

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.
HAA033B00

2. TASK ORDER NO.

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

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER
Steve Shapiro
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-808-6227

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT
Wildlife Safari
P.O. Box 1600
Winston, OR 97496
541-679-6761

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE
Jake Winn
Bureau of Land Management
Roseburg District
777 NW Garden Valley Blvd
Roseburg, Oregon 97470
541-464-3275

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER
~~Joe Montisano~~ Steve Barnhart
Wildlife Safari
P.O. Box 1600
Winston, OR 97496
541-679-6487, Ext. 204

8. PROGRAM STATUTORY AUTHORITY Federal Land Policy Mgmt. Act of 1976 (FLPMA), P.L. 94.579, and 16 U.S.C. 4601-4605
Secure Rural Schools and Community Self Determination Act of 2000, P.L. 106-393

9. STARTING DATE November 30, 2002

10. EFFECTIVE DATE Date set forth in block 17c.

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	\$ 0
Total obligation	\$ 0	\$ 0
Share Ratio	%	%

14. ACCOUNTING AND APPROPRIATION DATA:

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES:

Wildlife Safari Science Zone - Development of a program of science-based natural resource education.

16a. NAME AND TITLE OF SIGNER (Type or print)

Steve Barnhart, Executive Director/

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

Steven D. Shapiro

16b. RECIPIENT

(Authorized Signature)

16c. DATE SIGNED
CEO
3/04/2003

17b. UNITED STATES OF AMERICA

BY Steven D. Shapiro
(Signature of Assistance Officer)

17c. DATE SIGNED

3/11/03

I. Statement of Joint Objectives

A. Purpose. This Challenge Cost Share Assistance Agreement (AA) is made and entered into by the United States Department of the Interior (USDI), Bureau of Land Management (BLM) and the Wildlife Safari, a non-profit corporation. The Wildlife Safari will develop a program, called the Science Zone, of science-based natural resource education at their facilities located Winston Oregon, which will enable the students to conduct environmental monitoring of natural resource field projects.

B. Objective. The Science Zone will train 20 student volunteers to conduct monitoring for natural resource projects. The Wildlife Safari will recruit students from Douglas County High Schools and provide 24 hours of classroom training in math and science as well as field demonstrations. After completing this portion of the training, the students will conduct actual monitoring of natural resource projects, applying the skills they have learned. The Wildlife Safari has the capability and the interest, and is prepared to take the lead, in planning and implementing the program. In addition, volunteer facilitators and program instructors have been recruited from a diverse group of resource professionals and individuals, including the Bureau of Land Management and the US Forest Service.

The project is intended to promote understanding of scientific and ecological principles in young people, specifically by instilling:

- A deeper understanding of the science of ecology;
- Enhanced science skills necessary to solve complex problems;
- A stronger desire to think creatively and critically;
- A greater respect for themselves and their environment.

BLM direction and communication from the agency's Director have emphasized the use of its highly trained resource professional workforce to inform the public about ecosystem and watershed management issues and conservation. This partnership supports this direction by providing programs and materials to educate students about and promote the stewardship of forests, wildlife, water, fish, and other resources.

C. Authorities.

- Federal Land Policy and Management Act of 1976 (FLPMA) (P.L. 94-579)
- 1991 Appropriations Act, P.L. 101-512, which provides challenge cost share authority.
- Take Pride in America Program, 16 U.S.C. 4601.
- Secure Rural Schools and Community Self-Determination Act of 200, P.L. 106-393

D. Benefits. Neither the BLM or the Wildlife Safari possess all the technical expertise, finances or other resources to fully implement the education program independently. The BLM does not have staff or capability to efficiently establish and coordinate the program.

The BLM can provide access to facilities as well as some support for materials, equipment and staff with biological and resource expertise. The Wildlife Safari can provide educational program coordination and management, technical skills related to development and delivery of science education and media, and the ability to conduct independent fund raising and oversight of program financial management but lacks sufficient funding. Both organizations benefit by the synergy created to produce a more effective, meaningful and cost effective education program.

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. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement 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 that 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: The Bureau of Land Management. May also be referred to as Bureau.

E. CFR: The Code of Federal Regulations.

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

G. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount for Task Orders.

H. Project Inspector (PI): The BLM project inspector. BLM's designated employee responsible for providing the Foundation representative any special instructions, guidance or training necessary to complete or perform the work. The PI is not authorized to issue changes or in any way modify the agreement.

III. Project Management Plan.

A. The Wildlife Safari agrees to:

1. Continue to develop, refine and revise current environmental education materials and curriculum for the Science Zone in cooperation with the BLM. This includes development, publication and distribution of data sheets, in-class information/preparation materials, and post-trip materials.

