CESWF
Grant or Cooperative Agreement Award

1. INSTRUMENT TYPE: Cooperative Agreement

2. AUTHORITY(S):
   - 10 U.S.C. 2368
   - 10 U.S.C. 2701
   - 10 U.S.C. 2684a
   - 16 U.S.C. 670g-1
   - 33 U.S.C. 2339(a)

4. AGREEMENT PIIN
   (Proc. Inst. Ident. No.):
   5a.AMEND NO:

4b. Master Agreement:
    W9126G-16-2-0004

5b. Amend Type:

7. PROGRAM/PROJECT TITLE: Youth Conservation Services

8a. ISSUED TO (RECIPIENT'S) ADDRESS:
The Student Conservation Association, Inc.
4245 North Fairfax Drive
Suite 825
Arlington, Virginia 22203-1606
POC: Ms. Aimee Dobrzeniecki
Email: adobrzeniecki@thesca.org
Phone: 703-524-2441

8b. RECIPIENT'S CAGE CODE: 09EU9

8c. RECIPIENT'S DUNS NUMBER: 040245227

8d. RECIPIENT'S TAX IDENTIFICATION No. : 91-0880684

10. PERIOD OF PERFORMANCE (Approximately)
FROM: 1 FEB 2016
TO: 31 JAN 2017 (Base Year)

11. AWARD HISTORY:
PREVIOUS $ 0.00
THIS ACTION $ 0.00
TOTAL $ 0.00

12. ACCOUNTING AND APPROPRIATIONS DATA: N/A

13. APPLICABLE ENCLOSURES(S), IF CHECKED:
   ☑TERMS and CONDITIONS
   ☑REQUIRED PUBLICATIONS/REPORTS
   ☑PROVISIONS
   ☑OTHER:

14. IMPORTANT: Recipient ☑ is not, ☑ is required to sign this document and return ___ copies to the issuing office.

15. FOR THE RECIPIENT (IF APPLICABLE)
   15a. NAME AND TITLE OF RECIPIENT AUTHORIZED TO SIGN:
       (Type or Print) Aimee Dobrzeniecki CFO

16. FOR THE UNITED STATES OF AMERICA
   16a. GRANTS OFFICER (Type or Print):
       Maria E. Rodriguez
       RODRIGUEZ.MARIA.E.1231838984
       ON: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=RODRIGUEZ.MARIA.E.1231838984
       Digital signature digitally signed by
       RODRIGUEZ.MARIA.E.1231838984
       On: 2016.01.27 12:57:34 -06'00'
       (Signature of Award Grants Officer)
       DATE: 27 Jan 2016

Doc ID: 20160126162527957
Sertifi Electronic Signature

Aimee Dobrzeniecki
aimeed@thesca.org
IP: 71.115.94.47
Sertifi Electronic Signature
Doc ID: 20160126162527957
### Section B - Supplies or Services and Prices

<table>
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<th>ITEM NO</th>
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This Cooperative Agreement provides for student conservation services for training and education services relating to natural resources conservation and outdoor recreation management at over 400 US Army Corps of Engineers lake and river projects and other sites nationwide to include all fifty states in the United States.

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Option Year 4

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Section C - Descriptions and Specifications

TERMS & CONDITIONS

1. Administrative Information.

1.1. Parties to the Agreement. This Agreement is entered into between the US Army Corps of Engineers, Headquarters, hereinafter referred to as Government or USACE, and The Student Conservation Association, Inc., hereinafter referred to as Recipient (collectively referred to as “the Parties”). 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 Program Manager:**
Heather D. Burke  
National Partnership Program Manager  
USACE, 333 SW 1st Ave., Portland, OR 97204  
ATTN: CENWP-OD  
Tel: 503-808-4313  
E-mail: Heather.D.Burke@usace.army.mil

