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.

Two (2)

2. EFFECTIVE DATE

August 5, 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)*

Lewis Howe, President
Bob Kinyon, Coordinator
Umpqua Basin Watershed Council
1758 NE Airport Road
Roseburg, OR 97470

(√) 7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.

HAA021D00

8B. DATED

July 5, 2002

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)*

Umpqua Basin Watershed Council, Coos Bay District, Oregon is modified as follows:

Part XIII, Section C. Lewis Howe has replaced R. Douglas Zenor as the watershed council president.

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)*	
		Martina R. See	
13B. RECIPIENT/APPLICANT *(Authorized Signature)*	13C. DATE SIGNED	14B. UNITED STATES OF AMERICA Martina R. See *(Signature of Assistance Officer)*	14C. DATE SIGNED 8/6/03

Form 1511-2
(February 1989)

United States Department of the Interior
Bureau of Land Management

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

PAGE 1 OF 1 PAGES

1 AMENDMENT/MODIFICATION NO

2 EFFECTIVE DATE 7/1/03

3. REQUISITION NO

4 ISSUED BY

Martina R. See
BLM - Oregon State Office
Portland, OR

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

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

R. Douglas Zenor, President
Bob Kinyon, Coordinator
Umpqua Basin Watershed Council, Inc.
1758 N.E. Airport Rd.
Roseburg, OR 97444

(✓)

7A AMENDMENT OF REQUEST FOR APPLICATION NO.

7B DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO. **HAA021D00**

8B DATED **July 2002**

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)*

Amend section III (Authority) part A (Jobs-in-the-Woods) of Assistance Agreement # HAA021D00 to read as follows: Jobs-in-the-Woods funding, as approved in annual appropriations legislation, authorizes the Secretaries of Agriculture and Interior to limit competition for watershed restoration contracts as part of the "jobs-in-the-Woods" Program to entities in historically dependent areas in the States of Washington, Oregon, and northern California that have been affected by reduced timber harvesting on Federal Lands. Annual "Jobs in the Woods" appropriations are considered as legislative authority to provide funding for watershed restoration projects to individuals and entities in historically timber-dependent areas. The Umpqua Basin Watershed Council operates within the heart of a historically timber-dependent area and in conjunction with BLM, will provide support and stimulation to the local community through the Jobs-in-the-Woods Program.

Prepared by Glenn R. Harkleroad, Assistance Representative.

Except as provided hewn. 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)*

Martina R. See

13B. RECIPIENT/APPLICANT

(Authorized Signature)

13C. DATE SIGNED

148. UNITED STATES OF AMERICA

BY Martina R. See

(Signature of Assistance Officer)

14C DATESIGNED 6-15-03

FORM 1511-1

United States Department of the Interior
Bureau of Land Management

ASSISTANCE AGREEMENT

1. AGREEMENT NO.
HAA021D00

2. TASK ORDER NO.
BASE AGREEMENT

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

4. NAME ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

STEVEN D. SHAPIRO
BUREAU OF LAND MANAGEMENT
333 SW FIRST AVE.
PORTLAND, OR 97204
PHONE 503-808-6221

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

R. DOUGLAS ZENOR, PRESIDENT
UMPQUA BASIN WATERSHED COUNCIL
1758 N.E. AIRPORT RD.
ROSEBURG, OR 97444
PHONE: 541-673-5756

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

GLENN HARKLEROAD
BL M- COOS BAY DISTRICT
1300 AIRPORT LANE
NORTH BEND, OR 97459
PHONE: 541-751-4361

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

SAME AS NO. 5 ABOVE

8. PROGRAM STATUTORY AUTHORITY

PL106-113, PL104-208,PL106-393, PL106-291

9. STARTING DATE

1 JULY 2002

10. EFFECTIVE DATE

1 JULY 2002

11. COMPLETION DATE

30 JUNE 2007

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

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	$	$ 0
Previous obligation	$ 0	$ 0
Total Obligation	$ 0.00	$ 0.00
Share Ratio	%	%

14. ACCOUNTING AND APPROPRIATION DATA

N/A

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

UMPQUA BASIN WATERSHED COUNCIL AND BLM ASSISTANCE AGREEMENT IS ESTABLISHED TO 1) PROVIDE A MEANS OF JOINT COOPERATION BETWEEN BLM AND THE COUNCIL IN ORDER TO IMPROVE WATERSHED HEALTH WITHIN THE UMPQUA BASIN WATERSHED AND 2) PROVIDE FOR THE TRANSFER OF FUNDS AND OR MATERIALS FROM BLM TO THE COUNCIL FOR PROJECT DESIGN, CONTRACT ADMINISTRATION, AND PROJECT IMPLEMENTATION ACTIVITIES ASSOCIATED WITH RESTORATION OF THE UMPQUA BASIN WATERSHED.

