COOPERATIVE AGREEMENT

AGREEMENT NUMBER: W911WN2520001	EFFECTIVE DATE: 21 APR 2025

ISSUED BY:	ISSUED TO:
The United States of America US Army Corps of Engineers, *Pittsburgh* District *1000 Liberty Avenue* *Pittsburgh, Pa 15222*	Western Pennsylvania Conservancy 900 Waterfront DR LF 2 Pittsburgh, PA 15222-1707

CONCERNING: Salmon Creek Habitat Restoration

AUTHORIZED BY: Section 213 of the Water Resources Development Act of 2000 (Public Law 106-541), as amended (33 U.S.C. § 2339)

CFDA NUMBER: 12.010 UEI NUMBER: NUV7JMBNUC33

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

AMOUNT: $79,479.20 COST SHARE: $47,479.20

PROJECT PERIOD: Date of Award – 30 Sep 2025 BUDGET PERIOD: FY25

ADMINISTERED BY: *Jeffrey Ernest,* (716) 879-4173*,* Jeffrey.G.Ernest@usace.army.mil

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NOTICE OF ELECTRONIC FUNDS TRANSFER (EFT): Pursuant to DGARS 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.

SIGNATURE OF RECIPIENT DATE	UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER) DATE
Jenifer Christman Digitally signed by Jenifer Christman Date: 2025.05.06 09:15:43 -04'00' Elizabeth T. Cuthbert Digitally signed by Elizabeth Cuthbert Date: 2025.05.06 16:06:22 -04'00'	Jeffrey G. Ernest 2025.05.08 07:31:04 -04'00'
NAME AND TITLE OF SIGNER	NAME OF GRANTS OFFICER
Jenifer Christman, VP Elizabeth Cuthburt, CFO, VP	Jeffrey G. Ernest

1. Administrative Information

1.1. Parties to the Agreement

This agreement is entered into between the US Army Corps of Engineers, Pittsburgh District, hereinafter referred to as GOVERNMENT, and Western Pennsylvania Conservancy, 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:
Nicole Govan, Natural Resource Specialist
USACE, Pittsburgh District — Tel: (412)260-0659
1000 Liberty Avenue — E-mail: nicole.m.govan@usace.army.mil
Pittsburgh, Pa 15222

Grants Officer:
Jeffrey Ernest, Contracting Chief
USACE, Buffalo District — Tel: (716) 879-4173
478 Main Street — E-mail: Jeffrey.G.Ernest@usace.army.mil
Buffalo, NY 14207

1.2.2. Recipient Representatives:

Luke Bobnar, Watershed Projects Manager, Upper Allegheny & Lake Erie
159 Main Street — Tel: (814) 776-1114
Ridgway, PA 15853 — E-mail: lbobnar@paconserve.org

1.3. Administrative Requirements and Order of Precedence

1.3.1. Governing Regulations: This agreement will be administered in accordance, and recipients shall comply, with the applicable requirements of DoD 3210.6-R, The DoD Grant and Agreement Regulations (DGARS), 13 Apr 1998.

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 DGARS; (2) the articles of this agreement; and (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.

This agreement represents an opportunity to provide educational and training activities by fish habitat restoration and streambank stabilization within Salmon Creek, a tributary at Tionesta Lake. The recipient of this agreement will have an opportunity to meet their goals in habitat restoration. Work items to be

performed under this agreement include Restoration, compromised of installation of rootwad deflectors and rootwad revetment into the streambank at the mouth of Salmon Creek to enhance fish habitat opportunities and improve streambank stabilization. The Salmon Creek Habitat Restoration Project will be considered phase one of a two phase process, phase two will only take place if additional funding is secured.

Phase one will consist of installation of rootwad deflectors and rootwad revetment structures 27-30 at the mouth of Salmon Creek shown in the attached Performance Work Statement. Actual construction on site is anticipated to last for two weeks (10 business days).

2.2. Performance Reports
Recipient shall submit progress reports weekly during construction and transition to annual progress reports with fish monitoring data upon construction completion.

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: Recipient shall request prior approval for plan changes in accordance with 32 CFR 32.25 (University, Hospital, or Non-Profit).

