

COOPERATIVE AGREEMENT

AGREEMENT NUMBER: W912DR2220001 EFFECTIVE DATE: 01 APR 2022

ISSUED BY: <p align="center">The United States of America US Army Corps of Engineers, Baltimore District 2 Hopkins Plaza Baltimore, MD 21201</p>	ISSUED TO: <p align="center">The Student Conservation Association, Inc 1310 Courthouse Road Suite 110 Arlington, VA 22201</p>
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TITLE: Raystown Lake Project Natural Resource Management

AUTHORIZED BY: 33 USC 2339(a)

CFDA NUMBER: 12.010 DUNS NUMBER: 040245227

RECIPIENT TYPE: Government Entity Non-Profit Organization Hospital University Other (specify): _____

AMOUNT: \$17,638.18 COST SHARE: Federal (USACE): \$17,638.18
Recipient (SCA)

PROJECT PERIOD: 17 Weeks from SCA Intern Start Date BUDGET PERIOD: 17 Weeks from SCA Intern Start Date

ADMINISTERED BY: Jeffrey May, 410-962-5617

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NOTICE OF ELECTRONIC FUNDS TRANSFER (EFT): Pursuant to DoDGARS 22.810, it is a Governmentwide requirement to use EFT in the payment of any grant or cooperative agreement for which an application or proposal was submitted or renewed on or after 26 July 1996, unless the recipient has obtained a waiver by submitting to the head of the pertinent Federal agency a certification that it has neither an account with a financial institution nor an authorized payment agent. To be paid, recipient must submit a Payment Information Form (Standard Form SF-3881) to the responsible DoD payment office.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement and agree to the terms and conditions contained herein, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Recipient agrees to administer the funded program in accordance with the approved application and budget(s), supporting documents, and other representations made in support of the approved application.

UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER)	DATE
Jeffrey May 410-962-5617 Jeffrey.b.may@usace.army.mil	31 MAR 22
SIGNATURE OF RECIPIENT	DATE
Barbara Gonzalez McIntosh Chief Counsel SCA – Student Conservation Association	

1. Administrative Information

1.1. Parties to the Agreement

This agreement is entered into between the US Army Corps of Engineers, North Atlantic Division, Baltimore District, hereinafter referred to as GOVERNMENT, and the Student Conservation Association (SCA), hereinafter referred to as RECIPIENT. The parties to this agreement act in their independent capacities in their performance of their respective functions under this agreement and neither party is to be considered the officer, agent, or employee of the other.

1.2. Administrative Personnel

1.2.1. Government Representatives:

Government Project Manager:

Allen Gwinn

USACE, Supervisory Park Ranger Tel: 814-658-6808

Raystown Lake Project E-mail: allen.gwinn@usace.army.mil

ATTN: CENAB-OP-FR

6145 Seven Points Road

Hesston, PA 16647

Grants Officer:

Jeffrey B. May, Contracting Division

USACE, Baltimore District Tel: 410-962-5617

ATTN: CENAB-CT E-mail: jeffrey.b.may@usace.army.mil

2 Hopkins Plaza

Baltimore, MD 21201

1.2.2. Recipient Representatives:

Rebecca "Becky" Donovan

Student Conservation Association Tel: 413-695-6155

689 River Road Email: rdonovan@thesca.org

Charlestown, NH 03603

1.3. Administrative Requirements and Order of Precedence

1.3.1. Governing Regulations: This agreement will be administered in accordance with, and recipients shall comply with, the applicable requirements of the Office of Management and Budget Grant and Agreement Regulations, Title 2 Code of Federal Regulations (C.F.R.) Subtitle A, including Title 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; Department of Defense Grant and Agreement Regulatory System (DoDGARS), Title 2, C.F.R. Chapter XI; and Title 32, C.F.R. Chapter I, Subchapter C except Parts 32 and 33.

1.3.2. Order of Precedence: : In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in

descending order as follows: (1) The OMB regulations and the DoDGAR; (2) the articles of this agreement; (3) the attachments to this agreement, if any.

2. Programmatic Requirements

2.1. Scope of the Agreement

The Government and the Recipient are bound to each other by a duty of good faith and best effort to achieve the goals of the agreement. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

All work under this agreement shall be in accordance with the terms and conditions herein and the application submitted by the Student Conservation Association.