16a. NAME AND TITLE OF SIGNER *(Type or print)*

R. DOUGLAS ZENOR, PRESIDENT

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

STEVEN D. SHAPIRO, ASSISTANCE OFFICER

16b. RECIPIENT
R. Douglas Zenor
(Authorized Signature)

16c. DATE SIGNED
6/28/02

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

17c. DATE SIGNED
7/5/02

ASSISTANCE AGREEMENT
Between
The Umpqua Basin Watershed Council
And
The Bureau of Land Management, Coos Bay District
HAA021D00
1 July 2002

The Umpqua Basin Watershed Council is a group formed, and subsequently sanctioned by the local county commissioners in support of the Oregon Plan for Salmon and Watersheds, to assess conditions in their watersheds and to assist the community in developing and implementing activities in the interests of watershed health.

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

I. Purpose: This Assistance Agreement is entered into by the Bureau of Land Management (hereinafter referred to as BLM) and the Umpqua Basin Watershed Council (hereinafter referred to as the Council), for the following purposes:

A. To provide a framework to coordinate stream, riparian, and upland restoration projects and management practices within the Umpqua Basin Watershed, on public and private lands, that will improve watershed health.

B. To coordinate comprehensive planning, assessment and programs for the strategic management of the Umpqua Basin Watershed.

C. To restore native species habitat and thereby native fish and wildlife species populations in the Umpqua Basin.

D. To provide joint opportunities for community-based education on the values and functions of the Umpqua Basin Watershed.

E. To share resources, between BLM and the Council, including equipment, office space, and personnel expertise, where mutual benefit to public land management and overall watershed health would be realized.

F. To provide a mutually beneficial process for BLM and the Council to jointly identify, communicate and coordinate actions of common concern relating to the management of public lands and resources.

G. To meet legal, social, and economic expectations of local communities by coordinated watershed restoration, and become an example for possible partnership arrangements for other watershed stakeholders.

II. Objective: The Objective of this Assistance Agreement is to 1) provide a means of joint cooperation between the BLM and the Council in order to improve watershed health within the Umpqua Basin Watershed and 2) provide for the transfer of funds and/or materials from BLM to the Council for project design, contract administration, project implementation and other activities associated with restoration of the Umpqua Basin Watershed.

III. Authority:

A. ***Jobs-in-the-Woods***, Public Law 106-113, which states "Notwithstanding any other provision of law, for fiscal year 1999 the Secretaries of Agriculture and the Interior are authorized to limit competition for watershed restoration project contracts as part of the "Jobs in the Woods" component of the President's Forest Plan for the Pacific Northwest to individuals and entities in historically timber-dependent areas in the States of Washington, Oregon, and northern California that have been affected by reduced timber harvesting on Federal lands." P.L. 106-113 is considered as legislative authority to provide funding for watershed restoration projects to "individuals and entities in historically timber-dependent areas."

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

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

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

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

1. BLM has funds available to enter into such agreements and the expenditure of those funds must be in the public interest.
2. The project must have direct benefit to biotic resources on public land administered by BLM in the watershed, and must be more critical to the health of those biotic resources than the effect that work on public land would have on those resources.

C. *Secure Rural Schools and Community Self Determination Act of 2000*, Public Law 106-393 (16 U.S.C. 500) authorizes the BLM and FS to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds 2) Create additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands. *Title II* of the Act addresses Special Projects on Federal Lands, Cooperative Agreements and Contracts. *Agreements* may be entered into with Federal Agencies, State and local governments, private and nonprofit entities, and landowners for the protection, restoration and enhancement of fish and wildlife habitat and other resource objectives consistent with the purposes of this title on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

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

IV. Benefits to the Public: This agreement will support a means for providing an effective cooperative working relationship between the BLM and the Council, and combine technical expertise, funding and services toward the goal of restoring aquatic and upslope habitats to benefit native fish and wildlife species and water quality. These types of cooperative relationships help to more effectively address water quality and native species concerns in areas with intermingled private and public land ownership and provides incentives for private involvement to resolve those concerns. This work also improves working relationships with partners involved in the effort.

