

COOPERATIVE AGREEMENT

BLM Agreement Number: KAA99018

BETWEEN

US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT (BLM),
WYOMING STATE OFFICE

AND

THE NATURE CONSERVANCY (TNC), WYOMING CHAPTER.

I. Statement of Joint Objectives:

A. Purpose:

This Cooperative Agreement (CA) is entered into between the BLM and TNC to allow qualified BLM personnel to plan and implement prescribed burns on property owned by TNC and to allow qualified TNC personnel to plan and implement burns on property managed by the BLM. Many of these burns would be cooperative in nature and may include property owned/managed by both BLM and TNC.

B. Objective:

To provide a basis for cooperation between the BLM and TNC for prescribed fire/hazardous fuel operations to achieve land management goals.

C. Benefits:

To improve natural resource conditions and reduce hazardous fuels, especially in the early spring and late fall, when vegetation is dormant and there is higher ground moisture. This may include, but not limited to, wildlife habitat needs, forage production and watershed improvement.

D. Authority:

The BLM is authorized to enter into this CA by terms specified in national agreements and Federal Land Policy and Management Act of 1976, the Taylor Grazing Act of 1934, the Public Rangelands Improvement Act of 1978, and regulations issued by the Secretary of the Interior to administer and protect the resource of the public lands, to maintain and improve the quality of water resource, and to improve the condition of public rangeland.

II. Definitions:

- A. **Agreement** means this cooperative agreement.
- B. **Assistance Officer (AO)** means the BLM's authorized assistance officer responsible for obligating the BLM's funds and administering this Cooperative Agreement.
- C. **Assistance Representative (AR)** means the Bureau of Land Management official responsible for technical administration responsibilities under this Cooperative Agreement in accordance with the duties designated by the AO.
- D. **BLM** means the Bureau of Land Management.
- E. **CFR** means Code of Federal Regulations.
- F. **Fiscal Year** means the Federal fiscal year which extends from October 1 of one year through September 30 of the following year.
- G. **(Cooperator/Recipient)** means the **(Name of Cooperator/Recipient)**. May also be referred to as recipient.
- H. **Not-to-Exceed (NTE) Amount** means the maximum Federal funding amount.
- I. **OMB Circular** means the Office of Management and Budget circulars which are normally printed in the Federal Register to establish principles and administrative procedures and requirements.
- J. **Statement of Work (SOW)** is the part of the Task Order that specifies the work to be accomplished.
- K. **Task Order** means order(s) placed against this agreement which contain a Statement of Work to be performed, specifying the roles and responsibilities of each party, the authorization to begin operations and the funding commitment of each party.

III. Project Management Plan:

A. Burns carried out by the BLM on TNC property will be adjacent to and joining BLM lands. Burns carried out by TNC on BLM lands will be subject to BLM requirements and approvals will not occur without BLM presence.

B. A burn plan written by the party implementing the burn will be submitted for review and approval to the designated manager of the property to be burned a minimum of 30 days prior to the burn. Both parties must sign the burn plan prior to proceeding with the burn and both parties must approve the implementation of the burn by initiating a task order laying out the plan for each specific project.

C. The Prescribed Fire plan is a stand alone and legal document that provides the Prescribed Fire Burn Boss all the information needed to implement the project. Prescribed fire projects will be implemented in compliance with the written plan. At a minimum, consider each of the items below. The size and complexity of the prescribed fire project will determine the level of detail required and which sections are required:

Plan Approval	Technical Review	Complexity Rating
Risk Assessment	Physical Description	Map
Mgmt Objectives	Prescription	Fire Behavior Calculations
Smoke Management	Notifications	Ignition and Holding
Organization	Cost	Contingency Plan
Safety Briefing	Public Safety	Job Hazard Analysis
Go/No Go Checklist	Test Fire	Medical Plan
Communications Plan	Prescribed Fire Report	

D. All necessary permits and documents will be obtained by the party responsible for implementation of the burn.

E. Neither party will be responsible to the other for any loss, damage, personal injury or death occurring in the performance of this Agreement or any of the task orders issued hereunder. Employees and agents of each party will not be considered the employees or agents of the other party for any purpose and each party shall be responsible for the acts and omissions of their own agents and employees.

F. Each party is responsible for providing their staff and agents with basic firefighter training and personal fire protective clothing/safety equipment.

G. Repairs necessary to keep any equipment, covered by this agreement, in operation will be made by and at the expense of the party that owns the equipment.

H. Each party will be responsible for its own costs incurred in the performance of this agreement and no reimbursement shall be made by either party to the other. Any obligation of the parties hereunder is subject to the availability of funding and staff.

IV. Term of Agreement:

This CA becomes effective on the last date of signature by all parties and continues in effect until September 30, 2003, unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Task Orders (TO).

A. Issuance. All TOs are 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 specification 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 NTE amount for the task.
6. Any other detail or information necessary.

VI. Financial Support:

There will be no funds exchanged under this agreement.

VII. Key Officials:

A. Assistance Officer (AO)

Kermit B. Johnson
P. O. Box 1828
5353 Yellowstone Rd.
Cheyenne, WY 82003
307-775-6058

The Assistance Officer is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order thereto. The AO is responsible for issuing task orders, monitoring agreement and task and task order compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any task order thereto and closing out the agreement.

B. Assistance Representative (AR)

Stephen A. Eckert, SFMO
P. O. 1828
5353 Yellowstone Rd.
Cheyenne, WY 82003
307-775-6235

The Assistance Representative 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.

C. Authorized Representative for The Nature Conservancy

Tensleep Preserve Manager
Phil Shephard
101 Rome Hill Road
Tensleep, Wyoming 82442
307-366-2671

VIII. Special Terms and Conditions:

A. Except as set forth in this CA, TNC shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgements, and expenses arising out of or from any willful or negligent omission or activity of TNC or its employees, agent, or representative in connection with activities under this Agreement.

B. 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 12.931 through 12.937.

C. 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; and (e) all Cooperative Agreement sections, documents, exhibits, and attachments.

D. Modifications

Modifications or changes to the terms of this agreement shall be made only upon mutual written agreement by the parties and approved by the BLM AO and TNC, Tensleep Preserve Manager or other authorized representative. Changes must be within the original scope of the agreement. Administrative changes (i.e. assistance officer 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.

E. Endorsement Provision

1. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press 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 products to be superior to other products or services.

2. 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.

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

IX. General Provisions

A. Nothing in the Agreement shall be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require either participant to obligate or expend funds in excess of available appropriations.

B. National Policy Requirements and Administrative Management Standards, as specified in OMB Circular A-110. 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.

C. OMB Circular A-133, Audits of Institutions of Higher Learning and Other Non-Profit Institutions is incorporated by reference.

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

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I.

X.

APPROVALS

FOR THE NATURE CONSERVENCY

By:

/s/ Phil Shephard
Phil Shephard
Tensleep Preserve Manager

12 Apr 99
Date

FOR THE U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

By:

/s/ Alan R. Pierson
Al Pierson
Wyoming State Director

8/16/99
Date

By:

/s/ Kermit Johnson
Kermit Johnson
Assistance Officer, WSO

8-16-99
Date