

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.
PAA 03 7008

2. TASK ORDER NO.

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

<p>4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Modestenia Bush USDI-Bureau of Land Management 1849 C Street, NW - Room 1075LS Washington, DC 20240 Telephone: 202-452-5175; Fax: 202-452-5141</p>	<p>5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Mr. Luther Propst, Executive Director Sonoran Institute 72990 E. Broadway Blvd., Suite M Tucson, AZ 85710 Telephone: 520-290-0828</p>
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<p>6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE Rob Winthrop USDI-Bureau of Land Management 1849 C Street, NW - Room 1050LS Washington, DC 20240 Telephone: 202-785-6597</p>	<p>7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER</p>
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<p>8. PROGRAM STATUTORY AUTHORITY - Federal Land Policy and Management Act of 1976</p>	<p>9. STARTING DATE: October 1, 2002</p>
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<p>10. EFFECTIVE DATE: October 1, 2002</p>	<p>11. COMPLETION DATE: September 30, 2007</p>
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<p>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)</p>	<p>13. FUNDING INFORMATION</p> <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>\$ <u>Per Individual Task Order</u></td> </tr> <tr> <td>Previous obligation</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>Total obligation</td> <td>\$ _____</td> <td>\$ <u>Per Individual Task Order</u></td> </tr> <tr> <td>Share Ratio</td> <td>_____ %</td> <td>_____ %</td> </tr> </table>		Recipient	BLM	This obligation	\$ _____	\$ <u>Per Individual Task Order</u>	Previous obligation	\$ _____	\$ _____	Total obligation	\$ _____	\$ <u>Per Individual Task Order</u>	Share Ratio	_____ %	_____ %
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Previous obligation	\$ _____	\$ _____														
Total obligation	\$ _____	\$ <u>Per Individual Task Order</u>														
Share Ratio	_____ %	_____ %														

14. ACCOUNTING AND APPROPRIATION DATA: Per individual Task Order

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES: **Support for community-based planning.**

<p>16a. NAME AND TITLE OF SIGNER (Type or print) LUTHER PROPST, EXEC. DIRECTOR</p>		<p>17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) MODESTENIA BUSH - WO 005</p>	
<p>16b. RECIPIENT <i>Luther Propst</i> (Authorized Signature)</p>	<p>16c. DATE SIGNED Feb 5, 2003</p>	<p>17b. UNITED STATES OF AMERICA BY <i>Modestenia Bush</i> (Signature of Assistance Officer)</p>	<p>17c. DATE SIGNED Oct. 1, 2002</p>

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, **Bureau of Land Management**, Planning, Assessment and Community Support Group, and the **Sonoran Institute**, for the purpose of developing and delivering training, electronic materials, and other services related to building capacity for community-based planning and implementation within the BLM and its partners.

B. Objective. The parties to this agreement will continue to develop and field test electronic materials and associated training to support collaborative resource management efforts of the Bureau's field offices and communities in developing a common vision for the land and its natural resources, in preparing land use plans, and in implementing land use plan decisions.

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

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

1. The Bureau of Land Management and the Sonoran Institute share a common commitment to helping communities and federal land management agencies become better partners in promoting community-based land use decisions for sustainable natural resources and economies. Through this agreement, the Sonoran Institute will adapt its substantial experience to the specific resource management challenges faced by BLM when working with communities and neighboring government jurisdictions in a setting of intermingled private and public ownerships.
2. The public will benefit from a more consistent approach used by BLM, its partners, and communities in developing a common vision for the land and in working together when preparing land and resource management plans. The Bureau's resource management decisions, and those of its neighbors, affect all landowners and jurisdictions (Federal, State, local, and Tribal governments) within a watershed or other landscape unit.
3. The public will benefit from BLM fulfilling commitments made as part of its response to the Government Performance and Results Act (GPRA). GPRA FY 2002 Program Activities and Goals address the scope of BLM's multiple use mission, including recreation, commercial use, heritage resources, health and safety, information resources management, economic assistance to communities, understanding the condition of the public lands, and restoring at-risk

resources/maintaining functioning systems and the health of the public lands. Within these goals, BLM will apply results from this agreement to help meet commitments to promote community-based planning and to improve its ability to participate in multi-jurisdictional planning.

II. Definitions.

- A. Agreement: means 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 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. BLM: The Bureau of Land Management. May also be referred to as the Bureau. Within the BLM, the Planning, Assessment and Community Support Group, also referred to as PACS, has lead responsibility for this agreement.
- E. CFR: The Code of Federal Regulations.
- F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.
- G. Institute: means the Sonoran Institute. May also be referred to as recipient, a non profit corporation in the State of Arizona and Montana under IRS code 501(c)(3).
- H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.
- I. OMB: The Office of Management and Budget.
- 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 Sonoran Institute 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.