**Government Project Manager:**
Jennifer Linde  
USACE, Fort Worth District, Operations, 819 Taylor St. Fort Worth, TX 76102  
ATTN: CESWF-OD-TN  
Tel: 817-886-1578  
E-mail: Jennifer.B.Linde@usace.army.mil

Kathleen E. Gately  
USACE, Fort Worth District, Operations, 819 Taylor St. Fort Worth, TX 76102  
ATTN: CESWF-OD  
Tel: 817-886-1590  
E-mail: Kathleen.EGgately@usace.army.mil

**Agreement Administrator:**
Lucille R. Smith, Grants Specialist, Contracting Division  
USACE, Fort Worth District, Galveston Execution Branch, 2000 Fort Point Rd, Galveston, Texas 77553-1229  
ATTN: CECT-SWF  
Tel: 409-766-3845  
E-mail: lucille.r.smith@usace.army.mil

**Grants Officer:**
1.2.2. Recipient Representatives.

The Student Conservation Association, Inc. (SCA)
Diana Lischer-Goodband
Public Grants Specialist
4245 North Fairfax Drive,
Suite 825
Arlington, VA 22203-1606
Tel: 603-543-1700 Ext. 1179
E-mail: dlischer@thesca.org

The Student Conservation Association, Inc. (SCA)
Aimee Dobrzeniecki
CFO
4245 North Fairfax Drive,
Suite 825
Arlington, VA 22203-1606
Tel: 703-524-2441
E-mail: adobrzeniecki@thesca.org

1.3. Administrative Requirements, Authority and Order of Precedence.

1.3.1. Governing Regulations. This Agreement will be administered in accordance with, and Recipient shall comply with the applicable requirements of Department of Defense (DoD) Directive 3210.06, and the Defense Grant and Agreement Regulatory System (DGARS).

1.3.2. Legislative Authority. Section 213(a) of the Water Resources Development Act of 2000, further amended by Section 1047(e) and located at 33 U.S.C. 2339(a), as delegated, provides the authority for USACE to enter into cooperative Agreements with non-Federal public and nonprofit entities for services relating to natural resources conservation or recreation management. This authority is designed to further the conservation/recreation management training and educational opportunities about water resources development projects under the jurisdiction of the Secretary of the Army.

1.3.3. 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) 2 CFR Part 200; (2) The DGARS; (3) The Award; (4) the articles of the Agreement, which shall incorporate the provisions of this Agreement.

1.3.4 Mutual 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.
1.3.5 Availability of Funds. This Agreement does not obligate funds, and execution of all work orders are subject to availability of appropriated funds from Congress. Funds are not obligated by the Government until execution of a work order by the Recipient and the Government.

2. Programmatic Requirements.

2.1. Scope of the Agreement.

2.1.1. The goal of this Agreement is to further the training and educational opportunities about USACE water resources development projects hereinafter referred to as “projects”. Recipient shall conduct its program in a partnership with USACE for the express purpose of achieving the mutual objectives of both Parties by not only creating the next generation of conservation leaders but the next generation of potential USACE employees who will reflect the diversity of our nation.

2.1.2 The Recipient is a nonprofit organization which provides young adults and veterans real life experiences in the stewardship of the environment by offering opportunities for education, leadership and personal development to its participants, while providing a high quality public service in natural resources/recreation management and conservation. Recipient recruits, selects, trains and places qualified youth and veterans to serve in support of conservation and recreation management projects.

2.1.3 Recipient has an extensive history of providing young people with opportunities to serve within the leading land management agencies, providing hands-on career training, internships and other education programs to young adults and veterans. Recipient has the capability and expertise to provide a series of conservation/recreation management experiences for youth ranging from high school to post graduate that collectively comprise a continuous opportunity for young adults to enhance their understanding of conservation and prepare for careers in natural resources/recreation management.

2.1.4 Recipient has the experience, plant capacity and demonstrated capability to successfully place interns and conservation crews at over 400 USACE lake and river projects nationwide in accordance with all provisions in this Agreement.

