

Form 1511-2 (February 1989)		United States Department of the Interior Bureau of Land Management		PAGE 1 OF 5 PAGES	
<h2 style="margin: 0;">MODIFICATION OF ASSISTANCE AGREEMENT</h2>		1. AMENDMENT/MODIFICATION NO. <b>Modification No. 2</b>		2. EFFECTIVE DATE <b>See 14c.</b>	
		3. REQUISITION NO. <b>R-0800195</b>			
		4. ISSUED BY <b>Susan Kaller</b> Bureau of Land Management Nevada State Office PO Box 12000 Reno, NV 89529-0006 775-861-6559 <a href="mailto:susan_kaller@nv.blm.gov">susan_kaller@nv.blm.gov</a>		5. ADMINISTERED BY (If other than Item 4.)	
6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP)  <b>William Roger Peterson</b> <b>Friends of Black Rock/High Rock, Inc.</b> <b>P.O. Box 224 – 380 Main Street</b> <b>Gerlach, NV 89412</b>				7A. AMENDMENT OF REQUEST FOR APPLICATION NO.  7B. DATED	
		<b>X</b>		8A. MODIFICATION OF ASSISTANCE AGREEMENT NO. <b>FAA070013</b>  8B. DATED <b>4/27/07</b>	
9. THIS ITEM 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 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) <b>This Modification No. 2 is to provide funds in the amount of \$30,000.00 for FY08 for additional project work per the Annual Work Plan outlined on pages 2 and 3. Period of performance is 10/01/07 to 9/30/08.</b>  <b>Furthermore, the agreement is revised to include Sections XIV – Liability and XV – Safety Procedures, see pages 4 and 5.</b>  <b>Funds are not presently available for performance under this agreement beyond the date of any Continuing Resolution (CR). The Government’s obligation for performance of this agreement beyond that date is contingent upon the availability of appropriated funds from which payment for agreement purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this agreement beyond that date, until funds are made available to the Grants Management Officer (GMO) for performance and until the GMO receives notice of availability, to be confirmed in writing by the GMO.</b>  <b>All other terms and conditions remain the same.</b>  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) <b>2008-NV025-1232AL-NV19-411C = \$22,500 [ (MG) FAA070013 Line 004]; NV025-1232AL-NV19-411C= \$3,000 [ (MG) FAA070013 Line 005]; NV025-1232JB-NV19-411C = \$4,500 [ (MG) FAA070013 Line 006] TOTAL FUNDING = \$30,000.00</b>					
12. IMPORTANT: Recipient is not, <b>X</b> is required to sign this document and return <b>3</b> copies to the issuing office.					
13A. NAME AND TITLE OF SIGNER (Type or print) <b>Will Roger Peterson, President</b>		14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print) <b>Susan Kaller, Grants and Agreements Specialist</b>			
13B. RECIPIENT/APPLICANT  -  (Authorized Signature)	13C. DATE SIGNED	14B. UNITED STATES OF AMERICA  BY		14C. DATE SIGNED  (Signature of Assistance Officer)	

**Friends of Black Rock High Rock Inc.**  
**Assistance Agreement No. FAA070013 Modification No. 2**

**Annual Work Plan for - FY 2008**

In addition to relevant items listed in the assistance agreement work plan, the following projects, events, and other work should be completed during the 2008 fiscal year:

1. Complete a new Black Rock NCA Visitors Guide with map to replace the old brochure.
2. Complete a Soldier Meadows information brochure.
3. Complete a High Rock Canyon information brochure.
4. Develop various other Black Rock NCA visitor information publications and brochures as directed and approved by BLM.
5. Maintain and staff the Visitor Contact Trailer with volunteers for 25 weekends for the year.
6. FBRHR will purchase the appropriate BLM maps at half price and sell them to the public with revenues from sales to be used to maintain the trailer, produce other publications, and provide other visitor services and benefits to the visiting public.
7. Provide visitor outreach at public events including:
  - Nevada Day Parade.
  - Earth Day events (Reno, Tahoe).
  - Black Rock Rendezvous.
  - San Francisco event(s) as appropriate.
  - Other direct interpretive and conservation events as appropriate such as the Burning Man interpretive exhibit.
8. Assist Nevada Outdoor School in planning and implementing the annual Black Rock Rendezvous event.
9. Maintain up-to-date website with current public information on NCA regulations, weather conditions, volunteer events, permitted events, maps, etc.
10. Host 2 Full time AmeriCorps volunteers in the following positions:
  - FBRHR Program Director
  - FBRHR IT Coordinator
11. Attend APPL conference and workshops in Denver (February 2008) to assist with capacity building and to promote FBRHR with numerous public lands partner groups and organizations.
12. Lead a collaborative AmeriCorps/VISTA grant program with the Nevada Outdoor School, hosting 2 AmeriCorps VISTAs in the positions of Volunteer Coordinator and NCA Radio Program Development.
13. Convert the current NCA eBook to Mac-friendly, web friendly format.
14. Provide for GIS mapping of weeds, trails, and other projects as directed by BLM.

15. Provide increased site stewardship within the NCA and other public lands.
16. Lead various volunteer projects in the NCA and other public lands such as restoration of areas and resources damaged by public use and other projects as directed by BLM.
17. Provide for increased radio and print media publicity and messaging for the NCA.
18. Solicit an FCC radio station license and develop FM radio station in Gerlach that will provide a forum for public information regarding the NCA and BLM public lands, among other programs.
19. Assist in development of a cooperative NCA newsletter with the Nevada Outdoor School.

#### XIV. Liability

##### A. BLM

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]".

The BLM accepts responsibility for any property damage, injury, or death caused by the acts or omissions of its employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent that work by BLM is to be performed through subcontract by non-governmental entities or persons, BLM will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

##### B. Recipient, Non-governmental Parties

Work provided by non-governmental entities or persons will require that entity or person to:

(a) have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk.

(b) 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.

(c) Pay the United States the full value for all damages to the lands, vehicles or other property of the United States caused by such person or organization, its representatives, or employees.

Non-governmental recipients shall provide the BLM confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

The United States will not be responsible for medical expenses incurred by accidents caused by the Recipient's employees.

## XV. Safety Procedures

Mandatory defensive driving and back-country driving training for all vehicle operators performing under this agreement prior to operating a government vehicle. Training will be provided by the BLM Field Office and a Certificate of Completion will be issued with a copy provided to the Grants Management Officer or Contracting Officer.

Risk assessments will be completed for all projects to be undertaken with a copy provided to the Grants and Management Officer or Contracting Officer.

The Winnemucca Field Office emergency procedures will be followed including check-in/check-out procedures, communications, radio and correct frequency use. An emergency medivac plan, (which includes emergency procedures) will be developed. Specific information will be changed as needed for each project location. The BLM PO will ensure that persons affiliated with the recipient/BLM projects demonstrate the ability to use radios and satellite phones and GPS units in order to implement the medivac plan and emergency procedures.