
 - e. FOYL shall not sell any item that has not been approved by the AR.
 - f. FOYL shall sell items at fair market value. Pricing will be approved in advance by the AR.
 - g. FOYL shall display the sale items in good taste and in keeping with the general design and decor of the YHONA Interpretive Center.
8. Establish and maintain accounts necessary for the proper tracking of income and expenditures.
- a. Upon written request by the BLM and with FOYL approval, funds from these account(s) may be used for planning, design and construction; preparation and production of printed, audio and/or visual materials; purchase and maintenance of facilities and equipment, payment of wages, fund raising, awards and award ceremonies, volunteer/employee appreciation and/or incidental expenses incurring in support of enhancing the appreciation of our nation's public land resources particularly through interpretation and environmental education.
 - b. FOYL agrees to set up an annual "Agency Budget" in the amount of not less than 15% of net profit, from retail sales at the YHONA Interpretive Store, for use by the Manager of YHONA without further FOYL approval. This percentage may be renegotiated annually.
 - c. FOYL agrees to account for 100% of funds donated at or labeled specifically for Yaquina Head , for use by the Manager of YHONA without further FOYL approval. The YHONA Manager may use such donated funds for any approved expenditure that FOYL may undertake, (see paragraph a).

9. Facilities

- a. FOYL may redesign and renovate existing sales and/or sales storage facilities as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate area of the facilities, provided that all plans therefore are approved in advance by the BLM. Cost of such work shall be borne by the FOYL.
- b. FOYL shall keep the sales and sales storage facilities clean and presentable throughout the work day.

- c. FOYL shall exercise reasonable care to prevent damage to any government property used by it during its operation and shall, insofar as possible, protect all such property.

10. Records and Accounting

- a. FOYL shall conduct its fiscal operations in accordance with accepted business practices, utilizing purchase orders, receipts, invoices and inventory records.
- b. FOYL shall submit to the AR, annually within 90 days of the calendar year, a complete financial report, including an activities report specific to the BLM. The report shall be accompanied by a written summary of activities for the year.
- c. Funds collected through sales, donations and/or contributions at YHONA shall be accounted for separately from any other Corporation accounts.
- d. The records of FOYL are subject to review in accordance with 43 CFR Part 12 - Administrative and Audit Requirements and Cost Principles for Assistance Agreements.

11. Personnel

- a. FOYL shall provide such personnel as are necessary to operate the sales facilities as indicated by the level of gross sales and may provide support to the BLM interpretive, administrative and maintenance staffs. Personnel may include, as necessary, a central business office with Executive Director and staff, Interpretive Store Managers, Sales Clerks, interpreters, laborers, office support assistants etc. Otherwise BLM personnel and/or volunteers may offer sales items to the public.
- b. FOYL shall designate a member, or employee who is authorized to act as liaison with the BLM. Unless otherwise stated this person shall be the Executive Director of FOYL.
- c. All FOYL employees involved in visitor contact shall be oriented in the BLM's administrative unit's visitor services programs and shall be certified by the AR before assuming such responsibilities.

- d. FOYL personnel are not Government employees and are not authorized to undertake any Government function or activity on behalf of the Bureau beyond routine visitor services, fee collection and participation in administrative and maintenance activities, interpretation, Living History or like programs. FOYL employees shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees. No FOYL employee shall wear a Bureau or Governmental uniform. All FOYL employees shall wear some easily observable and readily identifiable indication of affiliation when working on the Bureau Administrative unit.

12. Activities

- a. Any activities engaged in, on the Bureau's Administrative Unit, by FOYL must meet Bureau standards and be approved by the AR.
- b. Activities conducted, on the Bureau's Administrative Unit, by FOYL will be monitored by the AR.

B. Bureau Responsibilities

The Bureau agrees to allow FOYL to use those facilities within the Bureau Administrative unit which are designated by attachment to this agreement (Attachment A) for the storage and sale of educational and interpretive items for the benefit of the visiting public.

1. Sales Items

The Bureau shall cooperate with FOYL in the planning and design of merchandise appropriate for sale by FOYL, at the facilities provided by the Bureau, to assure its appropriateness.

2. Facilities

- a. The Bureau shall provide FOYL with such storage and sales facilities it deems necessary, appropriate and/or as may be available to the Bureau. Such facilities, if any, are identified in Attachment A, to this agreement. The Bureau reserves the right upon reasonable notice to relocate or withdraw any such facilities in order to meet needs of the Bureau. The Bureau shall have emergency access to all facilities; and which shall also be subject to any Bureau inspection needs.

