

# 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. <b>HAA032G00</b>
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 <b>Sherry A. Marshall Bureau of Land Management Oregon State Office – OR952 PO Box 2965 Portland, OR 97208 503-808-6017</b>		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT <b>Pacific: A Garden in the Siskiyou PO Box One Williams, OR 97544 541-846-1100</b>																
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE <b>Jeanne Klein Bureau of Land Management Medford District Office 3040 Biddle Road Medford, OR 97504 541-618-2220</b>		7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER <b>Craig Dent Pacific: A Garden in the Siskiyou PO Box One Williams, OR 97544 541-846-1100</b>																
8. PROGRAM STATUTORY AUTHORITY <b>P.L. 106-393 and P.L. 104-208, Section 124, as amended P.L. 105-277, Section 136</b>		9. STARTING DATE <b>Date of signing (Block 17c)</b>																
10. EFFECTIVE DATE <b>Date of signing (Block 17c)</b>		11. COMPLETION DATE <b>5 Years from date of award (Block 17c)</b>																
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"> <thead> <tr> <th></th> <th>Recipient</th> <th>BLM</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td>\$ <u>0</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>Previous obligation</td> <td>\$ <u>0</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>Total obligation</td> <td>\$ <u>0</u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>Share Ratio</td> <td>_____ %</td> <td>_____ %</td> </tr> </tbody> </table>			Recipient	BLM	This obligation	\$ <u>0</u>	\$ <u>0</u>	Previous obligation	\$ <u>0</u>	\$ <u>0</u>	Total obligation	\$ <u>0</u>	\$ <u>0</u>	Share Ratio	_____ %	_____ %
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14. ACCOUNTING AND APPROPRIATION DATA <b>Funds will be obligated by individual task orders. (ASAP)</b>																		
15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES <b>PACIFICA RESOURCE CONSERVATION AND EDUCATION PROJECT - The purpose of this project is to conduct projects that will work toward advancing resource conservation programs, public information and awareness programs that interpret and disseminate information regarding BLM's multiple use and sustained yield management mandate, and responsible stewardship of our natural resources.</b>																		
16a. NAME AND TITLE OF SIGNER (Type or print) <b>CRAIG E. DENT, EXECUTIVE DIRECTOR</b>		17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) <b>Sherry A. Marshall, Assistance Officer</b>																
16b. RECIPIENT  <small>(Authorized Signature)</small>	16c. DATE SIGNED <b>9/12/03</b>	17b. UNITED STATES OF AMERICA BY <b>Sherry A. Marshall</b> <small>(Signature of Assistance Officer)</small>	17c. DATE SIGNED <b>9/17/03</b>															

## I. Statement of Joint Objectives.

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM), and Pacifica for the purpose of conducting projects that will work toward advancing resource conservation programs, public information and awareness programs that interpret and disseminate information regarding BLM's multiple use and sustained yield management mandate, and responsible stewardship of our natural resources.

B. Objective. The objective of this project is to enter into an agreement with Pacifica to conduct various projects to advance public education of and public access to natural resources.

C. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s):

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

2. Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment  
(Public Law 104-208, Section 124, as amended (Public Law 105-277, Section 136).

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

1. Providing a public service by developing environmentally balanced educational materials that increase the public's understanding and awareness of the relationship between plants and humans.

2. Increasing public awareness and knowledge of the factors relating to watershed health.

3. Providing leadership in innovative resource restoration and conservation efforts through cooperative relationships with private sector organizations and other government agencies

## II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): 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): The BLM's Assistance Representative. The AR will be 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. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

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

G. Pacifica may also be referred to as recipient.

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

I. The Office of Management and Budget (OMB).

J. Project Manager: The recipient's Project Manager.

K. Responsible Official: 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.

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

O. Assistance Ordering Officer (AOO): 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. Pacifica agrees to:

1. Provide support which may include, but not limited to, community outreach and education programs, workforce support, monitoring, project oversight, materials, and project implementation.

2. Provide a quarterly progress report to the AR with the following elements: competed products and project accomplishments.

3. Submit Standard Form 424 and 424A or 424C, whichever is appropriate, with each TO in accordance with Section V, Task Orders.

B. The BLM agrees to:

1. Provide support which may include, but not limited to, field work, site surveys, National Environmental Protect Act documentation, Section 7 Endangered Species Act consultation, permit acquisition, project design and engineering, contract preparation, contract administration, and monitoring.

2. Provide an AR and PI to give guidance and technical direction.

3. Provide payments to Pacifica in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until FY2008, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

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 required deliverable items.

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 or SF-424C, Budge Information – Construction Programs, whichever is appropriate, with a NTE amount for the task.

6. Any other detail or information necessary.

## VI. Financial Support.

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

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

C. \$75,000 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 Pacifica be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

## 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.

VIII. 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 43 CFR, Subpart F, Section 12.930 through 12.937.

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 F, Section 12.951 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.

X. Key Officials.

A. Assistance Officer (AO)  
Sherry A. 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)  
Jeanne Klein  
Bureau of Land Management  
Medford District Office  
3040 Biddle Road  
Medford, Oregon 97504  
Telephone Number 541-618-2220
- C. Project Inspector (PI)  
Project inspector will be appointed at time of task order
- D. Responsible Official  
Craig Dent  
Pacifica: A Garden in the Siskiyou  
P.O. Box One  
Williams, OR 97544
- E. Project Manager  
Same as above.

#### 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 Pacifica 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.

#### E. 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-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. 31 U.S.C. 1352, Certification Regarding Lobbying 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. 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.

H. 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.

I. 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.

J. 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.