DESCRIPTION OF REQUIREMENT

One goal of the US Army Corps of Engineers, Baltimore District (USACE-NAB) Environmental Stewardship Mission for the Raystown Lake Project (RLP) is protection and enhancement of the project's natural resources. Two (2) Conservation interns will provide assistance in the management and enhancement of the projects natural resources and interpretation. Duties may include the requirement to: collect, prepare, review and verify routine documents and field data; locate and compile data from office files and published sources; and perform other support tasks such as assembling reports, delineating resources on project maps and summarizing information in charts and tables. Other duties include water safety promotion, updating bulletin boards; maintaining life jacket loaner stations; organizing events; conducting interpretive programs and roving interpretation; writing news releases; possibly conducting media interviews (radio); promoting USACE safety campaigns; developing public service announcements and interacting with park visitors. Daily tasks will include activities in wildlife management, threatened and endangered species monitoring, fisheries management, wildlife habitat enhancement, forest management, and boundary inspection/maintenance. This agreement provides an opportunity for the recipient's intern to support the environmental stewardship and interpretation effort and gain valuable work experience in wildlife, fisheries, and recreation/forestry management.

BACKGROUND

The Raystown Lake Project is a federally operated facility located in Huntingdon County, Pennsylvania and is operated by the U.S. Army Corps of Engineers, Baltimore District. Raystown Lake is a flood control facility that maintains a conservation pool of approximately 8,300 acres surrounded by approximately 21,000 acres of land. Stretching over 28 miles in length with 118 miles in shoreline, the operation of Raystown Lake provides flood protection, general recreation, the enhancement of downstream fisheries through maintenance of minimum flows (water quality), wildlife mitigation, and hydropower.

RESPONSIBILITIES OF THE PARTIES

The Recipient will:

- a. Provide intern candidates from which the USACE-NAB field office staff will select two qualified applicants. Both candidates will be selected to a 17 week term starting approximately 09 May 2022. The successful applicants will have an education background in recreation, biology, forestry, or natural resource management.
- b. Interns will be responsible for: providing their own housing and personal transportation to the RLP. The interns will report to RLP each morning upon which he/she will check in with their assigned Corps supervisor to receive their work assignment.
- c. Generally work will be conducted Monday through Friday under the supervision of the Lead Ranger or his/her designee. The work schedule may be variable to suit the education or additional work requirements of the interns.
- d. Interns will be required to wear the uniform as prescribed and provided by the recipient. Any personal protective equipment that is necessary as part of the job requirement will be provided by the RLP.

USACE will:

- a. Provide orientation and safety training for the interns. Instruction on specific tasks, use of equipment data entry and protocols will be covered. Additional training, guidance, and quality control will be conducted by the Corps supervisor or his/her designee.
- b. Provide the following equipment: Corps vehicle, work related radio communication, work station, all necessary supplies and personal protective equipment.

2.2. Performance Reports

Recipient shall submit to the Agreement Administrator progress reports on a quarterly (can be adjusted no less than quarterly and no more than annually) basis utilizing the form included in Appendix A of this agreement. Reports are due no later than 30 days following the end of each reporting period. A final performance progress report shall be submitted within 90 days after the expiration date of the award.

2.3. Modifications

2.3.1. Modifications to this agreement may be proposed by either party. But neither party shall implement a change until the change has been negotiated and approved by the Government's Grants Officer. Change proposals shall be submitted in writing and shall detail the technical, schedule, and financial impacts of the proposed modification. Only the Grants Officer has the authority to act on behalf of the Government to change this agreement.

2.3.2. Revision of budget/program plans: Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 2 C.F.R. § 200.308.

2.3.3. The Grants Officer may unilaterally issue modifications for minor or administrative matters, such as changes in key personnel, paying office, etc.

2.4. Subawards

2.4.1. The Recipient shall apply to each subaward the administrative requirements of the DoDGAR applicable to the particular type of sub recipient. 2 C.F.R. Part 200 shall be applied to awards to universities, hospitals, and other non-profit organizations included in the definition of “recipient” in part 32 of the DoDGARS, as well as States, local governments, and Indian tribal governments. The Recipient shall apply to each subaward the administrative requirements of the DoDGARS applicable to the particular type of subrecipient. DoDGARS Part 32 shall be applied to awards to universities or other non-profit organizations, DoDGARS Part 33 shall be applied to awards to State and local Governments, and DoDGARS Part 34 shall be applied to for-profit entities.

2.4.2. Recipients awarding sub-awards under this agreement shall assure that sub-awards contain, at a minimum, the applicable provisions in Appendix B to DoDGARS Part 22 and Appendix A to DoDGAR Part 32 (University, Hospital, or Non-Profit).