2.2. Recipient agrees to, and must be fully capable of immediately satisfying all the following program requirements:

2.2.1. Facilitate a mutually advantageous arrangement whereby USACE may obtain assistance from the Recipient to provide work support to implement multiple use natural resources, cultural and outdoor recreation management programs and work assignments at USACE projects, while providing meaningful work experience to the Recipient’s participants in promoting the conservation ethic of both Parties.

2.2.2. Develop a program involving cooperative efforts in outdoor recreation management, visitor services, cultural and natural resources conservation including, but not limited to trail development and maintenance, historic, cultural, forest and timber management, minor construction work, archeological conservation, visitor surveys, public safety programming, geographic information systems, native plant habitat restoration, invasive species control and rehabilitation.

2.2.3. Promote and stimulate public purposes such as education, job training, development of responsible citizens, productive community involvement, and further the understanding and appreciation of natural and cultural resources through the involvement of youth, young adults and veterans in the care and enhancement of public resources.
2.2.4. Continue the longstanding efforts of USACE to provide opportunities for public service, youth and veteran employment, minority youth development and training, and participation of young adults in accomplishing conservation and recreation management work.

2.2.5. Utilize both national and local recruitment strategies and capabilities to attract, select, place and maintain qualified individuals who are acceptable to USACE on a nationwide basis within the following types of conservation/recreation management intern, work crew and team programs:

2.2.5.1. Conservation/Recreation Work Crews. High school or college-age students assigned to short-term work crews to accomplish work such as trail construction/maintenance and other labor intensive work in support of USACE Operations/Natural Resources Management program at over 400 USACE lake/river project locations nationwide. Recipient shall provide real life experiences in working with the personal challenges of living together with few amenities for 1-3 months, and learning through team building and cooperation.

2.2.5.2. Conservation/Recreation Teams. Teams of college-age and/or graduate-level interns, including veterans, engage in projects that address critical natural resources and recreation management issues including studying geophysical or ecological systems, analysis of public resource use and impacts, climate change research, wild land fire research and prevention, and environmental education. This includes broader-based national actions such as visitor services and surveys, public safety, veterans’ programs, Level I inventories and invasive species initiatives.

2.2.5.3. Conservation/Recreation Interns. College-age and young adults, including veterans gaining on-the-job experience in environmental and social science research, public service and safety, and natural resources and recreation management through individual service placements ranging from a few months to one year.

2.2.5.4 Special Outreach Programs. Provide for training and leadership opportunities, especially to young men and women from culturally and ethnically diverse backgrounds who are underrepresented in the conservation professions. Program enables urban and diverse young people from high school to post-college age to better connect with the natural world, to build work skills for environmental protection and to train as leaders for America's future.

2.2.5.5 Team/Work Crew Leaders. Provide qualified, capable and experienced conservation/recreation team/work crew leaders, twenty one years or older, to provide fulltime on-site crew supervision in accomplishing projects. Team leaders shall be knowledgeable of and shall obey all appropriate and necessary safety practices, equipment and regulations pertaining to the project, as well as how to live and work safely in remote areas. All leaders must pass a security/safety background check prior to performing work under this Agreement.

2.2.6. Manage and carry out all administrative functions associated with the services under this Agreement. Maintain administrative records for all participants and crew leaders.

2.2.7. Submit timely and accurate financial reports for all Recipient programs in accordance with 2 CFR part 200, Subpart F (previously implemented through OMB Circular A-133 “Single Audits”).

2.2.8. Provide 24-hour, 7 days a week risk management support to all Recipient participants. Provide on call duty officers who will monitor and immediately respond to any type of incident, accident and injury.
2.2.9. Take corrective measures, including but not limited to, issues of conduct for all interns, crews, and team leaders provided under this Agreement.

2.2.10. Conduct a quantitative evaluation, qualitative feedback and voluntarily disclosed demographic information from Recipient members and USACE. Action will monitor performance, trouble-shoot problem areas, and create solutions for future recruitment activities. An evaluation summary should be provided to USACE as well.

