

FORM 1511-1 United States Department of the Interior  
Bureau of Land Management

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**ASSISTANCE AGREEMENT**

1. AGREEMENT NO.  
HAA022V00

2. TASK ORDER NO.

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**  
 USDI, Bureau of Land Management  
 Post Office Box 2965  
 Portland, OR 97208-2965  
 (503) 952-6227

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT  
**Mr. Ron Breyne**  
 Phoenix School  
 704 S.E. Cass Street  
 Roseburg, OR 97470  
 (541) 673-3036

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE  
**Jake Winn**  
 Bureau of Land Management  
 Roseburg District Office  
 777 NW Garden Valley Blvd  
 Roseburg, OR 97331 (541) 464-3275

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER  
**Ms. Diane Abrao, OYCC Crw Leader**  
 Phoenix School  
 704 S.E. Cass Street  
 Roseburg, OR 97470

8. PROGRAM STATUTORY AUTHORITY  
**F.L. 94-579/P.L. 103-82**

9. STARTING DATE  
**June 1, 2002**

10. EFFECTIVE DATE  
**June 1, 2002**

11. COMPLETION DATE  
**September 30, 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-    | \$ -0- |
| Previous obligation | \$ -      | \$ -0- |
| Total Obligation    | \$ -0-    | \$ -0- |
| Share Ratio         | %         | %      |

14. ACCOUNTING AND APPROPRIATION DATA  
 Project funds will be obligated by individual task orders

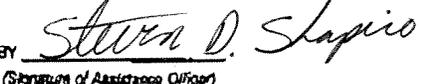
15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES.  
 Provide participants with job training, experience, and development through actual work assignments in the fulfillment of natural resources management projects on public lands. Participants are provided an accredited high school academic program and support services to help them complete their high school diploma requirements or GED. Work assignments are structured to provide learning activities that fulfill outcomes assessed for elective course credit.

6a. NAME AND TITLE OF SIGNER (Type or print)  
**RON P. BREYNE, EXECUTIVE DIRECTOR**

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)  
**Steven D. Shapiro (OR005)**

6b. RECIPIENT  
  
 (Authorized Signature)

16c. DATE SIGNED  
**6/20/02**

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

17c. DATE SIGNED  
**6/25/02**

OREGON YOUTH CONSERVATION CORPS  
AND  
ROSEBURG DISTRICT OF THE BUREAU OF LAND MANAGEMENT

I. Statement of Joint Objectives

A. Purpose

This cooperative agreement (CA) is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office and **Phoenix School Of Roseburg** operating an Oregon Youth Conservation Corps Program for the purpose of providing participants with a high school education, job training, work experience, and workplace skill development through actual work assignments in the fulfillment of natural resources management projects on public lands.

It is also the purpose of the CA to (1) perform, in a cost-effective manner appropriate conservation projects on eligible service lands where such projects will not be performed by existing employees; (2) assist in performing research and public education tasks associated with natural and cultural resources on eligible service lands; (3) expose young men and women to public service while furthering their understanding and appreciation of the Nation's natural and cultural resources; (4) expand educational opportunities by rewarding individuals who participate in national service with an increased ability to pursue higher education or job training; and (5) stimulate interest among the Nation's young men and women in conservation careers by exposing them to conservation professionals in land managing agencies.

B. Objective

The objective is to (1) establish a job training partnership to offer meaningful, productive work for individuals between the ages of 16 and 21, inclusive, in a natural or cultural resource setting; (2) give participants a mix of work experience, basic and life skills, education, training, and support services; and (3) provide participants with the opportunity to develop citizenship values and skills through service to their community and the United States.