2. Provide a volunteer and paid staff workforce for assisting in implementing education activities at Wildlife Safari facilities.
3. Provide at least one dedicated staff member responsible for program coordination, implementation and operation, volunteer training and coordination, scheduling, safety and supervision of school groups.
4. Provide funding and other assistance to allow certain qualifying schools with insufficient transportation funding to participate in the program.
5. Contact, promote and coordinate schools, teachers and classes, arranging all details of the Science Zone program scheduling (pre-trip, on-site and post-trip.)
6. Conduct and submit to the BLM a formal annual evaluation of all aspects of the education program. Monitor the program on a continuous basis, and make corrections and improvements to the program as needed.
7. Give presentations to schools and cooperators to encourage participation. Assist in developing communication materials (e.g. slide presentations; videos, web-based materials, brochures, instructional materials, maps and posters) describing the program for distribution by the BLM.
8. Continue to develop opportunities for program outreach and coordination with other organizations.
9. Records and Accounting
 - a. The Wildlife Safari shall conduct its fiscal operations in accordance with Generally Accepted Accounting (GAAP) and business practices, utilizing purchase orders, receipts, invoices and inventory records as appropriate.
 - b. The Wildlife Safari shall submit to the AR, annually within 90 days of the calendar year, a complete financial report, including an activities report specific to the BLM. The report shall be accompanied by a written summary of activities for the year.
 - c. The records of the Wildlife Safari are subject to review in accordance with Office of Management and Budget Circular A-110.

B. The BLM agrees to:

1. Provide funding to the Wildlife Safari, not to exceed the amount shown in the annual Financial Plan and subject to the availability of funds.
2. Provide technical (biological/physical) science expertise, program review and advice. If possible, allow BLM staff and resource professionals to be available from time-to-time to assist in facilitation or instruction of the program.

3. Provide opportunities and access to projects on BLM administered lands that will provide learning opportunities for the students in the Science Zone.
4. Supply, to the extent that funds allow, materials and equipment needed for the education program.

C. Jointly, the parties to this agreement agree to:

1. An annual Financial Plan will be prepared by September 15 and incorporated into this agreement by modification.
2. This agreement in no way restricts the BLM or the Wildlife Safari from participating with other public or private agencies, organizations, and individuals.
3. Either party upon mutual agreement, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as is possible.
4. BLM and the Wildlife Safari will be acknowledged in materials curriculum and other educational or promotional materials produced by the Wildlife Safari.
5. Work performed under this agreement shall not displace regular employees, impair contracts for services in existence during the course of this agreement, or compete with free labor in the production of goods and services.
6. Wildlife Safari members or employees utilized under this AA are not Federal employees for the purposes of laws administered by the Office of Personnel Management (OPM) and do not have entitlement to any Federal benefits such as insurance, retirements and leave. The BLM shall have no responsibility for expenses of Wildlife Safari members or employees.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect thru September 30, 2007, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961.

V. Financial Support.

A. This agreement shall be funded by issuance of Task Orders based on the availability of BLM funding. The Wildlife Safari 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. Task Orders will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall the Wildlife Safari 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.

VI. Task Orders

A. Task orders may be undertaken as part of this AA. Providing services in an efficient and cost effective manner is beneficial to both the Wildlife Safari and the BLM. In order to meet this goal, the parties may, annually, develop a task order specifying certain functions or services that the Wildlife Safari will provide to the BLM in exchange for funds provided by the BLM.

B. A task order may be modified by agreement of the parties at any time during the year in order to meet changing needs. If any task orders are issued or modified they will be issued in writing by the AO and must be signed by the Director of The Wildlife Safari and the AO to be effective.

C. A task order will contain:

1. A statement of work that details the goods, services and/or personnel that will be provided under the task order.
2. Any necessary drawings and/or location maps.
3. The delivery schedule, completion time, type/amount of work to be performed, and start/end dates for personnel which have been negotiated.
4. A cost proposal with a breakdown of itemized costs and not-to-exceed total amount.
5. Any other detail or information necessary.

VII. Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the BLM 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

B. The provisions of 43 CFR Subpart F, Section 12.922 and 12.952, shall govern payments.

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)

Steven D. Shapiro, OR952
Bureau of Land Management
333 S.W. First Avenue
Portland, OR 97204
503-808-6227

B. Assistance Representative (AR)

Jake Winn
Bureau of Land Management
Roseburg District Office
777 NW Garden Valle Blvd
Roseburg, OR 97470
541-464-3275

C. Director - The Wildlife Safari

Joe Montisano
Wildlife Safari
P.O. Box 1600
Winston, OR 97496
541-679-6487, Ext. 204

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

B. Modifications: This agreement may be modified by written agreement signed by both a Wildlife Safari responsible official and the Assistance Officer. Administrative changes (e.g. AO name change) that 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 agreements 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 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 are 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. 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. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

G. 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.

H. Compliance with Buy America 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.

I. **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.

J. **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.

K. **Increasing Seat Belt Use in the United States Provision.** 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.