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

VI. Project Coordination / Management Plan:

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

i. BLM agrees to:

1. Designate BLM personnel from each Field Office where the watershed is located, as the primary agency representatives to serve on Council committees and be the contact for initiation and consultation on issues of mutual interest and management proposals.
2. Make available resource professionals for technical assistance, when personnel and requested skills are available and approved by BLM. BLM will inform the Council if requested assistance cannot be provided within the needed time period.
3. Make recommendations, when requested, in a technical advisory capacity, on project design, and funding and implementation priority, on private lands. Make decisions on project design, and funding and implementation priority on federal lands.
4. Provide liaison with various government bodies, groups, and individuals, when conducting watershed analysis on federal lands or when involved in watershed assessments or a member in updating Council Watershed Action Plans.
5. Provide reimbursement to the Council.

ii. The Council agrees to:

1. Provide the opportunity for BLM personnel to serve on association committees.
2. Inform BLM of upcoming meetings and technical assistance requests in advance, and keep BLM informed of anticipated needs and scheduling.
3. Explore other means for project planning, design, implementation, and monitoring work to fulfill watershed restoration purposes including services of watershed association employees, volunteers, private consultants and partnerships.
4. Make decisions on project design, and funding and implementation priority on private lands, and coordinate interests, plans and resources on private lands, where negotiations are developing or agreements have been finalized.

5. Obtain a Land Use Agreement prior to commencement of project work.
6. Meet deadlines set by BLM for submitting project proposals, signed Land Use Agreements, or other documentation necessary for BLM to commit Federal funds for restoration activities.

B. Equipment and Facilities

i. BLM agrees to:
   1. On an as needed basis, provide equipment for program work including water quality equipment, survey equipment, fisheries equipment, and other general supplies on a "check-out" basis, in accordance with property management regulations.
   2. Make office space and use of BLM computers available for special projects when requested by the Council, on an as available basis, and approved by the BLM.
   3. Allow use of conference rooms or other facilities, as scheduling allows, for Council meetings.
   4. Supply the Council 1:24,000scale USGS topographic maps, when requested, for coordinated projects.

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

C. Data Sharing

i. BLM agrees to:
   1. Forward single printed copies of non-proprietary watershed information when requested by the Council including

completed watershed analysis iterations and appendix files, data files, maps, surveys, and inventories and other pertinent reports.

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

ii. The Council agrees:

1. Requests for information are necessary for watershed improvement or restoration project planning, implementation, monitoring, or watershed action plan revision.
2. To forward Council survey information to BLM when specifically requested for a coordinated project, as approved by the landowner. Such information may include information pertaining to water temperature, aquatic habitat, roads and culverts, flow and wildlife surveys.
3. To set up and maintain telephone numbers and e-mail addresses as soon as practicable.

VII. <u>Cooperative Opportunities:</u>

A. Partnerships

i. BLM and the Council can form partnerships with various individuals, groups, and agencies for the purpose of meeting watershed restoration objectives.

ii. Projects that include any government funding must comply with federal, state, and local laws, regulations, polices, and permit requirements. Examples include the Endangered Species Act (ESA), The National Environmental Policy Act (NEPA), Oregon Department of Environmental Quality Water Quality Standards, and Division of State Lands Fill and Removal Law.

iii. Jointly provided liaison with various government bodies, groups, and individuals, where the Council and BLM have shared interest, and the project benefits BLM land and water resources and Council stakeholders.

iv. Coordinate joint actions with County Commissioners, Cities, and other interested parties.

VIII. Terms of Agreement

A. This agreement shall be effective for a period of 5 years after signing by the Assistance Officer, unless terminated prior to that date.

IX. Financial Support

A. This cooperative agreement shall be funded by the issuance of Task Orders (TO's) based on the availability of BLM funding. The Council hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

i. TO's will specify the Not To Exceed (NTE) amounts. The BLM shall not be obligated to pay for nor shall the Council be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

ii. If any TO's are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the Assistance Officer in order to be effective.

iii. A Task Order will contain:

1. The specifications or statement of work that will be performed under that specific TO.
2. A list of any deliverable items that are required.
3. Any necessary drawings and/or location map. Maps will have Township, Range, and section, and a North arrow.
4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, weather, etc.
5. A NTE amount for the task.
6. Any other detail or information necessary.

