

1511-1
 (February 1989) United States Department of the Interior
 Bureau of Land Management

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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.
HAA039H00

2. TASK ORDER NO.

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

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER
 Marguerite Cape
 Salem District Office
 1717 Fabry Rd SE
 Salem, Oregon 97306
 (503) 375-5674

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT
 Randy Wharton
 Nestucca Valley High School-Principle
 P.O. Box 38
 Cloverdale, Or 97112
 (503) 392-3194 ext 220

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE
 Mike Allen
 Salem District Office, TRA
 4610 3rd St.
 Tillamook, Or 97141
 (503) 815-1126

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER
~~Kelli Ramsey~~ **Jody Cyr**
 Nestucca Connections-Project Leader
 P.O. Box 38
 Cloverdale, Or 97112
 (503) 392-3194 ext 235

8. PROGRAM STATUTORY AUTHORITY PL 94-579, Sec. 307(b), PL 106-393, PL 104-208, Sec. 124

9. STARTING DATE Same as block 17c

10. EFFECTIVE DATE Same as block 17c

11. COMPLETION DATE Through September 30, 2003

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	\$ <u>0.00</u>	\$ <u>0.00</u>
Previous obligation	\$ <u>0</u>	\$ <u>0.00</u>
Total obligation	\$ <u>0.00</u>	\$ <u>0.00</u>
Share Ratio	<u> </u> %	<u> </u> %

14. ACCOUNTING AND APPROPRIATION DATA

ASAP

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

Nestucca Valley School District-Nestucca Connections
 Provide educational opportunities to high school students and accomplish on the ground work for BLM.

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

Roger Rada, Superintendent

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

STEVE SHAPIRO - AO

16b. RECIPIENT

[Signature]
 (Authorized Signature)

16c. DATE SIGNED

9/10/2003

17b. UNITED STATES OF AMERICA

BY *[Signature]*
 (Signature of Assistance Officer)

17c. DATE SIGNED

9/15/03

I. Statement of Joint Objectives

A. Purpose.

The purpose of this Assistance Agreement is to facilitate cooperative efforts by BLM and the Nestucca Valley School District in providing high school students educational experiences tied to ecology and natural resource management, while accomplishing valuable resource management work on public lands.

B. Objective.

Nestucca Connections is a collaborative natural resource education and management program between the BLM, Tillamook Resource Area, of the Salem District and the Nestucca Valley School District (NVSD). A primary goal of the BLM in Adaptive Management Area (AMA) activities is to experiment with new ways of doing business. This agreement will allow students at Nestucca Valley School the ability to carry out curriculum-related work assignments on BLM-administered public lands and receive academic credits for their participation in the program.

These projects may include through the use of Task Orders:

1. Participate in layout of timber sales including: Running Profiles for yarder operations, marking of riparian and no cut buffers, GPS mapping of stream origins and skid roads, course woody debris (CWD) and riparian large woody debris (LWD) surveys.
2. Brush removal and fence maintenance.
3. Monitoring of in-stream restoration projects.
4. Monitoring of riparian areas; tree growth, species composition, and browsing assessments.

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. Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law, 106-393) hereafter referred to as "County Payments" legislation.
3. Take Pride in America Program, 16 U.S.C. 4601.

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

1. Provide high school students with educational experiences tied to ecology and natural resource management, while accomplishing valuable resource management work on public lands. This work will occur through a school-year program, in which students will carry out curriculum-related work assignments on BLM-administered public lands and receive credits and learn

valuable skills for their participation in the 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 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 that extends from October 1 of one year through September 30 of the following year.
- G. **The Nestucca Valley School District (NVSD).** 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 NVSD 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. The project manager is responsible for overseeing the day to day operations and implementation of work items stipulated in this Agreement.
- 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 that 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

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 AOO.