- b. The Bureau reserves the right to design and construct any new facilities, and shall allow FOYL to review and comment on any plans therefor.
- c. The Bureau shall provide FOYL with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning, (if available in the building), to the extent these utilities are required for the operation of the building for Governmental purposes. All other utilities will be provided FOYL.
- d. Should FOYL find it necessary to have telephone service to any of the facilities they may be responsible for all charges associated with such telephone service.
- e. The Bureau shall provide all general maintenance and repair services for the Government owned or leased buildings.

C. It Is Mutually Agreed That

1. FOYL may offer additional educational, administrative, maintenance and interpretive services which support the mission of the Bureau administrative unit. This includes assisting, planning, and conducting the presentation of interpretive and educational programs, involving as needed, but not limited to, employment of personnel, purchasing of supplies, fee collection, maintaining interpretive elements, and the sale of program products.
2. The logos of the Bureau and FOYL may appear jointly or separately on approved publications produced by either entity. Use of either agency's logo must be approved by the AR and the President of FOYL and be in compliance with applicable BLM regulations or requirements pertaining to printing or the use of the BLM logo.
3. The Bureau and FOYL will meet as often as necessary to identify training and development needs and to review projects and programs identified under this cooperative agreement.
4. Work performed under this agreement shall not displace regular employees, impair contracts for services in existence during the course of this agreement, or compete with free labor in the production of goods and services.
5. All facilities or land resource developments or improvements utilized under this AA shall be and remain the property of the United States.

6. In so far as the United States is legally authorized to do so, it shall hold FOYL harmless from any damage or injury resulting from the work designated. In so doing, the United States does not intend to, nor does it hold said FOYL harmless from any damages or injury arising out of or resulting from any negligent acts or omissions of any employee, nor is this article intended to confer any liability upon the United States Government not presently existing under federal Law. The United States Government is self insured under the Tort Claims Act 28 U.S.C. 2671-2680.
7. FOYL members or employees utilized under this AA are not Federal employees for the purposes of laws administered by the Office of Personnel Management (OPM) and do not have entitlement to any Federal benefits such as insurance, retirements and leave. The BLM shall have no responsibility for expenses of Corporation members or employees, for which FOYL has full and exclusive responsibility.
8. The continuance of the AA is based upon BLM annual funding and staffing levels, without which all work will be postponed until necessary operating funds are secured.
9. Nothing herein shall be construed as obligating the parties to expend or exchange funds, but this provision does not limit or restrict such actions when agreed to by the parties involved.
10. FOYL's Articles of Incorporation and Bylaws shall comply with requirements of the State in which FOYL is incorporated. Non-profit status must be maintained in accordance with Federal and State Laws and FOYL shall make available, for inspection at the request of the Bureau, documents demonstrating non-profit status. The AA will automatically terminate if non-profit status is lost.
11. Non-Bureau representation on the Board of Directors must be a majority. Bureau employees shall not represent FOYL in any matter between FOYL and the Bureau. When acting as an officer or Corporation Board member, Bureau employees shall not participate in any Corporation decision concerning the relationship of FOYL to the Bureau, including, but not limited to, executing or negotiating contracts, signing checks or hiring or firing Corporation employees.
12. FOYL Treasurer or Secretary/Treasurer shall not be a Bureau employee.

IV. INSPECTION AND ACCEPTANCE

The BLM shall provide ongoing oversight of the activities of FOYL and promptly notify FOYL of any actions or activities which are not acceptable.

V. TERM OF AGREEMENT

This AA shall become effective on the date of signature by the AO and shall remain in effect for five years, unless terminated in accordance with the provisions of 43 CFR 12.84.

VI. TASK ORDERS

A. Task Orders may be undertaken as part of this AA. Providing services in an efficient and cost-effective manner is beneficial to both FOYL and the Bureau. In order to meet this goal, FOYL and the Bureau may, annually, develop a Task Order specifying certain functions or services that FOYL will provide to the Bureau in exchange for funds provided by the Bureau to FOYL.

1. The Manager at YHONA will determine the amount of funds potentially available for use by FOYL.
2. Funds may come from appropriated funds, fees, donations or any other legitimate funding source.
3. The AR and appropriate FOYL representatives will negotiate the terms of the Task Order before sending it to the AO for review.
4. A Task Order may be modified by agreement of the Bureau and FOYL at anytime during the year in order to meet changing needs.