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

C. Payments: Electronic Funds Transfer Payments

i. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).

ii. Afterward, but no later than 14 days before an invoice or Agreement-financing request is submitted, the Council shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

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

iii. If a designation has been submitted to the BLM under a previous agreement, it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

iv. Payments will be based on reviewed and approved invoices and made in arrears.

v. The Umpqua Basin Watershed Council shall be entitled to reimbursement* or advance payment* at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.

vi. If advance payments are made the Umpqua Basin Watershed Council must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

vii. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement

X. Procurement Procedures

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

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

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

iii. Consider contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority owned firms, and women's businesses.

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

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

XI. Property Management and Disposition

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43CFR, Subpart F, Section 12.931 through 12.937.

XII. Deliverables and Reports

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the fiscal year. The performance report must be prepared in accordance with 43CFR, Subpart F, Section12.951 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.

XIII. Key Officials

A. Assistance Officer (AO)
Steven D. Shapiro, OR952
Bureau of Land Management
333 SW First Ave
Portland, OR 97204
503-808-6227

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

C. Responsible Official for the Umpquqa Basin Watershed Council
R. Douglas Zenor, President
Bob Kinyon, Coordinator
Umpqua Basin Watershed Council, Inc.
1758 N.E. Airport Rd.
Roseburg, OR 97444
541-673-5756

XIV. Terms and Conditions

A. Direct contacts between BLM and the Council are in no way limited by this agreement. Such contacts are encouraged to promote more effective communication and coordination.

B. This agreement in no way supersedes other policies, authorities, court decisions, or jurisdictions of BLM or the Council, or requires either party to expend any sum in excess of its respective appropriations, nor does this Assistance Agreement create any new rights of responsibilities for either party regarding existing laws, statutes, or regulations.

C. 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) these terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments.

D. This agreement in no way supersedes or alters the decision authorities of the BLM State Director or District line managers.

E. Amendments, supplements, or revisions to this Assistance Agreement may be proposed by any party to the agreement and shall become effective upon formal approval of all parties.

F. This agreement may be modified by written agreement signed by both an Council Official, after approval by the Council, and the Assistance Officer. Administrative changes (e.g., names changes) which do not change the project management plan, NTE amount, etc., or otherwise affect the Council may be signed unilaterally by the Assistance Officer.

G. Representatives of BLM and the Council may meet annually to discuss the terms of this document and other matters of mutual concern and benefit.

H. The Council and BLM may modify this Assistance Agreement or enter into supplemental agreements as the need arises.

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

J. Any party to this Assistance Agreement may terminate it by providing thirty (30) calendar days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

K. Reasonable efforts will be made by both BLM and the Council to resolve any dispute arising under or relating to this Assistance Agreement, with unresolved disputes subject to binding arbitration.

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. Federal Acquisition Regulation (FAR) at 48 CFR Part 31 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. 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.

G. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 1998, Public Law 105-83, 111 Stat. 1590, be advised of the following:

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.

Recipient agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

H. Grant/Cooperative Agreement Provision. Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 1998, 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.

Attachments: 1 – Land Use Agreement

LAND USE AGREEMENT (LUA)

by

_____Watershed Council

and

(Landowner)

for

Project

THIS Land Use Agreement (LUA), made and entered into this ___day of_____ 20_, by and between _____hereinafter called Owner(s), for themselves, their heirs, executors, administrators, successors, and assigns, and the Watershed Council, hereinafter called the Council on behalf of the Bureau of Land Management and other interested parties.

The Owners have an interest in_____, and the Council wishes to cooperate with the Owners to restore and/or enhance and protect fish and wildlife habitat.

In consideration of the above premises, the parties agree as follows:

I. **Purpose of Land Use Agreement.** The **LUA** is to facilitate cooperation between the parties in a specific habitat enhancement and restoration effort, which is delineated and described in Attachment 1, the Project Work Plan. The parties have a common interest in improving the current condition and/or expanding the extent of habitat located on the _____property. This **LUA** provides for the limited interchange of services, equipment, and funds to meet the objectives of the project.