III. Project Management Plan.

A. The NVSD agrees to:

1. Recruit and screen students who wish to participate in the program.
2. Provide liability and workers compensation coverage for students while engaged in fieldwork and while in transit to and from the field locations.
3. Provide transportation for the students and field equipment to and from the locations of the work to be performed.
4. Provide supervision and guidance to students while engaged in fieldwork.
5. Provide teaching staff to coordinate work assignments and instructional goals with BLM employees.
6. Obtain written permission from each participating student's parents or legal guardian to travel to, and participate in, on-the-ground project activities.
7. Perform the work items specified in objectives above.
8. Take responsibility for all government furnished property

B. The BLM agrees to:

1. Identify meaningful and educational field projects, and work with school employees to assist in providing necessary guidance and instruction to enable students to properly accomplish the work.
2. Identify, and in some cases provide, the equipment and tools necessary for students to accomplish the planned project work assignments.
3. Coordinate work projects and assignments with the Nestucca Connections teacher or other school employees assigned to direct the work of students on each project.
4. Provide feedback to District staff regarding individual student behavior and performance as appropriate.
5. At the request of the Nestucca Connections teacher, provide on-the-job training for student workers and school employees as needed and as appropriate. The training may include such topics as proper techniques for bending and lifting, woods safety and the use of tools as needed for the tasks involved in each project.

6. At the request of the Nestucca Connections teacher, provide instruction in academic topics related to the students' fieldwork. Topics might include plant and animal identification, animal habitat, fish biology, and ecology.
7. At the request of the Nestucca Connections teacher, provide information related to work skills and careers in resource management related fields.
8. When special designated funds are available, contract with the NVSD to perform various tasks such as stream restoration, trail building, timber sale layout and biological surveys. The work will be performed by Nestucca Connections students with payment made to NVSD. Payment for projects will be used by NVSD to directly support the Nestucca Connections program.
9. Inspect and monitor work items specified in TO's to verify that they comply with BLM's quality objectives.
10. Provide payments to the NVSD 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 June 15, 2006, 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:

- TO.
1. The specifications or statement of work that specifies what will be performed under this
 2. A list of any deliverable items that is 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 – Non-construction 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 NVSD 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 that FY can be carried forward and expended in the subsequent FY.

C. \$24,000 represents the anticipated total value of BLM contribution to the project. The first anticipated Task Order funding is \$12,500 which will be the not to exceed value (NTE) for that TO. BLM shall not be obligated to pay for nor shall NVSD be obligated to perform any effort that will require the expenditure of Federal funds above the NTE funding provided on a yearly basis.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923. Anticipated support and/or in-kind support by partners, including BLM, to this agreement for this project:

BLM	\$ 24,000
NVSD	\$ 66,000

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 this 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 drawdown. *Failure to submit an 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 to Agency Review for payment requests.

VIII. Property Management and Disposition.

- 1. 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.
- 2. The NVSD shall reimburse the Government for all lost, wasted or damaged Government-furnished material.
- 3. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

LX. 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)

Marguerite Cape
Bureau of Land Management
1717 Fabry Rd SE
Salem, Or, 97306
Telephone Number (503) 375-5674

B. Assistance Representative (AR)

Mike Allen
Natural Resource Specialist
Bureau of Land Management
4610 3rd St.
Tillamook, Or 97141
Telephone Number (503)815-1126

C. Project Inspector (PI)

Darrin Neff
Fisheries Biologist
Bureau of Land Management
4610 3rd St.
Tillamook, Or 97141
Telephone Number (503)815-1464

D. Responsible Official

Randy Wharton
Nestucca Valley High School- Principle
Nestucca Valley School District
P.O. Box 38
Cloverdale, Or 97112
Telephone Number (503) 392-3194 ext 220

E. Project Manager

~~Kelli Ramsey~~ Jody Cyr
Nestucca Connections-Project Leader
P.O. Box 38
Cloverdale, Or 97112
Telephone Number (503) 392-3194 ext 235

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 NVSD 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-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. 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.