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 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 Sonoran Institute agrees to:

1. Complete projects as specified in statements of work in task orders consistent with the terms and purposes of the agreement. Each project will have a separate task order (TO). Projects may include:

(A) **Economic Profile System (EPS):** Continue to offer training in the Economic Profile System (EPS) through site delivery in community settings. Provide follow-up technical assistance to field offices. Update the EPS database as new information is made available, such as release of Census Bureau information. Maintain and improve public access to data files. Expand geographic coverage of EPS. Refine EPS design and delivery based on evaluation criteria jointly developed between BLM and the Sonoran Institute.

(B) **Regional analysis:** Assist BLM and other organization and government partners to incorporate economic and demographic information into regional and landscape level analyses and models. This may include utilizing geographic information systems (GIS) technology to associate socio-economic and geospatial data.

(C) **Community-based stewardship:** Assist BLM, local, regional, and national partners to develop common strategies for conserving habitat while promoting economic viability in multi-jurisdictional settings. Develop tools and training to document the role of local economies and social systems in landscape transformation and stewardship.

(D) **Collaborative land use planning:** Facilitate land use planning processes aimed at building trust and effective collaboration between the BLM, local communities, and interest-based groups in national, state, and local level forums. Assist other programs, such as the National Landscape Conservation System, to provide greater clarity and

consistency to BLM's regional and local level land use planning..

2. Provide the deliverables to BLM within time frames as specified in TOs.
3. Provide an individual from the Sonoran Institute to serve as principal contact with BLM on all matters relating to this agreement and who will be responsible for ensuring that all services specified in the TOs are accomplished and reported. This individual shall be Luther Propst.

B. The BLM agrees to:

1. PACS will be responsible for all internal coordination of programs and projects subject to this agreement and will designate an individual to serve as AR to clarify, review and approve work which is clearly within the scope of this agreement but is not authorized to modify the agreement in any way. The AR shall be Robert Winthrop (Senior Social Scientist, PACS).
2. Provide BLM staff (WO-210) to work with BLM State and Field Offices to help the Sonoran Institute identify candidate field efforts for documenting case studies and for conducting field tests of training and other collaborative approaches.
3. Manage any on-going training programs that develop through the BLM National Training Center in Phoenix, AZ.
4. Develop partnerships with interested federal agencies and others to help support this work.
5. Provide payments to the Sonoran Institute in accordance with Section VI, Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

C. The Sonoran Institute and the BLM mutually agree that:

1. A meeting will be held each year to amend and/or renew this agreement, to agree upon TOs for the succeeding year, and to define the available funding.
2. Task orders shall be issued based upon negotiations at the yearly meeting or as needed throughout the year. The issuance of such a TO is dependent upon the availability of government funds for future work. Once a TO is issued, however, it shall become binding upon the signature of both parties.
3. Nothing in this agreement shall abrogate the responsibility or authority of either party signing this agreement.
4. The Sonoran Institute and its staff are not authorized to represent or obligate the Government in any manner. The Institute cannot obligate or expend BLM

funding, or commit BLM to any program or endeavor, or act in any capacity as an official of the BLM.

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 the remainder of FY 03, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961. This agreement may be renewed for subsequent FYs (NTE a total of five), 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 or the AOO 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 which specifies what will be performed under this 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 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 Sonoran Institute 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. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall Sonoran Institute 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.

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 Sonoran Institute shall be entitled to reimbursement 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 Sonoran Institute 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 F, Section 12.930 through 12.937.

IX. Deliverables and Reports.

- A. Submit electronic and hard copies of each work product produced under this agreement to the AR and appropriate BLM offices according to TOs.
- B. 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)

Modestenia Bush
Bureau of Land Management
1849 C Street, NW - Room 1075LS
Washington, DC 20240
Telephone: 202-452-5175

B. Assistance Representative (AR)

Rob Winthrop, Senior Social Scientist (PACS)
Bureau of Land Management, PACS (WO-210)
1849 C Street, NW - Room 1075LS
Washington, DC 20240
202-785-6597; fax: 202-452-5112; Robert_Winthrop@blm.gov

C. Responsible Official

Luther Propst, Executive Director
Sonoran Institute
7290 E. Broadway Blvd. Suite M
Tucson, AZ 85710
520-290-0828; fax: 520-290-0969; luther@sonoran.org

D. Project Manager - to be designated in TO's

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 Sonoran Institute official and the Assistance Officer. Administrative changes (e.g. 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.

A recipient further agrees to include this provision in any subaward to any subrecipient, except for a subaward to a state government, a local government, or to a federally recognized tribal government.

D. 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.

E. 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

F. Minority Business Enterprise (MBE) Utilization Information to the Assistance Officer within 15 days following the end of each Federal fiscal quarter (December 31, March 31, June 30 and September 30) if this agreement involves the procurement of supplies, equipment, construction or services in excess of \$10,000. The information to be reported will include the number of sub-agreements or contracts awarded to minority enterprises and the dollar value of those awards.

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. 31 U.S.C. 1352, Certification Regarding Lobbying 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 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. 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. Grant/Cooperative Agreement Provision

Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriation Act, FY 2002, 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.