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 DGARS applicable to the particular type of subrecipient. DGARS Part 32 shall be applied to awards to universities or other non-profit organizations, DGARS Part 33 shall be applied to awards to State and local Governments, and DGARS Part 34 shall be applied to for-profit entities.

2.4.2. Recipients awarding contracts under this agreement shall assure that contracts awarded contain, at a minimum, the provisions in Appendix B to DGARS Part 22 and Appendix A to DGARS 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 32 CFR 32.40 through 32.49 (University, Hospital, or Non-Profit).

3. Term

3.1. Term of Agreement
The term of this cooperative agreement is the date of award through 30 Sep 2025. 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 or 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 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 in 32 CFR 32.71 through 32.73 (University, Hospital, or Non-Profit).

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 agreement. The Government has allotted $32,000 for its share for this work. 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) [SF-271 may be used for construction] along with other required documentation to the Government's Agreement Administrator (see paragraph 1.2.1) no more frequently than monthly.

4.1.3. Submit payment requests to the Government Project Manager and Grants Officer identified above. The Payment Office is USACE Finance Center, 5722 Integrity Drive, Millington, TN 38504-5005. Payments will be made by Electronic Funds Transfer (EFT) pursuant to the "Payments" article in Department of Defense Research and Development General Terms and Conditions (September 2023) found at https://www.nre.navy.mil/work-with-us/manage-your-award/manage-grant-award/grantsterms-conditions. Ensure EFT is up to date at SAM.GOV

4.2. Cost Principles

Cost principles for this agreement are governed by OMB Circular A-122 (Non-Profit Organization).

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 32 CFR 32.21 (University, Hospital, or Non-Profit).

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 OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipients that are subject to the provisions of OMB Circular A-133 and that expend $500,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in OMB Circular A-133. [In accordance with 15 CFR §14.26(c) and (d), for-profit hospitals, commercial, and other organizations not covered by the audit provisions of OMB Circular A-133 the expend $500,000 or more on a year in Federal funding, are required to have a program-specific audit performed at conclusion of the project, but not less than once every five years].

4.4.2. The Recipient shall provide a copy of the auditor's report to the Government's Agreement Administrator.

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 32 CFR 32.53 (University, Hospital, or Non-profit).

4.6. Cost Sharing

4.6.1. Negotiated cost share (Receipient's Share) for this Cooperative Agreement is $47,479.20. The Government's share is $32,000.00

4.6.2. The Recipient's contributions may count as cost sharing only to the extent that they comply with the criteria at 32 CFR 32.23 (University, Hospital, or Non-profit).

4.7. Financial Reporting

4.7.1. The Recipient shall submit a "Federal Financial Report" (SF-425) on a annual basis. Reports are due no later than 90 days (annually) following the end of each reporting period. A final SF-425 shall be submitted 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 32 CFR 32.30 through 32.37 (University, Hospital, or Non-profit).

5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with 2 CFR 215.32(a) (University, Hospital, Non-profit, or For-profit), 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. (University, Hospital, Non-profit, or For-Profit Entities ONLY)]. 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 215.34 (University, Hospital, Non-profit, or For-profit).

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 215.35 (University, Hospital, Non-profit, or For-profit). [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 (University, Hospital, Non-profit, or For-Profit ONLY)].

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 215.36 (University, Hospital, Non-profit, or For-profit).

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 215 (University, Hospital, Non-profit, or For-profit) 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. RPSP 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 DGARS 22.815 as the administrative process to resolve claims, disputes and appeals. Under DGARS

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 DGARS 22.815(e).

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. [N/A for agreements with Indian tribe or tribal organization.]

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:
[Insert all that apply. Refer to DGARS Part 32 to awards for universities or other non-profit organizations, DGARS Part 33 for awards to State and local Governments, and DGARS Part 34 for awards to for-profit entities.]
7.3.1. Nondiscrimination
7.3.2. Live Organisms
7.3.3. Debarment and Suspension
7.3.4. Hatch Act
7.3.5. Environmental Standards
7.3.6. Drug-Free Workplace
7.3.7. National Preservation
7.3.8. Officials Not to Benefit
7.3.9. Preference for US Flag Carriers
7.3.10. Cargo Preferences
7.3.11. Military Recruiters
7.3.12. 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.