2.2.11. Provide transportation support including round-trip transportation to safely transport participants to USACE sites at the beginning and end of their assignments; commuting allowance if distance from housing to duty station is 10 or more miles each way; a travel allowance for participants who live within commuting distance of their duty station; weekly subsistence for the participant during their tour of duty.

2.2.12. Provide the following personal items including, but limited to: A uniform (or other form of agency/Recipient identification) of USACE’s specification or clothing allowance if required by the project site; Recipient patches, nametags or other appropriate identification. Recipient interns and members will not wear any component of the USACE Natural Resources Management (Park Ranger) uniform, including the uniform patch and ball cap.

2.2.13. Provide work crews with food, camping equipment and all educational, first aid, recreational and general supplies required by the group.

2.2.14. Provide all necessary tools, equipment, and safety equipment for all Recipient participants and crew leaders, unless otherwise identified as Government furnished property in the individual work order (Appendix A). Accept tools, equipment and facilities furnished by USACE as identified in the work order on a property loan basis. All such items shall be returned in the same condition received except for normal wear in project use. Should USACE not supply all necessary aforementioned tools, equipment and services identified in the work order, and if the Recipient, in order to satisfactorily perform any service as requested by USACE, is asked or required to procure any additional necessary equipment, supplies, or services, the Recipient will do so to the agreed upon specifications of the USACE. Any such tools, equipment and services procured by the Recipient due to a requested project of the USACE shall follow disposition regulations found in 2 CFR 200.313.

2.2.15. Coordinate with USACE to locate alternative lodging for conservation/recreation teams and interns if USACE furnished lodging is not available at the site or provided by the team member or intern prior to work assignment. USACE is not responsible for any direct payment for lodging. Recipient will include a lodging allotment as part of the financial assistance for the project as stated in the work order. If needed, the Recipient shall arrange alternative lodging and payment to be reimbursed by USACE pursuant to the work order estimate.


2.2.17. Provide a comprehensive annual performance report of all USACE related activities and achievements along with participant demographic information. Incorporate effective outcome based evaluation and benchmarking procedures that correlate with specific USACE requirements to include the number and diversity of participants, amount and quality of conservation/recreation
management services work performed, amount of hours served, number of safety violations and participant issues, and when possible, the number of participants who accepted leadership roles/position in the natural resources management profession and within USACE. Provide a final performance report for each work order that includes dates of service, goals and objectives achieved, number of hours served, and performance evaluation of the participants. (Appendix B).

2.2.18. Provide on-site transportation required to perform projects during the project period unless deferred to USACE as specified in the work order.

2.3. The Government agrees to:

2.3.1. Provide appropriate access and information to Recipient representatives and the participants as necessary.

2.3.2. Select Conservation/Recreation interns unless the Government defers this action to the Recipient and as specified in the work order.

2.3.3. Provide meaningful work assignments relating to the natural resources and recreation management.

2.3.4. Provide assistance for work activities assigned to Recipient interns and provide technical assistance as required to crew leaders and crews.

2.3.5. Make available informal training opportunities to Recipient participants and crew leaders that will make their service more effective.

2.3.6. Provide government furnished on-site lodging where available and applicable or reimburse the Recipient for lodging costs. Lodging for conservation/recreation teams and interns can consist of government quarters, GSA or FEMA house trailers and/or camper trailers, cabins, dormitories, apartments/condominiums, or rented housing as specified in the work order. Providing a campsite(s) does not meet the lodging requirement for teams and interns. Provide campsites for conservation/recreation work crews at the location where work is conducted. Coordinate with the Recipient if Government furnished on-site lodging is not available in accordance with paragraph 2.2.15 and as identified in the work order.

2.3.7. Provide equipment and supplies in accordance with paragraph 2.2.14 and as identified in the work order.

2.3.8. Provide on-site transportation required to perform projects during the project period unless deferred to Recipient as specified in the work order. If on-site transportation is provided by USACE, Recipient participants must comply with any training or administrative requirements specified by USACE in the work order.