II. **Objectives.** The objectives of this cooperative effort are:

A. To help reverse the trend of declining quality and quantity of fish and wildlife habitats.

B. To facilitate restoration and enhancement of aquatic, riparian, and adjacent upland habitats. (Attach copy of Project Work Plan).

III. **Term of agreement.** The term of this **LUA** shall be in effect for a period of _____years, commencing on the date of acceptance of this agreement by the owner.

IV. **SPECIFIC OBLIGATIONS OF THE PARTIES.**

A. The _____**Council/Association** obligations in accomplishing the objectives of this **LUA** are:

1. Provide biological and technical data, advice, and assistance in project planning, design, implementation, and maintenance in consultation with the Bureau of Land Management (BLM) project manager.

2. Assist the Owners in securing Federal, State, and County permits.

3. Inform the landowner that construction activities can begin when:

   a. All appropriate State and local permits have been obtained, and

   b. Written notification from the BLM Project Manager has been received stating that the project complies with the National Environmental Policy Act, the Historic Preservation Act, the Clean Water Act, the Endangered Species Act, and applicable federal regulations.

4. Cooperate as is necessary with the Owners in maintaining the project area during the term of this **LUA**.

5. Request landowner permission for access prior to entering the project area for monitoring or reviewing project condition (including cooperating agency personnel). The Council and/or cooperating agency will request landowner permission a minimum of 14 days prior to proposed access, unless otherwise agreed to by the landowner.

6. Periodically review/monitor the project area with the Owners and if needed, develop a maintenance work/cost share plan if not previously identified in the project work plan.

7. Provide cost share assistance as identified in the attached project work plan. Total cost share may include staff time; the value of equipment, labor, plant materials for establishing native plant communities for fish and wildlife food and cover; and/or funds provided by the Association/Council and/or the BLM. If applicable and identified in the project work plan for this project, the landowner will receive a direct payment for reimbursement of costs not to exceed $_____.

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B. The **Owner** obligations in accomplishing the objectives of this **LUA** are:

1. Obtain required Federal, State, and local permits for the project such as water rights/storage, fill/removal.

2. Insure that no construction activities begin until notification has been received from the Council and BLM project managers that all applicable Federal, State, and local regulations have been met and all necessary permits have been issued.

3. Manage the project area, as delineated and described in the Project Work Plan under goals. (The project area will be defined by the landowner with agreement from the Association/Council).

4. Grant permission for access to the Council and cooperating agency (BLM) personnel for the express purposes of project review and monitoring as described in A6 (above) under watershed councils/association responsibilities.

5. Periodically evaluate/monitor the condition of the project area with the Council and if not previously described in the project work plan, develop an annual maintenance work/cost share plan.

6. Consult with the Council and cooperating agency (BLM) prior to conducting maintenance activities not previously described the project area work plan. Emergency maintenance can be conducted as needed but will be reported to the Council for inclusion in their annual performance report to the cooperating agency (BLM) (as per Assistance Agreement #HA******).

V. **TERMINATION.** This **LUA** may be terminated for the following conditions:

A. Termination for Cause

1. The _____ Watershed Council, with BLM concurrence, may terminate this agreement in whole, or in part, at any time during the Term of the Agreement, if and when the Owner(s) fail to comply with the obligations of this **LUA**, upon thirty days written notice to the Owner delivered by certified mail or in person.

2. If this Agreement is terminated for cause, the Owners will repay the Watershed Council and the BLM the amount of the invoiced services and funds provided during project implementation.

B. Termination for Convenience

1. The _____ Watershed Council, with BLM concurrence, may terminate this **LUA** in whole, or in part, without prejudice to obligations existing prior to termination upon 30 days written notice to the Owner(s), delivered by certified mail or in person.

2. If the Owner(s) terminate this **LUA** for convenience prior to the date specified in the Term of Agreement, they agree to repay the Watershed Council and BLM the amount of the invoiced services and funds provided during project implementation.

VI. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof.

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IN WITNESS THEREOF, the parties have executed this **LUA** on the day, month, and year last indicated:

Landowner(s):

By: _____ Date:
(Signature)

_____ Date:
(Signature)

_____Watershed Council:

By: _____ Date:
(Signature)

Title:

Bureau of Land Management

Received date:

Approved: _____Date:
Field Manager Bureau of Land Management

1 Attachment
1 - Project Work Plan (____pp)