The intent is to identify various natural resources management projects, with preference to those project which (1) will provide long-term benefits to the public; (2) will instill, in the enrollees involved, a work ethic and a sense of public service; (3) will be labor intensive; (4) can be planned and initiated promptly; and (5) will provide academic, experiential, or environmental education opportunities. This will include but are not limited to: barrier installations, channel improvements, earth excavations/fillings, enclosures, fire pre-suppression, planting, seeding, sediment control, slope restoration, trail and campground development and maintenance, vegetation removal, and water impoundments. Any and all work shall be of a nature that will assist in training, developing and educating selected young adults in the principles and practices of resource management and conservation.

C. Authority

1. Federal Land Policy and Management Act of 1976 (P.L. 94-579) Section 307(b) states, "Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands."

2. National and Community Service Act of 1990 as amended in 1993 (P.L. 103-82) which allows for the use of qualified Youth or Conservation Corps under any program established by a State or local government, by the governing body of any Indian tribe, or by a nonprofit organization that (a) is capable of offering meaningful, full-time, productive work

for individuals between the ages of 16 and 25, inclusive, in a natural or cultural resource setting; (b) gives participants a mix of work experience, basic and life skills, education, training, and support services; and (c) provides participants with the opportunity to develop citizenship values and skills through service to their community and the United States.

3. Secure Rural Schools and Community Self Determination Act of 2000 (P.L. 106-393 which 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.

#### **D. Benefits**

This CA will support a means of providing safe, educational, and valuable job training and development of programs for corps members, as well as contribute to projects for the public welfare. The Corps is desirous of participating in resource management and conservation programs for the purpose of training, developing, and educating selected persons in the principles and practices of resource management and conservation in accordance with authorities cited herein. 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. Both parties to the CA deem it mutually advantageous that participants in this program broaden and develop the scope of their work experience by providing their services to the BLM.

## II. Definitions

- A. Assistance Officer (AO); means the Bureau of Land Management's Assistance Officer. The AO is the only person authorized to obligate funds, award, modify or terminate this agreement.
- B. Assistance Representative (AR): means the Bureau of Land Management's Assistance Representative. The AR will be designated for the purpose of administering the technical aspects 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.
- C. Bureau: means the Bureau of Land Management (BLM).
- D. CFR: means the Code of Federal Regulations.
- E. Cooperative Agreement: means this cooperative agreement.
- F. Corps: means the Oregon Youth Conservation Corps.
- G. Crew Supervisor: means the Oregon Youth Conservation Corps Crew Supervisor.
- H. Effective Date: means the date of the BLM AO's signature on the Agreement, Task Order (TO), or any modification thereto.
- I. Fiscal Year (FY): means the Federal fiscal year, which extends from October 1 of one year through September 30 of the following year.
- J. Funded Task Order (TO): means the order which is issued by the AO against the CA and contains (1) the authorization to perform a specific task(s), and (2) the maximum Not-To-

Exceed funding amount for which the Corps may be entitled to reimbursement after performance of such task(s) and which is in compliance with the period of performance.

- K. Not-to-Exceed (NTE) Amount: means the maximum Federal funding amount of the BLM's liability.
- L. OMB: means the Office of Management and Budget.
- M. Project Inspector (PI): means the Bureau of Land Management's Project Inspector.
- N. 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. Land located on the Outer Continental Shelf, and
  - 2. Lands held for the benefit of Indians, Aleuts, and Eskimos.