2.4. Modifications.

2.4.1. Modifications to this Agreement may be proposed by either party and shall become effective upon signature by both of the Parties. Neither party shall implement a modification 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.
2.4.2. Revision of budget/program plans. Recipient shall request for USACE approval any revision of budget/program plans in accordance with 2 CFR 200.308(c)(2) and Section 2.4.3 of this Agreement or written direction from the Grants Officer.

2.4.3. Per 2 CFR, paragraph 200.308, Recipient is required to report deviations from budget and program plans and request prior approvals for budget and program plan revisions in a timely manner for the following:

2.4.3.1. Change in the scope or the objective of the project or program, even if there is no associated budget revision requiring prior written approval.

2.4.3.2. Change in key personnel specified in the application or award document.

2.4.3.3. The absence for more than three (3) months, or a 25 percent reduction in the time devoted to the project, by the approved project director or principal investigator.

2.4.3.4. The need for additional Federal funding.

2.4.3.5. The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

2.4.3.6. The inclusion of costs that require prior approval in accordance with OMB Circular A-22, “Cost Principles for Non-Profit Organizations” (2 CFR Part 230). Note that many of the prior approvals in these cost principles have been appropriately waived only after consultation with the cognizant federal agency responsible for negotiating the recipient’s indirect costs.

2.4.3.7. The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

2.4.3.8. Unless previously described in the application and funded in the approved award, the sub-award, transfer or contracting out of any work under this award. This provision does not apply to the purchase of supplies, materials, equipment or general support services.

2.4.3.9. The Recipient may initiate, without prior approval, a one-time no-cost extension (i.e., an extension in the expiration date of an award that does not require additional Federal funds) for a period of up to twelve months as long as the no-cost extension does not involve a change in the approved objectives or scope of the project and as long as such an extension does not cause USACE to fail to comply with DoD funding policies. This request must be submitted in writing to the office that made the award at least 10 calendar days before the original expiration date of the award and shall include the supporting reason and a revised expiration date. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

2.4.3.10. The transfer of funds among direct cost categories, functions and activities for any award in which the Federal share of funds exceeds the Simplified Acquisition Threshold, currently $150,000 and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved as long as such transfer would not cause any Federal appropriation or part thereof to be used for purposes other than those consistent with the original intent of the appropriation.
2.4.3.11. If authorized by USACE, the Recipient may incur pre-award costs prior to the effective date of the award. All pre-award costs are incurred at the Recipient’s risk; the Government is under no obligation to reimburse such costs if for any reason the receipt does not receive an award or if the award is less than anticipated and inadequate to cover such costs.

2.4.4. The Grants Officer may unilaterally issue modifications for minor or administrative matters, such as changes in key personnel, paying office, etc. All other modifications shall require a written modification signed by both of the Parties, in accordance with 2.4.1.

2.5. Subawards.

2.5.1. The Recipient shall apply to each subaward the administrative requirements of the DGARS applicable to the particular type of subrecipient.

2.5.2. 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 II to 2 CFR Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).

2.5.3. Procurement. The Recipient’s systems for acquiring goods and services under this Agreement shall comply with 2 CFR 200.317 through 200.326 (Procurement Standards).

3. Term.

3.1. Term of Agreement. The term of this cooperative Agreement is for a Base Year and potentially 4 additional one-year options with work orders issued as needed. Work orders will have performance and budget periods that are specific to the requested work. If the Parties agree, the performance period for a work order may be extended. Any extension shall be formalized through modification of the work order 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. 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).

3.4. Termination.

3.4.1. The Grants Officer may terminate this Agreement or any Work Order (in whole or in part) by written notice to the Recipient upon a finding that the Recipient has failed to comply with the material provisions of this Agreement.

