

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.
HAA022E00

2. TASK ORDER NO.

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

<p>4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Sherry A. Marshall Bureau of Land Management, OR952 Post Office Box 2965 Portland, Oregon 97208 503-808-6217</p>	<p>5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Susan Slack, County Administrator Jackson County Jackson County Courthouse 10 South Oakdale Medford, Oregon 97501 541-774-6003</p>															
<p>6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Aaron Horton, Associate District Manager for Operations Bureau of Land Management, Medford District Office 3040 Biddle Road Medford, Oregon 97504 541-618-2332</p>	<p>7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER Same as Block 5.</p>															
<p>8. PROGRAM STATUTORY AUTHORITY P.L. 106-393 & FLPMA</p>	<p>9. STARTING DATE Date of Award</p>															
<p>10. EFFECTIVE DATE Date of Award</p>	<p>11. COMPLETION DATE 5 years from date of award</p>															
<p>12. TYPE OF RECIPIENT (Check one) <input type="checkbox"/> STATE <input checked="" 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 type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> OTHER (SPECIFY)</p>	<p>13. FUNDING INFORMATION</p> <table border="0"> <thead> <tr> <th></th> <th>Recipient</th> <th>BLM</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Previous obligation</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Total obligation</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Share Ratio</td> <td>_____ %</td> <td>_____ %</td> </tr> </tbody> </table>		Recipient	BLM	This obligation	\$ _____	\$ _____	Previous obligation	\$ _____	\$ _____	Total obligation	\$ _____	\$ _____	Share Ratio	_____ %	_____ %
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Total obligation	\$ _____	\$ _____														
Share Ratio	_____ %	_____ %														

14. ACCOUNTING AND APPROPRIATION DATA See individual task orders

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES
ROAD MAINTENANCE AND DIGITAL ORTHOPHOTO

Partnership with Jackson County to improve the maintenance of BLM roads contiguous to county roads and collection of 2002 digitized orthophoto data.

<p>16a. NAME AND TITLE OF SIGNER (Type or print) SUSAN E. SLACK County Administrator</p>	<p>17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) Sherry A. Marshall</p>
<p>16b. RECIPIENT <i>Susan E. Slack</i> (Authorized Signature)</p>	<p>17b. UNITED STATES OF AMERICA BY <i>Sherry A. Marshall</i> (Signature of Assistance Officer)</p>
<p>16c. DATE SIGNED 10-16-02</p>	<p>17c. DATE SIGNED 9/25/02</p>

APPROVED AS TO FORM:
[Signature]
Assistant County Counsel

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the U.S. Department of the Interior, Bureau of Land Management, Oregon State Office, hereinafter referred to as the BLM, and Jackson County, Medford, Oregon, hereinafter referred to as the County for the purpose of providing a process for the BLM and the County to jointly identify, communicate, and coordinate actions of common concern relating to the lands and resources administered by the BLM.

B. Objective. The primary objective of this Agreement is to eliminate duplication of effort where possible and achieve maximum effectiveness among the parties in the use of funds and personnel. BLM will compensate Jackson County for the work as authorized by the Medford District Resource Advisory Council (RAC) and the Secretary of the Interior as delegated to the Medford District Manager.

Specific Objectives:

1. Improve the maintenance of BLM roads contiguous to County Roads. If the County maintains the BLM roads identified this would also allow the BLM Road Maintenance Crews to spend more time and resources maintaining other BLM roads. Properly maintained roads produce less sedimentation than roads which are not properly maintained. The amount of sediment going into streams will be reduced; thus, water quality and the functioning of the ecosystems will be improved. Sedimentation can be further reduced if improvements (such as, chip sealing) for the road maintenance purposes are also done.

2. 2002 Digitized orthophoto data. The digitizing orthophoto data will assist both agencies in determining hazardous fuel areas.

C. Authority:

1. Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment, (Public Law 104-208).

2. Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law 106-393).

3. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b) and 502 (a)).

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

1. Public Benefits: The public will benefit by having roads to drive that are better maintained. The roads that the County will be maintaining under the terms of this Agreement provide access to private residences as well as the public lands. Properly maintained roads produce less sediment. Implementing this Agreement will improve the maintenance on the entire BLM road system which will ultimately result in less sediment being generated by the roads and less sediment entering the streams that are found on the public lands.