### III. Project Management Plan

A. The Oregon Youth Conservation **Corps (Phoenix School)** agrees to:

- 1. Furnish Corps members that are adequately trained, equipped and clothed to perform work on natural resources management projects. Corps members will be provided in appropriate numbers to perform the work agreed upon in the TO to assure continuity of services.
- 2. Make crews available for 8 hours per day, including travel time, or 40 hours per week, including travel time. The Corps will notify the Project Inspector, when the crew cannot make the work assignment. Also, the Corps will establish communications with the AR for a day-to-day activities report or update. At the end of a work assignment the Corps will report the accomplishments to the Project Inspector.
- 3. Be responsible for the health and safety of all Corps members. Provide portable toilets when in non-remote areas or as otherwise deemed appropriate by the parties.
- 4. Be responsible for Corps members' housing, feeding (if applicable), and transportation to and from the worksite(s), except where negotiated in TO's.
- 5. Take full responsibility for supervision of crew Corps members to assure completion of assigned work projects.
- 6. Remove any Corps member that both parties agree exhibits unsatisfactory performance or conduct at the work site.
- 7. Provide District Directors and Crew Supervisors information that the Corps receives from the BLM as to the designation of the work to be performed and the name(s) of the AR(s) and PI(s) (if applicable), under whose guidance and technical direction the work is to be completed.
- 8. Make available to the BLM personnel, information regarding the policies of the Corps. Copies of such policies shall also be made available.
- 9. Avoid and diminish damage to BLM facilities and equipment that is made available for Corps members' use on BLM projects. Repair or replace any property damaged as a result of the use of BLM facilities or equipment (other than normal wear and tear) will be paid for by the Corps and is limited to the extent authorized by the laws of the

State of Oregon.

B. The Bureau agrees to:

1. Assign a qualified and experienced AR and PI(s) to provide the guidance and technical direction for the Corps Crew Supervisors on all programs undertaken within the terms of this CA. The AR and/or PI will give specific directions as to what and how project work is to be performed, provide technical advice, make necessary corrections or changes in project design, give final approval of project work before the Corps' crews proceed to the next job. The AR shall also notify the Crew Supervisor(s) in the event that the work is not being performed to BLM standards.
2. Provide specialized tools, equipment, and material necessary to perform the project on TO(s) issued under this CA. To maintain all such specialized equipment in a safe and workable condition.
3. Provide advance payments or reimbursements to the Corps in accordance with section VII and VIII (Financial Support and Payments) of this agreement and applicable OMB and Treasury Circulars.

C. It is mutually agreed that:

1. The BLM and the Corps will meet as often as necessary to identify training and development needs and to review work projects to be accomplished under this AC.
2. This CA in no way restricts the BLM or the Corps from participating with other public or private agencies, organizations, and individuals.
3. The specific work to be performed under this CA shall be negotiated by both parties in advance of the issuance of a TO. The Corps shall perform no work without a properly signed TO and shall perform only that work which is in accordance with the TO.
4. Any facilities or land resource developments or improvements under this CA shall be and remain the property of the United States.
5. Insofar as the United States is legally authorized to do so, it shall hold the Corps harmless from any damages or injury resulting from the work designated under each TO. In so doing, the United States does not intend to, nor does it hold said Oregon Youth Conservation Corps 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.
6. Corps members placed under this CA are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have entitlement to any Federal benefits such as insurance, retirements, and leave. The BLM shall have no responsibility for expenses of conservation corps member, for which the Corps has full and exclusive responsibility.
7. Work performed under this CA shall not displace regular employees, impair contracts for services in existence during the course of the CA, or compete with free labor in the production of goods and services.

#### IV. Inspection and Acceptance

The BLM shall either accept or reject completed individual projects within ten days of project completion. In the event of rejection, the BLM shall list the reasons for such rejection and will assist the Corps in its efforts to make the rejected project acceptable. If the BLM fails to either accept or reject a tendered completed project within thirty days from the date of tender, the project shall be deemed accepted.

#### V. Terms of Agreement:

This CA shall become effective on the date of signature of the Bureau AO and shall remain in effect until September 30, 2007 or completion of all task orders, unless terminated in accordance with the provisions of 43 CFR 12.84.

#### VI. Task Orders (TO(s)).

- A. Only funded TOs may be issued.
- B. Issuance: If any TOs are issued they will be issued in writing by the AO and must be signed by both the authorized Corps official and the AO to be effective.
- C. Contents: A TO will contain:
  - 1. The specification or statement of work that will be performed under that specific task order.
  - 2. Any necessary drawings and/or location maps.
  - 3. The delivery schedule or completion time that has been negotiated based on the level of difficulty, site location, etc.
  - 4. A Cost Proposal with a breakdown of itemized costs and a Not-to-Exceed total amount for any funded task order.
  - 5. Any other detail or information necessary.