B. If any Task Orders are issued or modified they will be issued in writing by the AO and must be signed by the President of FOYL and the AO to be effective.

C. A Task Order will contain:

1. A Statement of Work that details the goods, services and/or personnel that will be provided under the Task Order.
2. Any necessary drawings and/or location maps.
3. The delivery schedule, completion time, type/amount of work to be performed, and start/end dates for personnel which have been negotiated.
4. A Cost Proposal with a breakdown of itemized costs and not-to-exceed total amount.
5. Any other detail or information necessary.

VII. FINANCIAL SUPPORT

Each funded Task Order will specify the not-to-exceed amount for which the Bureau will be responsible under the terms of this agreement. The Bureau shall not be obligated to pay for nor shall FOYL be obligated to perform any effort that will require the expenditure of Federal/fee/or donated funds above the not-to-exceed amount.

VIII. PAYMENTS

- A. FOYL shall be entitled to advance payment or reimbursement quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR.
- B. If advance payments are made FOYL shall submit a Federal Cash Transaction Report, SF 272 to the AO 15, working day following the end of each quarter.
- C. Advance funds 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.
- D. The Bureau shall not provide funding or reimbursement to FOYL unless authorized in advance by a written fully executed Task Order.

IX. PROPERTY MANAGEMENT AND DISPOSITION

- A. Property management and disposition shall be governed by the requirements of 43 CFR 12.72 through 12.74.
- B. Use of Government issued property shall be accomplished with completion of Form DI-105 (Receipt for Property) with the signature of the responsible FOYL employee. Title to BLM-owned property/equipment shall remain vested in the BLM.
- C. The United States of America (USDI-BLM) will not be held liable for any property damage or personal injury resulting from the use of the government owned personal property, lent to FOYL under this AA. FOYL assumes responsibility for any and all property damage and personal injury resulting from FOYL's use of said personal property, and further agrees to the extent authorized by law to save and hold harmless the United States of America (USDI-BLM) from any and all claims for such property damage and personal injury. FOYL further agrees to reimburse the United States of America by and through USDI-BLM for any property damage to any federally owned personal property, less normal wear and tear which may occur through the use of said personal property under this agreement.

X. DELIVERABLES AND REPORTS

FOYL shall submit an original and one copy of an annual performance report to the AR within 90 days following the end of the Fiscal Year. The performance report must be prepared in accordance with 43 CFR 12.951.

XI. KEY OFFICIALS

A. Assistance Officer (AO)

Steven D Shapiro, OR952
Bureau of Land Management
1515 S.W. 5th Avenue
Portland, OR 97201
(503) 952-6227

B. Assistance Representative (AR)

Steven Gobat
Bureau of Land Management/Yaquina Head Outstanding Natural Area
P.O. Box 936, Newport, OR 97365
(541) 265-2863

C. Executive Director

Mark Chambers
Friends of Yaquina Lighthouses
P.O. Box 410
Newport, OR 97365
(541) 265-5679

XII. SPECIAL TERMS AND CONDITIONS

A. Order of Precedence

Any inconsistency in this AA shall be resolved by giving precedence in the following order: (a.) Any national policy requirements or standards; (b.) requirements of the applicable OMB and Treasury Circulars; (c.) requirements of 43 CFR Part 12; (d.) special terms and conditions; and (e.) all AA sections, documents, exhibits, and attachments.

B. Modifications

This AA may be modified by written modification signed by both FOYL President and the AO.

C. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this AA to the extent that this AA is made with a corporation for FOYL's general benefit.

XIII. GENERAL PROVISIONS

- A. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the BLM to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided, and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Bureau.
- B. FOYL agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal. Specifically FOYL shall comply with the requirements of :
1. Executive Order No. 11246, of September 24, 1967,
 2. Title V., Section 503 of the Rehabilitation Act of September 26, 1973 (P.L. 93-112), which requires Government Contractors and Sub-Contractors to take affirmative action to employ and advance in employment qualified handicapped individuals, and
 3. With regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and service to the public under this AA.
- C. Nothing herein contained shall be construed as binding the Bureau to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this agreement for the fiscal year, or to involve the Bureau in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocation.

Friends Of Yaquina Lighthouses

By: *Anthony Harrison*
President

Date: 12/2/96

Bureau of Land Management

Steven D. Shapiro
Assistance Officer

Date: 12/9/96