

n 1511-1
January 1989)

United States Department of the Interior
Bureau of Land Management

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.

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

GRANT

COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Dave Chase, Deputy Director
Project Learning Tree
1111 19th St. NW, Suite 780
Washington, DC 20036
202-463-2592

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

Mary Tisdale, Group Manager
U.S. Department of the Interior
Bureau of Land Management Wo-650
1849 C Street, NW
Washington, DC 20240-9998
Telephone: 202-452-0365

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

Dave Chase, Deputy Director
Project Learning Tree
1111 19th St. NW, Suite 780
Washington, DC 20036
202-463-2592

8. PROGRAM STATUTORY AUTHORITY

9. STARTING DATE

EFFECTIVE DATE

11. COMPLETION DATE

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	\$ _____	\$ _____
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____
Share Ratio	_____ %	_____ %

14. ACCOUNTING AND APPROPRIATION DATA

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

Partners in the development and delivery of educational materials, programs, and workshops dealing with topics not exclusively limited to but including invasive species, riparian areas, the ecological roles and impacts of wildland fire, and energy education.

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

David Robert Chase

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

16b. RECIPIENT

16c. DATE SIGNED

17b. UNITED STATES OF AMERICA

17c. DATE SIGNED

(Authorized Signature)

BY

(Signature of Assistance Officer)

moth. Among the appendices are a bibliography, a glossary and additional readings on fighting fire with fire. Other examples of these sorts of connections are easily found within the various PLT curricula.

B. Objective. This partnership effort will enable BLM and AFF/PLT to:

1. Teach formal and non-formal educators and the general public about public land issues, including
 - the importance of fire in healthy ecosystems, the environmental and social factors that influence land-use decisions, and what the community can do to become involved.
 - the destructive role of invasive species in natural ecosystems and what can be done to address this problem;
 - the value of riparian zones in maintaining healthy aquatic systems and providing habitat for a variety of species what the community can do to become involved
 - the impacts and influence of energy use, production, distribution, etc. on virtually every facet of our lives what the community can do to become involved.
2. Provide formal and non-formal educators and natural resource managers with teaching materials and opportunities that will facilitate educating students and the general public about the above topics.
3. Seek opportunities for service learning by students to participate in restoration and education activities associated with the above topics.
4. Deliver learning opportunities and materials through a variety of traditional and distance learning methods including but not limited to conferences, workshops, satellite broadcasts, and web and other internet-based strategies.

C. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s):

The Federal Land Policy and Management Act of 1977 (P.L. 94-579; 90 STAT. 27 – 43; 43 U.S.C. 1701)

Goals 2000: Educate America Act (or Leave No Child Behind?) (P.L. 103-227)

Grants and Cooperative Agreement Act of 1977 (P.L. 95-224)

Public Rangelands Improvement Act

The Federal Noxious Weed Act of 1974 (or a newer Plant Protection Act?)

D. Benefits. The activities to be undertaken under this agreement are in furtherance of the BLM and the AFF mission by providing the following benefits:

1. AFF will receive funding to expand their education programs and materials to address invasive plants, fire, riparian health, energy, and other priority issues.

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 which is issued against the agreement to obligate funds for specific services or work to be accomplished.

N. Assistance Ordering Officer (AOO): The BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

III. Project Management Plan.

A. The American Forest Foundation agrees to:

1. Work with State PLT coordinators in at least 25 states to reach 2,000 teachers with training on fire, invasive species, riparian, energy and/or other mutually agreed upon topics.
2. Involve BLM or other federal employees in providing content assistance with workshops where appropriate.
3. Distribute and incorporate into workshops supplemental teaching materials provided by BLM or other federal agencies, such as the "Burning Issues" CD for fire workshops.
4. Assist BLM, the National Interagency Fire Center (NIFC), and other federal agencies in organizing specialized training for PLT coordinators in natural resource issues.
5. Work with BLM to design and conduct annual evaluations of the workshops and provide the results to BLM.
6. Update BLM quarterly on program progress.
7. Acknowledge support by BLM in development of program and print materials.
8. Promote the program by announcing teacher training opportunities through PLT websites, newsletters, conferences, and other venues.

B. The BLM agrees to:

1. Provide training materials on specialized natural resources topics to support PLT workshops.
2. Provide assistance or help PLT coordinators obtain assistance with workshops upon request.
3. Work with PLT and NIFC to provide initial and/or follow-up training for PLT coordinators.

6. Any other detail or information necessary.

VI. Financial Support.

A. The AFF 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. 375,000 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 the AFF 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 F, Section 12.923.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

VII. Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

B. The AFF 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 Assistance Officer. 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 AFF 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

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E. Project Manager

Dave Chase, Deputy Director
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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 AFF 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. Endorsement

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press articles, manuscripts or other publications) which state or imply governmental, Departmental, Bureau, or government employee endorsement of a project, 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 products to be superior to other product 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.

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-21, Cost Principles for Educational Institutions and the completed Certificate For Indirect Cost is incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

C. Federal Acquisition Regulation (FAR) at 48 CFR Part 31 is incorporated by reference.

C. 45 CFR Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, 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.

E. 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.

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 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 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

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK__IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

shall attach an explanation to this proposal.

CHECK__IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,

DI-1955, DI-1956 and DI-1963)

Form 1511-2
 (February 1989)

United States Department of the Interior
 Bureau of Land Management

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AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.

2. EFFECTIVE DATE

3. REQUISITION NO.

4. ISSUED BY

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

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

(T)

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.

8B. DATED

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

G The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications **G** is extended, **G** 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 of 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 OR YOUR ACKNOWLEDGMENT 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)

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 **G** is not, **G** 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)

13B. RECIPIENT/APPLICANT

13C. DATE SIGNED

14B. UNITED STATES OF AMERICA

14C. DATE SIGNED

BY

(Authorized Signature)

(Signature of Assistance Officer)