#### VII. Financial Support:

- A. Each funded TO will specify the Not-to-Exceed (NTE) 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 the Corps be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.
- B. Information on cost sharing IAW 43 CFR 12.64.
- C. The agreed upon fully loaded rate of \$12.21 per corps member hour rate is effective only for the period of fiscal year 2002. This amount is not to exceed the maximum living allowance authorized by section 140(a)(3) of the National and Community Service Act of 1990 for participants in a national service program assisted under subtitle C or title I of such Act (P.L. 103-82). The BLM is authorized to pay not more than 75 percent of the costs of any appropriate conservation project pursuant to this title on public lands by a qualified youth or conservation corps. The remaining 25 percent of the costs of such a project may be provided from non-federal sources in the form of funds, services, facilities, materials, equipment or any combination of the foregoing.

## VIII. Payments:

- A. The Corps 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 the Corps must submit a Federal Cash Transaction Report, SF 272 to the AO 15 working days following the end of each quarter.
- C. 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.
- D. The BLM will not provide funding or reimbursement to the Corps unless authorized in advance by a written, fully executed TO.

## 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 DI105 (Receipt for Property) with the signature of the responsible Corps 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, loaned to the Corps under this CA. The Corps assumes responsibility for any and all property damage and personal injury resulting from the Corps' 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. The Corps 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:

- A. The Corps shall submit an original and one copy of an annual performance report to the AR within 90 days following the end of the year. The performance report must be prepared in accordance with 43 CFR 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.

## XI. Key Officials

- A. Assistance Officer (AO): Steven D. Shapiro, Bureau of Land Management, is the AO for this CA. The AO's telephone number is (503) 952-6227 and mailing address is the Bureau of Land Management, Oregon State Office, P.O. Box 2965, Portland, OR 97208
- B. Assistance Representatives (AR) Jake Winn, Bureau of Land Management, is designated as the AR for the purpose of administering the technical aspects of the CA. The telephone number is (541) 464-3275, mailing address is the Bureau of Land Management, Roseburg District Office, 777 NW Garden Valley Blvd., Roseburg, OR 97470
- C. Project Inspector (PI):

At the time of award of a TO, a Bureau 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 Corps 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 CA.

## XII. Special Terms and Conditions.

### A. Order of Precedence:

Any inconsistency in the CA 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; (e) all CA sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

### B. Modifications:

This CA may be modified by written modification signed by both a Corps official and the AO. Administrative changes (i.e., AO name change) that do not change the project management plan, NTE amount, or otherwise affect the recipient may be signed unilaterally by 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 the CA to the extent that this CA is made with a corporation for the corporation's general benefit.

### D. Section 621 (a) and (b) of the Treasury, Postal Service and General Government Appropriations Act, 1994.

Section 621. (a) No amount of any grant made by a Federal agency shall be used to finance the acquisition of goods or services (including construction services) unless the recipient of the grant agrees, as a condition for the receipt of such grant, to

(1) specify in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(2) express the amount announced pursuant to paragraph (1) as a percentage of the total costs of the planned acquisition.

### E. Minority Business Enterprise/Women-Owned Business Enterprise Utilization Report

The Corps shall submit a MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Other Federal Financial Assistance Report, SF-334 to the AO within 15 days following the end of each Federal fiscal quarter (December 31, March 31, June 30, and September 30) if this agreement involves the procurement of supplies, equipment, construction or services in excess of \$10,000.00.

Awards to women-owned businesses are not required to be reported and the portions of the SF334 relating to women-owned businesses should not be completed.

## 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 OMB, 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 Program is incorporated by reference.
- C. OMB Circular A-110, Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other 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-1953 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-1955 are incorporated by reference.