2.5. Procurement

The Recipient’s systems for acquiring goods and services under this agreement shall comply with 2 CFR §200.317-200.326.

3. Term

3.1. Term of Agreement

The term of this cooperative agreement is 09 May 2022 through 09 September 2022 **OR** 17 weeks from the start date of the interns. If the parties agree, the term of the agreement may be extended if funds are available and opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the Grants Officer and the Recipient.

3.2. Unsatisfactory Performance/Non-Compliance with Award Provisions

Failure to perform work in accordance with the terms of the award or failure to comply with any or all of the provisions of the award may result in designation of the Recipient as high risk and assignment of special award conditions or other actions such as withholding payment, suspension of award, or termination.

3.3. Termination

3.3.1. The Grants Officer may terminate this agreement by written notice to the Recipient upon a finding that the Recipient has failed to comply with the material provisions of this agreement.

3.3.2. This agreement may be terminated by either party upon written notice to the other party. Such notice shall be preceded by consultation between the parties. Such notice must be issued at least 30 days prior to the requested effective date. If the Recipient requests to terminate the agreement, written notification must be provided to the awarding agency

stating the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. If termination is requested before work is completed and the Grants Officer determines that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the Grants Officer may terminate the award in its entirety.

3.3.3. The Government and Recipient will negotiate in good faith an equitable adjustment for work performed toward accomplishment of program goals. The Government will allow full credit to the Recipient for the Government share of the obligations properly incurred by the Recipient prior to termination and those non-cancelable obligations that remain after termination.

3.3.4. If the agreement is incrementally funded, it may be terminated in the absence of additional funding.

3.4. Closeout Procedures

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements of 2 CFR §200.344 and 200.345.

4. Financial Matters

4.1. Method of Payment

4.1.1. The Government will reimburse Recipient up to the negotiated amount for performance under this cost-reimbursable agreement. The Government is not liable for any expenditure in excess of this amount unless agreed to by modification of this agreement. All obligations are subject to the availability of appropriations from Congress.

4.1.2. Payments will be made on a reimbursable basis for actual costs incurred. Recipient shall submit a "Request for Advance or Reimbursement" (SF-270) along with other required documentation to the Government's Agreement Administrator (see paragraph 1.2.1) no more frequently than monthly.

4.1.3 The SF-270 shall be submitted via post-mail and/or electronic mail to the following addresses for payment. Should changes occur to the mailing addresses the Contractor shall be notified of the correct recipient.

VIA Post Mail: U.S. Army Corps of Engineers
Raystown Lake Project
ATTN: Dana Burk
6145 Seven Points Road
Hesston, PA 16647

VIA Electronic Mail: Dana.A.Burk@usace.army.mil
Alicia.E.Palmer@usace.army.mil

Invoices submitted by email must be formatted to print on Letter (8 ½ x 11”) paper. Please attach a single PDF document with the SF-270 as the FIRST page. All information for processing the payment must be included in the attachment - not the body of the email. Subject line of the email must reference the cooperative agreement/task order number. Only ONE invoice may be submitted per email.

4.2. Cost Principles

Cost principles for this agreement are governed by 2 CFR §200 Subpart E.

4.3. Standards for Financial Management Systems

The Recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles and with 2 CFR §200.302 & 200.303.

4.4. Audit

4.4.1. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 CFR §200 Subpart F “Audit Requirements”. Recipients that are subject to the provisions of 2 CFR Part 200 and that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in Subpart F

4.4.2. The Recipient shall provide a copy of the auditor’s report to the Government’s Agreement Administrator. Irregularities identified in an audit that involve funds disbursed under this Cooperative Agreement or that raise concerns with compliance with governing standards or otherwise are of concern to the Grants Officer may be the basis for a decision by the Grants Officer to terminate the Cooperative Agreement, require the return to the Government of funds paid to the recipient, require a new audit or the establishment of special funds control procedures by the recipient, or any other action available by law to the Grants Officer.

4.5. Retention and Access to Records

Recipient’s financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained and access to permitted in accordance with 2 CFR §200.333.

4.6. Cost Sharing

4.6.1. Federal Share: \$17,638.18
Recipient Share: \$0

4.6.2. The Recipient’s contributions may count as cost sharing only to the extent that they comply with the criteria at 2 CFR §200.306.

4.7. Financial Reporting

4.7.1. The Recipient shall submit a final “Federal Financial Report” (SF-425) within 90 days after the expiration date of the award.

