

Form 1511-1

(February 1989) United States Department of the Interior
Bureau of Land Management

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. HAA032K00																
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 Sherry A. Marshall Bureau of Land Management, Oregon State Office P. O. Box 2965 Portland, OR 97208 503-808-6217	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Paul Wyntergreen, City Administrator City of Jacksonville P.O. Box 7 Jacksonville, OR 97530 541-899-1231															
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Kristi Mastrofini Bureau of Land Management, Medford District 3040 Biddle Road Medford, OR 97504 541-618-2384	7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER Paul Kangas City of Jacksonville P.O. Box 7 Jacksonville, OR 97530 541-773-8845															
8. PROGRAM STATUTORY AUTHORITY: See I.C.	9. STARTING DATE: Date set forth in Block 17c															
10. EFFECTIVE DATE Date set forth in Block 17c	11. COMPLETION DATE: 5 years from date of award															
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)	13. FUNDING INFORMATION <table border="1"> <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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Previous obligation	\$ _____	\$ _____														
Total obligation	\$ _____	\$ _____														
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:

JACKSON CREEK WATERSHED RESTORATION

Actions under this agreement will improve the current watershed conditions in the Jackson Creek Watershed.

16a. NAME AND TITLE OF SIGNER (Type or print) PAUL WYNTERGREEN, CITY ADMINISTRATOR		17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) Sherry A. Marshall	
16b. RECIPIENT  (Authorized Signature)	16c. DATE SIGNED 6/19/03	17b. UNITED STATES OF AMERICA BY <u>Sherry A. Marshall</u> (Signature of Assistance Officer)	17c. DATE SIGNED 6/23/03

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, State Office (BLM), and the City of Jacksonville (COJ), for the purpose of facilitating cooperation between the COJ and the BLM in implementing a watershed restoration. The Jackson Creek Watershed Restoration projects developed by the City of Jacksonville in cooperation with Medford District BLM were recommended for approval by the Medford District Resource Advisory Committee on October 10, 2002, and approved for the use of Title II funds from the *Secure Rural Schools and Community Self Determination Act of 2000* by the Medford District Manager on November 22, 2002.

The Bureau of Land Management 2001 West Bear Creek Watershed Analysis, which includes analysis of Jackson Creek Watershed, provides recommendations for the restoration and maintenance of watershed conditions. The purpose of this cooperative agreement is to facilitate cooperation between the City of Jacksonville and the BLM to implement restoration of the Jackson Creek Watershed consistent with Medford District Resource Management Plan Objectives and Management Actions/Direction and the Bear Creek Watershed Analysis Recommendations. Actions implemented under this agreement will be developed in cooperation and with oversight from BLM for the purpose of improving watershed health. Implementation of watershed restoration on City of Jacksonville lands will contribute to the achievement of mutual BLM and City of Jacksonville objectives to improve watershed conditions and water quality in the Jackson Creek Watershed.

B. Objective. This agreement allows for close cooperation between the BLM and COJ to better accomplish mutually desirable objectives i.e., water quality improvements and fire suppression access. This agreement provides for the completion of the road maintenance and erosion control project to reduce erosion and sediment production to Jackson Creek. Projects also provide for maintenance of access to BLM lands.

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

Secure Rural Schools and Community Self Determination Act of 2000, PL 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.

D. Benefits. Reduce sediment entering Jackson Creek, and improve access to City and BLM lands. Projects will contribute to the achievement of mutual BLM and City of Jacksonville objectives to improve water quality in Jackson Creek and to maintain access for fire suppression.

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. BLM: means the Bureau of Land Management; may also be referred to as Bureau.

E. CFR: means Code of Federal Regulations.

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

G. The City of Jacksonville (COJ) may also be referred to as recipient.

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

I. OMB means the Office of Management and Budget (OMB).

J. Project Inspector (PI): 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 COJ's representative any special instructions or guidance 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: The Recipient's Project Manager

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

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

III. Project Management Plan.

A. The City of Jacksonville 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 COJ.
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 or 424C with each TO in accordance with Section V, Task Orders.

B. The BLM agrees to:

1. Provide City of Jacksonville Project Manager with contract specifications to include as project design features for meeting Best Management Practices and achieving Oregon Water Quality Standards.
2. Provide an AR and PI to give guidance and technical direction.
3. Provide payments to the City of Jacksonville in accordance with Section V, Financial Support, and Section VI., 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 2008, 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 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 by issuance of TOs based on the availability of BLM funding. The City of Jacksonville 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. \$300,000 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 City of Jacksonville 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.

VI. Payments.

A. Electronic Funds Transfer Payments

1. 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)).

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient 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
PO Box 25047
Denver, CO 80225-0047

3. 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.

B. The City of Jacksonville 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 F, Section 12.922 and 12.952.

C. If advance payments are made the City of Jacksonville must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

D. 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.

VII. 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.

VIII. 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.

IX. Key Officials.

A. Assistance Officer (AO)

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

B. Assistance Representative (AR)

Kristi Mastrofini
Bureau of Land Management - Medford District Office
3040 Biddle Road
Medford, OR 97504
Telephone Number 541-618-2384

C. Project Inspector (PI)

John Samuelson
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, OR 97504
Telephone Number 541-618-2313

D. Responsible Official

Paul Wyntergreen, City Administrator
City of Jacksonville
P.O. Box 7
Jacksonville, OR 97530
(541) 899-1231

E. Project Manager

Paul Kangas
City of Jacksonville
P.O. Box 7
Jacksonville, OR 97530
(541) 773-8845

X. 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; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications

This agreement may be modified by written agreement signed by both a City of Jacksonville Responsible 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

XI. 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. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate II (Grantees Who are Individuals) and completed Form DI-2010 are incorporated by reference.

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

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

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

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

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

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

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

K. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply

that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

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