

**United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT**

1. AGREEMENT NO.

2. AMENDMENT NO.

3. TYPE OF AGREEMENT (*Check one*)

GRANT

COOPERATIVE 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.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER

USDI - Bureau of Land Management –
Address
City, State, Zip Code
Ph
Fax

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Mr. Scott Weaver
Senior Vice President
Partnership Development
Government Relations
The Student Conservation Association, Inc.
689 River Road
P.O. Box 550
Charlestown, NH 03603-0550
Ph 603-543-1700 ext. 116

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER

USDI - Bureau of Land Management –
Address
City, State, Zip Code
Ph
Fax

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR

8. PROGRAM STATUTORY AUTHORITY

9. ACTION/OBLIGATION DATE
(SEE BLOCK NO. 26)

10. PROJECT STARTING DATE
(SEE BLOCK NO. 26)

11. PROJECT ENDING DATE

12. TYPE OF RECIPIENT (*Check one*)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. OF HIGHER LEARNING |
| <input type="checkbox"/> COUNTY | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> MUNICIPAL | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> SPECIAL DISTRICT | <input checked="" type="checkbox"/> NOT FOR PROFIT ORGANIZATION |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation				
All Previous Obligations				
Total Obligations				
Share Ratio	%	%	%	%

14.
Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA

16. DUNS No.

17. CFDA No. AND TITLE

18. PRINCIPLE PLACE OF PERFORMANCE (Project)

19. PROJECT TITLE

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION

_____ Program

To provide youth and young adults with opportunities and work experience in natural resource management on the public lands.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE (*Type or print*)

Scott C. Weaver, Senior Vice President
for Government Relations & Marketing

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER (*Type or print*)

Grants Management Officer

22. RECIPIENT

23. DATE SIGNED

25. UNITED STATES OF AMERICA

26. DATE SIGNED

BY _____
(Signature of Recipient's Authorized Representative)

BY _____
(Signature of BLM's Grants Management Officer)

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, _____ Office (BLM), and the Student Conservation Association, Inc., (SCA), a private nonprofit corporation, with its principal place of business at 689 River Road, P.O. Box 550, Charlestown, New Hampshire, for the purpose of _____.

B. Objective. The primary objective of this program is to recruit young people from across the nation to work on conservation oriented service projects that match their personal, career, and professional development interests. SCA will effectively recruit, interview, and train the broadest cross-section of diverse young people who are not only motivated, but also qualified to perform service projects which build upon their interests.

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

1. Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737 (b), as amended, Public Law 94-579, Section 307 (b), which authorizes cooperative agreements involving the management, protection, development and sale of public lands.

D. Benefits. The activities to be undertaken through this agreement are in furtherance of the BLM and the Student Conservation Association, Inc., (SCA) mission by providing the following benefits:

1. SCA members will gain work experience and job skills on public lands. The skills they gain from a conservation internship or as a crew member may encourage them to join our nation's conservation work force, including possible careers with BLM.

2. The BLM staff and lands offer SCA members the chance to experience hands-on service to the lands while offering an understanding of their roles as stewards of the natural systems.

II. Definitions

A. Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. Authorized Representative: The Authorized Representative is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. Bureau of Land Management (BLM). May also be referred to as Bureau.

D. * (*). May also be referred to as recipient.

E. Code of Federal Regulations (CFR).

F. Financial Status Report (FSR).

G. Fiscal Year (FY): The Federal fiscal year which begins on October 1 of one year and extends through September 30 of the following year.

H. Grants Management Officer (GMO): The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

I. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount available for reimbursement to the recipient.

J. Office of Management and Budget (OMB). All OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: www.whitehouse.gov/omb/grants/index.html.

K. Program Officer (PO): The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Project Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FSRs, payments when the recipient is on agency review, and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

L. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

III. Project Management Plan.

A. The recipient agrees to:

SCA's goals are to offer educational opportunities for young persons 16 years of age and older including college students and recent graduates to pursue career and personal goals through public service; to assist in the accomplishment of important conservation tasks through assisting BLM staff accomplish designated projects that not only are important objectives for each BLM District's management plans, but consistent with each student's career development aspirations, through their direct personal service and involvement; to provide career development and leadership training for youth from all socioeconomic backgrounds; and to foster commitments to diversity, public service, and the wise stewardship and conservation of our country's natural resources and heritage.

