

# AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.	1
2. EFFECTIVE DATE	July 30, 1999
3. REQUISITION NO.	

DI 1961  
N/A  
[Signature]

4. ISSUED BY  
 USDI, Bureau of Land Management  
 G. Joan Betts (OR952)  
 P. O. Box 2965  
 Portland, Oregon 97208-2965  
 (503) 952-6221

5. ADMINISTERED BY (If other than Item 4.)

6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP)

South Coast Watershed Council  
 P.O. Box 666  
 Gold Beach, Oregon 97444

( <input checked="" type="checkbox"/> )	7A. AMENDMENT OF REQUEST FOR APPLICATION NO.
	7B. DATED
X	8A. MODIFICATION OF ASSISTANCE AGREEMENT NO. HAA991002
	8B. DATED 7/21/99

9. THIS ITEM ONLY APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications  is extended,  is not extended.  
 Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:  
 a) By completing Items 6 and 13, and returning \_\_\_ copies of the amendment; b) By acknowledging receipt of this amendment on each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

Northwest Economic Adjustment Initiative, Jobs in the Woods Program, Coos Bay District is modified as follows:

In order to implement a new Bureau numbering system, the agreement number is changed to read "HAA991A00".

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (If required)

12. IMPORTANT: Recipient  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)		14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)	
		G. Joan Betts	
13B. RECIPIENT/APPLICANT	13C. DATE SIGNED	14B. UNITED STATES OF AMERICA	14C. DATE SIGNED
(Authorized Signature)		BY <u>G. Joan Betts</u> (Signature of Assistance Officer)	7/30/99

DT 199  
N/1

# 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. HAA991002
2. TASK ORDER NO.
3. TYPE OF AGREEMENT (Check one) <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER USDI, Bureau of Land Management G. Joan Betts (OR952) P. O. Box 2965 Portland, OR 97208-2965 (503)952-6221	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT South Coast Watershed Council P. O. Box 666 Gold Beach, OR 97444 (541)247-2755															
6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Dale A. Stewart Bureau of Land Management, Coos Bay District 1300 Airport Way North Bend, OR 97459 (541)751-4290	7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER															
8. PROGRAM STATUTORY AUTHORITY P.O. 94-579	9. STARTING DATE July 19, 1999															
10. EFFECTIVE DATE July 19, 1999	11. COMPLETION DATE July 18, 2004															
12. TYPE OF RECIPIENT (Check one) <input type="checkbox"/> STATE <input 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 checked="" type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> OTHER (Specify) _____	13. FUNDING INFORMATION <table border="0"> <tr><td></td><td style="text-align: center;">Recipient</td><td style="text-align: center;">BLM</td></tr> <tr><td>This obligation</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>Previous obligation</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>Total obligation</td><td>\$ _____</td><td>\$ _____</td></tr> <tr><td>Share Ratio</td><td>_____ %</td><td>_____ %</td></tr> </table>		Recipient	BLM	This obligation	\$ _____	\$ _____	Previous obligation	\$ _____	\$ _____	Total obligation	\$ _____	\$ _____	Share Ratio	_____ %	_____ %
	Recipient	BLM														
This obligation	\$ _____	\$ _____														
Previous obligation	\$ _____	\$ _____														
Total obligation	\$ _____	\$ _____														
Share Ratio	_____ %	_____ %														

14. ACCOUNTING AND APPROPRIATION DATA  
Project funds will be obligated by individual task orders, NTE \$500,000 cumulative total

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES  
Northwest Economic Adjustment Initiative, Jobs in the Woods Program  
Coos Bay District

16a. NAME AND TITLE OF SIGNER (Type or print) HARRY HOOGSTEVER WATERSHED COORDINATOR	17a. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print) G. Joan Betts (OR156)
16b. RECIPIENT <i>(Authorized Signature)</i>	16c. DATE SIGNED 7/26/99
17b. UNITED STATES OF AMERICA BY <i>(Signature of Assistance Officer)</i>	17c. DATE SIGNED 7-21-99

## I. Statement of Joint Objectives

A. Purpose. This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM); and the South Coast Watershed Council (WC) for the purpose of cooperating in the Northwest Economic Adjustment Initiative, Jobs in the Woods.

B. Objective. The training of dislocated or soon to be dislocated workers who lack adequate education and/or job skills to compete in the field of ecosystem restoration, both public and private sector.

### C. Authority.

1. Section 307 of the Federal Land Policy and Management Act of 1976 (P.L. 94-579).
2. Department of Interior and Related Agencies Appropriations Act of 1995, implementing a Presidential initiative titled "Jobs-in-the-Woods".

D. Benefits. The benefit associated with this program is the availability of an up-to-date and properly trained local workforce, able to compete in today's changing work environment.

