

Form 1311-1
(February 1999)

United States Department of the Interior
Bureau of Land Management

ASSISTANCE AGREEMENT

PAGE 1 OF 10 PAGES

1. AGREEMENT NO.
HAA032P00

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 its obligations with all the enclosed terms, conditions, and documents attached herein.

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Yuri Yoshida Bureau of Land Management Oregon/Washington State Office P.O. Box 2965 Portland, Oregon 97208 503-808-6229 phone 503-808-6312 fax		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Tri-County Cooperative Weed Management Area, for the Blue Mtns Forest Health Demo Area Noxious Weeds Program Attn: Dan Durfey, Director 1995 Third St. Baker City, OR 97814 541-523-0618 phone																
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Mike Woods, Natural Resources Specialist Bureau of Land Management, Vale District 3165 10 th St. Baker City, OR 97814 541-523-1302 phone 541-523-1965 fax		7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER Mark Porter, Rangeland Stewardship Coordinator Wallowa Resources P.O. Box 274 Enterprise OR 97828 541-426-8053 541-426-9053 fax																
8. PROGRAM STATUTORY AUTHORITY FLPMA & P.L. 105-277, Sec. 136)		9. STARTING DATE See date in Block 17c																
10. EFFECTIVE DATE See date in Block 17c		11. COMPLETION DATE September 30, 2007																
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>Receives</th> <th>FOR FY2003 BLM</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td>\$ <u>125,000</u></td> <td>\$ <u>90,000</u></td> </tr> <tr> <td>Previous obligation</td> <td>\$ <u> </u></td> <td>\$ <u>0</u></td> </tr> <tr> <td>Total obligation</td> <td>\$ <u>125,000</u></td> <td>\$ <u>90,000</u></td> </tr> <tr> <td>Share Ratio</td> <td><u>58</u> %</td> <td><u>42</u> %</td> </tr> </tbody> </table> Does not include private landowner \$\$ received by recipient for joint projects			Receives	FOR FY2003 BLM	This obligation	\$ <u>125,000</u>	\$ <u>90,000</u>	Previous obligation	\$ <u> </u>	\$ <u>0</u>	Total obligation	\$ <u>125,000</u>	\$ <u>90,000</u>	Share Ratio	<u>58</u> %	<u>42</u> %
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14. ACCOUNTING AND APPROPRIATION DATA For 2003: \$90,000 = (OR030 1020 BS WEED \$15,000) (OR030 1020 JD WEED \$25,000) (OR 030 1030 MK WEED \$10,000) (OR 030 2822 JD N1398 \$35,000) (OR 030 1770 BLDP \$35,000)																		
15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVE Coordinated Cost Share Weed Management in the Grande Ronde River Watershed as part of the Blue Mountains Demonstration Area																		
16a. NAME AND TITLE OF SIGNER (Type or print) Dan Durfey Tri-County Director		17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) YURI YOSHIDA																
16b. RECIPIENT Dan Durfey (Authorized Signature)	16c. DATE SIGNED 9/22/03	17b. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Assistance Officer)	17c. DATE SIGNED 9/22/03															

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon/Washington State Office (BLM), and Tri-County Coordinated Weed Management Area, a local unit of county government, for the purpose of conducting and coordinating weed management activities on public lands within the Baker Resource Area, Vale District.

B. Objective. To inventory, treat, and monitor noxious weed infestations on public lands within the Lower Grande Ronde River Watershed which is primarily in Wallowa County in Oregon and Asotin County in Washington; in coordination and cooperation with the Counties, both the Wallowa-Whitman and Umatilla National Forests, Oregon Dept. of Agriculture, Oregon Dept. of Fish and Wildlife, Div. of State Lands, and private land owners.

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. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).
2. Wyden Amendment under the Omnibus Consolidated Appropriations Act of 1997 (PS 104-208, Section 124), as amended (PL 105-277, Section 136).

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

1. Efficient, coordinated, cooperative weed management actions that results in cost savings to all participants.
2. Increased public awareness and education of the serious nature of the noxious weed problems in Northeast Oregon and Southeast Washington.
3. Compliance with Federal State and local laws, regulations, and policies regarding noxious weed control and management.

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. Wallowa Resources 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 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 Wallowa Resources 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: 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 recipients 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.

N. 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.

O. BMDA: Blue Mountains Demonstration Area. Established by the Governor of Oregon, USFS and BLM in June, 1999.

P. Wallowa Resources: The recipient, which is a 503(c) non-profit organization chosen to coordinate certain weed management activities for the federal, state, and counties within the Blue Mountain Demonstration Area.

III. Project Management Plan.

A. Wallowa Resources agrees to:

1. Perform work assigned and specified in annual task orders for noxious weed control

activities.

2. Coordinate weed management activities with the Baker Resource Area Field Office, Vale District.
3. Coordinate activities with other state and federal and county agencies that are parties to BMDA and private landowners. Set up and conduct joint projects for the efficient use of resources and to optimize accomplishments.

B. The BLM agrees to:

1. Meet and develop an annual plan of work with the Wallowa Resources staff for projects on public lands no later than April 1st of each year.
2. Monitor work progress and coordinate activities with Wallowa Resources.
3. Meet to review accomplishments at the end of each field season but no later than December 1st of each year.
4. Provide payments to Wallowa Resources 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 for the remainder of FY 2003, unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84. This agreement may be renewed for subsequent FYs (NTE a total of five), subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement.

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 September 30, 2007, 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 by issuance of TOs based on the availability of BLM funding. Wallowa Resources 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. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall Wallowa Resources 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 C, Section 12.64.

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

VII. 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 Wallowa Resources shall be entitled to reimbursement or advance payment at least

quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.61 and 12.81.

C. If advance payments are made Wallowa Resources 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.

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 C, Section 12.71 through 12.74.

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)

Yuri Yoshida
Bureau of Land Management
Oregon/Washington State Office
P.O. Box 2965
Portland Oregon 97208
Telephone: 503-808-6229

B. Assistance Representative (AR) and Project Inspector (PI)

Mike Woods, Natural Resources Specialist
Bureau of Land Management, Vale District
3165 10th St.
Baker City OR 97814
Telephone: 541-523-1302

C. Responsible Official

Dan Durfey, Director
Tri-County CWMA
1995 Third St.

Baker City, OR 97814

D. Project Manager

Mark Porter, Rangeland Stewardship Coordinator
Wallowa Resources
P.O. Box 274
Enterprise, OR 97828
Telephone: 541-426-8053
Fax: 541-426-9053

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 Wallowa Resources 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.