

ASSISTANCE AGREEMENT

1. AGREEMENT NO.

HAA033W00

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
Oregon State Office, OR 952
PO Box 2965
Portland, OR 97208
(503)808-6227
e-mail: Steve_Shapiro@or.blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Tom Bedell, Chairman of the Board
Benton Soil and Water Conservation District
305 SW C Avenue, Suite 2
Corvallis, OR 97333
(541)-753-7208
e-mail: bentoncd@peak.org

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Randy Gould, USDI, Bureau of Land Management
Salem District
1717 Fabry Rd. SE
Salem, OR 97306
(503)375-5682
e-mail: Randy_Gould@or.blm.gov

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

Donna Schmitz, Watershed Technical Specialist
Benton Soil and Water Conservation District
305 SW C Avenue, Suite 2
Corvallis, OR 97333
(541)753-7208
e-mail: bentoncd@peak.org

8. PROGRAM STATUTORY AUTHORITY

PL 94-579, Section 307(b), PL 106-393

9. STARTING DATE

See Block 17c

10. EFFECTIVE DATE

See Block 17c

10. COMPLETION DATE

Five (5) years from date in Block 17c.

12. TYPE OF RECIPIENT (Check one)

- STATE
- LOCAL GOVERNMENT
- INDIAN TRIBAL GOVERNMENT
- EDUCATIONAL INSTITUTION
- INDIVIDUAL
- FOR-PROFIT ORGANIZATION
- NON-PROFIT ORGANIZATION
- OTHER (Specify) Soil & Water Conservation District

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ 6,000	\$ 40,239.00
Previous obligation	\$ 0.00	\$ 0.00
Total Obligation	\$ 6,000	\$ 40,239.00
Share Ratio	8 %	55.5 %

14. ACCOUNTING AND APPROPRIATION DATA

OR085 5892BV SB07 252Z \$40,239.00

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

FISH PASSAGE & HABITAT ASSESSMENT PROGRAM

SEE CONTINUATION PAGES

	Benton County	ODFW
This obligation	\$ 24,000	\$ 1,800.00
Previous obligation	\$ 0.00	\$ 0.00
Total Obligation	\$ 24,000	\$ 1,800.00
Share Ratio	34 %	2.5 %

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

Thomas E. Bedell, Chairman
Board of Directors

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER

(Type or print)
Sherry A. Marshall
STEVEN SHAPIRO

16b. RECIPIENT

Thomas E. Bedell

(Authorized Signature)

16c. DATE SIGNED

12/20/02

17b. UNITED STATES OF AMERICA

BY *Steven D. Shapiro*

(Signature of Assistance Officer)

17c. DATE SIGNED

1-6-03

**Fish Passage and Habitat Assessment Program
Benton Soil and Water Conservation District
Project Plan**

Time Period	Activity	Estimated Cost
January 15, 2003 To April 15, 2003	<ul style="list-style-type: none"> ➤ Continue to gather existing fish passage information from federal, state, county and local agencies and private landowners ➤ Enter information into GIS database ➤ Locate stream and road crossings on updated maps. ➤ Conduct field work to assess fish passage barriers as needed ➤ Work with partners to prioritize fish passage barrier information for several sub-watersheds in Benton County ➤ Assist Benton SWCD project manager and partners in development of preliminary project priorities list, in order to secure funding for fish passage barrier projects to be completed in 2004. ➤ Print out updated maps. 	\$13,413.00
April 15, 2003 To July 15, 2003	<ul style="list-style-type: none"> ➤ Develop interactive web page on Benton SWCD web page with links to Project Partners and useful fish passage barrier information ➤ Conduct various education and outreach activities to watershed councils, local schools. Solicit assessment volunteers. Train individuals in fish passage barrier assessments ➤ Conduct fish passage barrier assessments in the field. 	\$13,413.00
July 15, 2003 To October 15, 2003	<ul style="list-style-type: none"> ➤ Conduct fish passage barrier assessments in the field. ➤ Conduct education and outreach activities to recruit volunteers and private landowners to assess private fish passage barriers. ➤ Update web site. ➤ Print out updated project maps and database files. ➤ Produce report and maps to Bureau of Land Management of activities conducted since 1-15-2003 	\$13,413.00

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into for the purpose of facilitating cooperation between Benton Soil and Water Conservation District and the BLM in identifying, prioritizing and planning fish passage and stream restoration projects to make most efficient use of available watershed restoration dollars in watersheds in Benton County. The agreement would allow for funding of future restoration projects that are identified as a result of this and other inventories and/or analyses and hence would be for a period of five years.

B. Objective. This agreement provides for funding of the Fish Passage and Habitat Assessment Program For Benton County, which includes the following elements:

- Provide salary for a full time Benton SWCD Fish Passage Program Coordinator to implement the program.
- Gathering existing fish passage information from federal, state, county and local agencies and private landowners.
- Entering Data into GIS database to be utilized for analysis and mapping.
- Production of maps that identify stream crossings, locations of different types of stream structures that may potentially impede fish passage, as well as verified fish passage barriers, and stream habitat quality.
- Prioritize and recommend strategy for removal of fish passage barriers with cooperating agencies and private landowners.
- The overall objective would be to aid in the recovery of the overall aquatic systems in Benton County as well as improve the prospects for viable healthy populations of resident and anadromous fish.
- In addition to funding of the Fish Passage and Habitat Assessment Program, this agreement would facilitate the implementation of future projects approved by the Salem District Resource Advisory Committee and funded by Title II of Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law, 106-393). Task orders for future projects could be added to this agreement.