4.7.2. Financial reports shall be submitted to the Government’s Agreement Administrator.

5. Property Management

The Recipient’s property management system shall comply with 2 CFR §200.310-200.316.

5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with 2 CFR §200.311, real property shall be used for the originally authorized purpose for as long as it is needed. The recipient shall obtain written approval by the Federal awarding agency for the use of real property in other federally-sponsored projects when the recipient determines the property is no longer needed for the purpose of the original project. When real property is no longer needed for the originally authorized purpose, the recipient shall request disposition instructions from the Government.

5.2. Equipment

Equipment purchased under the cooperative agreement shall vest with the recipient, and its use, management, and disposition shall be in accordance with 2 CFR §200.313.

5.3. Supplies and Other Expendable Property

Title to supplies and other expendable property shall vest in the recipient. Disposition of supplies in excess of \$5000 shall be in accordance with 2 CFR §200.314. The recipient shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute as long as the Federal Government retains and interest in the supplies.

5.4. Intangible Property / Copyrights

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use copyrighted work, for Federal Government purposes in accordance with 2 CFR §200.315.

5.5. Government Furnished Property

Title to federally owned property remains vested in the Federal Government. Federally furnished equipment is not-in-kind assistance.

5.6. Reporting Requirements

The following forms shall be utilized to meet 2 CFR §200 reporting requirements.

- 5.6.1. SF-428 Tangible Personal Property Report
 - 5.6.1.1. SF-428 A – Annual Report (reporting Federally-owned property)
 - 5.6.1.2. SF-428 B – Final Report
 - 5.6.1.3. SF-428 C – Disposition Request

- 5.6.2. RPSR – Real Property Status Report
 - 5.6.2.1. RPSR Attachment A – General Reporting
 - 5.6.2.2. RPSR Attachment B – Request to Acquire, Improve or Furnish
 - 5.6.2.3. RPSR Attachment C – Disposition Request
- 5.6.3. Recipient shall submit an annual inventory report to the Government listing all federally owned property in their custody.

6. Claims, Disputes, and Appeals

6.1. General

Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense policy is to resolve issues through discussions and mutual agreement at the Grants Officer's level, either through unassisted negotiations or through a mutually agreeable means of Alternative Dispute Resolutions.

6.2. Claims Resolution Process

When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in 32 CFR 22.815 as the administrative process to resolve claims, disputes and appeals. Under 32 CFR 22.815, a recipient the claim must: (1) be submitted in writing; (2) specifying the nature and basis for the relief requested; and (3) include all data that supports the claim. Claims by a DoD component shall be the subject of a written decision by a Grants Officer. Within 60 calendar days of receipt of a written claim, the Grants Officer shall either 1) prepare a written decision or 2) notify the Recipient of a specific date when he or she will render a written decision if more time is required to do so. The decision of the Grants Officer is final. The recipient has the right to appeal the decision to the Grant Appeal Authority within 90 days of receiving the decision. Particulars concerning the appeal process are specified in Department of Defense Directive 3210.06, 32 C.F.R. § 22.815(e), and Army Appeals Authority AFARS §5133.90 (Grant and Cooperative Agreement Claims, Disputes and Appeals).

6.3. Non-exclusivity Remedies

Nothing in this section is intended to limit the recipient's right to any remedy under the law.

7. Compliance with Laws

7.1. Applicable Federal Laws

By signing or accepting funds under this agreement, Recipient agrees that it will comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

7.2. Certification Regarding Lobbying

By signing or accepting funds under this agreement, the recipient is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

7.3. National Policy Matters and Assurances

By signing or accepting funds under this agreement, the recipient assures that it will comply with the applicable provisions of the following national policies on:

- 7.3.1.Nondiscrimination
- 7.3.2.Live Organisms
- 7.3.3.Debarment and Suspension
- 7.3.4.Environmental Standards
- 7.3.5.Drug-Free Workplace
- 7.3.6.National Historic Preservation
- 7.3.7.Officials Not to Benefit
- 7.3.8.Military Recruiters
- 7.3.9.Relocation and Real Property Acquisition

8. Indemnification

To the extent permitted by applicable law, Recipient shall indemnify sponsor against any liability for damage to life or property arising from the actions or omissions of Recipient's employees, contractors, or agents. Such protection from damages may be provided by commercial insurance or self-insurance. Sponsor shall be liable for its actions and omissions in accordance with the Federal Tort Claims Act, as applicable, and other applicable Federal law.