B. The BLM agrees to:

Subpart C, Section 12.64 for State, local and Indian tribal governments or Subpart F, Section 12.923 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. Program Income. Program income generated for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or Subpart F, Section 12.924 for institutions of higher education, hospitals, other non-profit and all other organizations.

VI. Dun & Bradstreet Registration and CCR Registration.

Prior to award the Recipient shall register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

A. Obtain a valid Dun & Bradstreet Number (D&B) from Dun & Bradstreet @ <http://www.dnb.com/> or by calling them at 800-333-0505.

B. Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

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 register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2. The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The BLM GMO will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement. An amendment will be stamped to indicate the appropriate line number for the drawdown.

B. Advance Payments. Treasury Circular 1075 (31 CFR 205) requires that cash advances to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

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 C, Section 12.84 through 12.74 for State, local and Indian tribal governments or

Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations.

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]".

B. Title to BLM owned property shall remain vested in the BLM.

C. BLM agrees to provide safety training for all tools, equipment, or vehicles that could be dangerous or harmful to the Associates or a third party.

D. The United States of America (USDI-BLM) will not be held liable for any property damage or personal injury resulting from the use of the government-owned personal property, loaned to the Cooperator under this agreement. The Cooperator assumes responsibility for any and all property damage and personal injury resulting from the Cooperator's use of said personal property, and further agrees to the extent authorized by law to save and hold harmless, the United States of America (USDI-BLM) from any and all claims for such property damage and personal injury. The Cooperator further agrees to reimburse the United States of America by and through USDI-BLM for any property damage and personal injury. The cooperator further agrees to reimburse the United States of America by and through USDI-BLM for any property damage to any federally-owned personal property, in accordance with 43 CFR Subpart F Section 12.930.

IX. Deliverables and Reports.

A. Financial Status Reports:

1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly FSR, the SF 269A, Financial Status Report (Short Form), to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An original and one copy of the final FSR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

3. Recipients who are placed on agency review, shall submit an original and one completed copy of the SF 269A, Financial Status Report (Short Form), to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FSR requirement unless reimbursement is only requested on a quarterly basis.

4. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FSRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

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1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly FSR, the SF 269A, Financial Status Report (Short Form), to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An original and one copy of the final FSR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

3. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FSRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

B. Performance Reports:

1. Recipient shall submit an original and one copy of the quarterly performance report(s) to the GMO within 30 days after the end of the quarterly reporting period. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or Subpart F, Section 12.951 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished, and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided.

2. In lieu of the fourth quarter performance report an annual program performance report shall be submitted at the end of each year of the agreement. An original and one copy shall be submitted to the GMO no later than 90 days following the end of each year of the agreement. Copies of this report may be required to be included with any application for continuing support of the agreement

3. An original and one copy of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. Non-compliance: Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

X. Key Officials.

The key officials listed below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

A. Grants Management Officer (GMO)

*
Bureau of Land Management
Address
Telephone

B. Program Officer (PO)

*
Bureau of Land Management
Address
Telephone

C. Authorized Representative

*(Name)
*(Recipients name and address
*
*
Telephone (*) *

D. Project Director/Principal Investigator (PD/PI):

*(Name)
*(Recipients name and address

*
*
Telephone (*) *

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) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

B. Amendments.

1. This agreement may be amended by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, deobligation of excess funds at the end of the agreement, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

2. All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the Agreement.

3. All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than ten (10) percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements.

1. Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-

133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html . Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §_215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

2. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm> . Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

G. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, 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

H. Required Insurance. The recipient shall, at its own expense, procure and thereafter maintain Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the

operation of all automobiles used in connection with the performance of the agreement. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

XII. Standard Award Terms and Conditions

A. Standard Award Terms and Conditions. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here: <http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.

Standard Award Terms and Conditions:

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

[43 CFR 12\(A\) Administrative and Audit Requirements and Cost Principles for Assistance Programs](#)

[43 CFR 12\(E\) Buy American Requirements for Assistance Programs](#)

[43 CFR 12\(C\) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local](#)

[43 CFR 12\(F\) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations](#)

[43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace](#)

[43 CFR 42 Governmentwide Debarment and Suspension \(Nonprocurement\)](#)

[43 CFR 18 New Restrictions on Lobbying](#)

B. Compliance With Buy American Act.

1. Notice: Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please 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.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

C. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available 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 other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

D. Endorsements.

1. 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.

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.

3. 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.

4. 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.

E. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

F. Increasing Seat Belt Use. 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.

END OF AGREEMENT