Reference also June 14, 2002 Project Application for Fish Passage and Habitat Assessment Program for Benton County (Attached).

C. Authority.

1. Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).
2. Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law, 106-393) hereinafter referred to as "County Payments" legislation.

D. Benefits.

Benefits would be a more coordinated approach to restoration efforts in watersheds in Benton County. The public would benefit by the reduction in duplicate efforts being performed by various agencies and private landowners. Approximately one fourth of lands in Benton County are comprised of BLM and USFS administered lands. The federal land ownership is a checkerboard mix; this project will support a more integrated approach to fish passage improvement on public and private lands by providing comprehensive data on barriers throughout stream systems. Private landowners would benefit by having fish passage problems identified on their lands, which otherwise would not be identified in such a coordinated fashion. Fish species in the affected watersheds would benefit by the eventual reduction in barriers to fish migration, spawning habitat, and rearing habitat that currently exist. This could improve the viability of resident and anadromous fish species in the watersheds affect.

Coho Salmon, which are listed as threatened under the Endangered Species act and hence managed under the auspices of the National Marine Fisheries Service, will benefit and hence a federal resource will benefit in this manner as well.

II. Definitions.

- A. Agreement: means this cooperative agreement.
- B. Assistance Officer (AO): means 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.

HAA033W00

Page 4 of 13

C. Assistance Representative (AR): means 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): means the Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

G. Benton SWCD may also be referred to as recipient.

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

I. OMB: means Office of Management and Budget.

J. Project Inspector (PI): means 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 Project Manager 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: means the recipient's Project Manager.

L. Responsible Official: means 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): means the order that is issued against the agreement to obligate funds for specific services or work to be accomplished.

N. Assistance Ordering Officer (AOO): means the BLM's Assistance Ordering Officer. 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 agreement. 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.

III. Project Management Plan.

A. Benton SWCD 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. Notify BLM a minimum of 7 days prior to the commencement of work and then immediately following the halting of work.
3. Provide a Project Plan to the AR, with associated estimated costs, to provide a basis on which payment will be made once the work is complete.
4. Perform work in accordance with established engineering practices and in accordance with Oregon OSHA requirements.
5. Provide BLM with invoices for payment that tracks the above project plan and includes the following:
 - Name and address of contractor and invoice date.
 - Agreement Number.
 - Description, quantity, unit of measure, unit price.
 - Name, title, phone #, and address of person to be notified in event of a defective invoice.
 - Other substantiating documentation or information as desired.

In order for payment to proceed as spelled out in section VI of this agreement, invoices will be submitted to the Assistance Representative listed in Block 4 of the cover sheet of this agreement.

6. Benton SWCD will provide overall project management responsibilities.

B. The BLM agrees to:

1. Assist SWCD in complying with any monitoring and/or auditing requirements that arising from implementation of this project utilizing County Payments legislation authorization.
2. Provide payments to SWCD 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 for a period of five years, until allocated funds are fully utilized, or unless terminated in accordance with the provisions of 43 CFR Subpart C, Section 12.84. This agreement may be renewed and/or amended for subsequent approved phases

HAA033W00

Page 6 of 13

Section 12.84. This agreement may be renewed and/or amended for subsequent approved phases of the subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement.

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 that will be performed under that specific 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 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 SWCD hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.

C. \$40,239 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay for nor shall SWCD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64. Anticipated support and/or in-kind support by partners, including BLM, to this agreement for this project:

BLM	\$40,239
Benton County Public Works-Engineering	\$11,700
Benton County GIS Program	\$ 4,700
Benton County Surveying	\$ 4,400
Benton County Motor Pool	\$ 3,600
Benton Soil and Water Conservation District	\$ 6,000
ODFW	\$ 1,800

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)). (Forms Attached).

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 SWCD 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, the SWCD 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.

- A. A detailed project plan, submitted to AR, no later than January 15, 2003.
- B. GIS coverages and associated databases developed as a result of performed inventories.
- C. Copies of maps produced as a result of the project, including any layouts or plot files produced utilizing the GIS system.
- D. Copy of report that summarizes restoration recommendations and priorities in the affected watersheds.
- E. Monitoring report that complies with Section 203 (b) (6) of PL 106-393.

X. Key Officials.

A. Assistance Officer (AO)

Steven D. Shapiro
USDI, Bureau of Land Management
Oregon State Office, OR952
PO Box 2965
Portland, OR 97208
(503) 808-6227

B. Assistance Representative (AR)

Randy Gould
Bureau of Land Management
Salem District
1717 Fabry Rd SE
Salem, OR 97306
(503) 375-5682

C. Project Inspector (PI)

Steve Cyrus
Bureau of Land Management
Salem District
1717 Fabry Rd SE
Salem, OR 97306
(503) 315-5988

D. Responsible Official

Tom Bedell, Chairman of the Board
Benton Soil and Water Conservation District
305 SW C Avenue, Suite 2
Corvallis, OR 97333
Phone (541) 753-7208
Fax (541) 928-9345
Email bentoncd@peak.org

E. Project Manager

Donna Schmitz
Benton Soil and Water Conservation District
305 SW C Avenue, Suite 2
Corvallis, OR 97333
Phone (541) 753-7208
Fax (541) 928-9345
Email bentoncd@peak.org

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 the Recipient 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

HAA033W00

Page 11 of 13

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. 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. 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.

- L. **Cooperative Agreement Provision.** Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 1998, 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.

- M. **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.