## 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 or any 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): 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  
Assistance Officer (AO): means the Bureau of Land Management's Assistance Officer.

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 which extends from October 1 of one year through September 30 of the following year.

G. <sup>WC</sup> ~~CW~~: means the South Coast Watershed Council. 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 \* 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: means the recipient's Project Manager who, at the time of award, will be appointed to receive special instructions or guidance necessary to complete or perform the work, monitor task(s) and TO compliance, enforcing the agreement provisions, and invoicing requirements. The Project Manager will not be authorized to issue changes or in any way modify the agreement.

L. Responsible Official: means 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): means the order which 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 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.

### III. Project Management Plan.

A. The WC agrees to:

1. Recruit eligible participants, ensure the recruits are properly trained in safe working practices, and are prepared with appropriate work attire. The WC will provide tools, transportation, and hardhats.

2. Ensure payroll, workers' compensation, expenses (labor and administration) are maintained in accordance with this agreement, and require that any other entities under this agreement will do the same.

B. The BLM agrees to:

1. Provide technical oversight. Technical oversight will include plans, drawings, maps and specifications for all projects. It will not include crew supervision. BLM specialists will be provided on an as-needed basis. The specialist's responsibilities will include some training of technical aspects of the project both in a classroom and field environment.

2. Participate in the WC interview and evaluation process of applicants, to the extent requested by WC.

3. Provide reimbursements to the WC in accordance with Sections VI and VII (Financial Support and Payments) of this agreement and applicable OMB and Treasury Circulars.

IV. Term of Agreement. This cooperative agreement shall become effective on the date of signature of the BLM AO and shall remain in effect until 18 months following the date of signature, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

1. The following rates are established for the agreement:

Chain saw rental - \$4.40 per hour operating

Vehicle Use - \$0.30 per mile

2. Administrative and overhead costs added by the WC shall not exceed 15 percent of the task order amount.

3. Six paid holidays will be provided under this agreement at 8 hours per day. Personal time off for trainees is with no pay.

4. Maxi-flex scheduling is an option for the trainees.

V. Task Orders.

A. Issuance. Task orders (TO's) will be issued in writing by the AO and must be signed by both the authorized WC official and the AO to be effective.

B. Contents. Each task order will contain:

1. The specifications or statement of work that will be performed under that specific task order.

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. An amount will be identified NTE for each task order.

6. Any other detail or information necessary.

VI. Financial Support.

A. This cooperative agreement shall be funded by issuance of TO's based on the availability of BLM funding. The WC 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. \$500,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the WC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. The ~~WC~~ will act as the official financial entity for the WC.

*Curry Co. Soil & Water District. HA.*

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  
Service Center, BC-630  
Denver Federal Center, Bldg. 50  
PO Box 25047  
Denver, CO 80225-0047

3. If a designation has been submitted to the Bureau of Land Management under a previous agreement it is not necessary to complete another SF-3881 unless there is a change of financial institution.

B. The WC shall be entitled to reimbursement at least monthly upon submission of an original invoice estimating services to be provided the following month, reconciled monthly with actual expenditures. Payments shall be governed by the provisions of 43 CFR Subpart F, Section 12.922 and 12.952.

C. If advance payments are made, the WC must submit a Federal Cash Transaction Report, SF 272 to the AO 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 X. Deliverables and Reports.

Submit one copy of an annual performance report to the AR within 90 days after the end of the fiscal year. The performance report must be prepared in accordance with 43 FR, 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)

G. Joan Betts  
Bureau of Land Management  
Oregon State Office (952)  
P.O. Box 2965  
Portland, OR 97208  
Telephone Number (503) 952-6221

B. Assistance Representative (AR)

Dale A. Stewart  
Bureau of Land Management  
Coos Bay District Office  
1300 Airport Way  
North Bend, OR 97459  
Telephone Number (541) 751-4290

C. Project Inspector (PI) - To be identified by BLM on Task Orders, as required.

D. Watershed Council Responsible Officer (RO)

Harry Hoogesteger  
South Coast Watershed Council  
P.O. Box 666  
Gold Beach, OR. 97444  
Telephone (541) 247-2755

E. WC Project Manager - Harry Hoogesteger

## XI. Special Terms and Conditions.

### A. Order of Precedence

Any inconsistency in this cooperative agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements or standards; (b) requirements of the applicable OMB and Treasury Circulars; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all Agreement sections, documents, exhibits, and attachments; and (f) all task order sections, documents, exhibits, and attachments.

### B. Modifications

This agreement may be modified by written agreement signed by both parties. 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.

## 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. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 1998, Public Law 105-83, 111 Stat. 1590, be advised of the following:

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.

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

J. Grant/Cooperative Agreement Provision

Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 1999, 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.