2. Jackson County Benefits: Jackson County will benefit by receiving additional funds to perform road maintenance on BLM roads. The additional funds and work could result in additional jobs. The Jackson County residents that live along the BLM roads, private timber companies and recreational users of the roads will all benefit by having better roads to drive.

II. Definitions:

A. Agreement: means this cooperative agreement.

B. Assistance Officer (AO): means the BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto and closing out the agreement.

C. Assistance Representative (AR): means the BLM's Assistance Representative. The AR is designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. BLM: means the Bureau of Land Management. May also be referred to as Bureau.

E. CFR: means the Code of Federal Regulations.

F. Fiscal Year (FY): means the Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. County: means Jackson County. May also be referred to as recipient.

H. Not-to-Exceed (NTE) Amount: means the maximum Federal funding amount.

I. OMB: means the Office of Management and Budget.

J. Project Inspector (PI): means the BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the County representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: means the recipient's Project Manager.

L. Responsible Official: means the recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipients organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Task Order (TO): means the order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

N. Assistance Ordering Officer (AOO): means the BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

III. Project Management Plan.

A. The County agrees to:

1. Allow the BLM, its employees, agents, contractors, and cooperators access to the project area for the purposes relating to the objectives of this Agreement.
2. Provide a Project Plan to the AR, with associated estimated costs, to provide for scheduling of payments, and tracking of disbursements to Jackson County.
3. Perform work in accordance with established engineering practices and in accordance with Oregon OSHA requirements.
4. Comply with fire regulations as administered by Oregon Department of Forestry.
5. Provide staff to perform the technical and field work as required by specifications of the individual TO's.

6. Submit Standard Form 424A with each TO in accordance with Section V, Task Orders.

7. Provide BLM with invoices for payment as spelled out in Section VI of this agreement.

B. The BLM agrees to:

1. Provide payments to the County up to \$750,000 by individual TO in accordance with Section V, Financial Support, and Section VI, Payments, of this agreement and applicable OMB and Treasury Regulations.

2. Provide substantial involvement for roads related projects by preparing the specifications, completing site identification in the field, and monitoring the work during performance.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect for through FY07, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84.

V. Task Orders (TO).

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

B. Contents. A TO will contain:

1. The specifications or statement of work which specifies what will be performed under this TO.
2. A list of any deliverable items that are required.
3. Any necessary drawings and/or location maps.
4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.
6. Any other detail or information necessary.

VI. Financial Support.

A. This agreement shall be funded each FY based on the availability of BLM funding. The County hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

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

C. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.

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

E. \$750,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay for nor shall the County be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

F. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall the County be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

G. \$750,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement over the life of the agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the County be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

H. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64.

I. Program income for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65.

VII. Payments.

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

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

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

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

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

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

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

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

This recipient is subject Is not subject To Agency Review for payment requests.

IX. Deliverables and Reports.

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

X. Key Officials.

A. Assistance Officer (AO)

Sherry Marshall
Bureau of Land Management
Oregon State Office (OR-952)
P.O. Box 2965
Portland, Oregon 97208
Telephone Number 503-808-6217

B. Assistance Representative (AR)

Aaron Horton
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, Oregon 97504
Telephone Number 541-618-2332

C. Project Inspectors (PI)

Roads: Pat Hill, Telephone No. 541- 618-2243
Digital Orthophotos: Bob Pierle, Telephone No. 541-618-2240
Bureau of Land Management
Medford District
3040 Biddle Road
Medford, Oregon 97504

D. Responsible Official

Susan Slack, County Administrator
Jackson County Courthouse
10 South Oakdale
Medford, Oregon 97501
Telephone Number 541-774-6003

E. Project Managers

Roads: Gerry Douglas
Jackson County Road Maintenance Shop
200 Antelope Road
White City, Oregon 97503
Telephone Number 541-774-6243

Digital Orthophotos: Keith Massie
Jackson County Courthouse
10 South Oakdale
Medford, Oregon 97501
Telephone Number 541-774-6028

XI. Special Terms and Conditions.

A. Order of Precedence

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

B. Modifications

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

C. Procurement Procedures

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

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

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

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

D. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

E. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

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

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