3.4.2. Per 2 CFR 200.339 (Termination):

3.4.2.1. This Agreement and any Work Order may be terminated in whole or in part only as follows:

3.4.2.1.1. By the Grants Officer, if a Recipient materially fails to comply with the terms conditions of an award;
3.4.2.1.2. By the Grants Officer with the consent of the Recipient, in which case the two Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

3.4.2.1.3. By the Recipient upon sending to the Grants Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The Recipient must provide such notice at least 30 calendar days prior to the effective date of the termination. However, if the Grants Officer determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, he or she may terminate the award in its entirety.

3.4.2.2. If costs are allowed under an award, the responsibilities of the Recipient referred to in Sec. 32.71, including those for property management as applicable, shall be considered in the termination of the award, and provision shall be made for continuing responsibilities of the Recipient after termination, as appropriate.

3.4.3. 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.

3.4.4. 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.


4.1. Method of Payment.

4.1.1. The Government will reimburse Recipient up to the stated amount for performance under the relevant work order(s) issued under this Agreement. The Government is not liable for any expenditure in excess of this stated amount unless agreed to by written modification of the applicable work order.

4.1.2. Payments will be made on a reimbursable basis for actual costs incurred, in accordance with the approved cost estimate attached to each work order. Recipient may submit a “Request for Advance or Reimbursement” (SF-270) along with other required documentation to the Government Project Manager (see paragraph 1.2.1) no more frequently than monthly. Payment shall be made by Electronic Funds Transfer (EFT).

4.1.3. It is a requirement to use EFT for this Agreement and any associated work orders, unless a written waiver is granted. To be paid, recipient must submit a Payment Information Form (Standard Form SF-3881) to the responsible DoD payment office.

4.1.4. Payments shall be made in compliance with 2 CFR 200.305.

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 200.302(b).

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.

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 2 CFR 200.336.

4.6. Cost Sharing.

4.6.1. 100% USACE funded. Program participants’ are considered and will be recorded as volunteers for the purposes of this Agreement and the USACE volunteer program. As such, this Agreement and any applicable work orders do not cover salaries for program participants and any such costs shall not be reimbursed.


4.7.1. The Recipient shall submit a “Federal Financial Report” (SF-425) on an annual basis. Reports are due no later than 90 calendar days following the end of each reporting period. A final SF-425 shall be submitted within 90 calendar days after the expiration date of the award.

4.7.2. Financial reports shall be submitted to the Government Project Manager.

4.8. Estimated Funding. Minimum funding for the base year cooperative Agreement and work order is $3,000. The Recipient of this base year cooperative Agreement and work order may be offered up to 4 separate one year options extending the terms and conditions of the base year cooperative Agreement with each option having a minimum initial award amount of $3,000. This minimum means that the Government’s liability is limited to this $3,000 if no orders above the minimum amount are placed by the Government in each such year.

4.8.1. While USACE cannot guarantee available funding above the minimum for an executed work order, and the amount of funding above the minimum for an executed work order depends on a number of factors including appropriations from Congress and the number of Divisions and Districts utilizing this national cooperative Agreement, USACE currently estimates that the total maximum amount funding for the base year and the four option years to be in the range of five million dollars with the possibility of up to ten million dollars with the current estimated average amount of one to two million dollars for any full year. These amounts are estimates and should not be construed as the total amount available, or a minimum amount of funding available, or a guaranteed amount. Total amount of funds available and to be obligated, as well as, the services requested will be more fully set forth in the work orders.

4.8.2. Funds presently available for performance for the base year cooperative Agreement and work order are $3,000. The Government's obligation for performance of the cooperative Agreement beyond the initial base year cooperative Agreement and work order is contingent upon execution of individual work orders and
options, the availability of appropriated funds and utilization of this national cooperative Agreement by USACE Districts and Divisions. No legal liability on the part of the Government for any payment may arise for performance under any work order or option until funds are made available for performance and a work order is executed by both the Recipient and the Government. Recipients should only expend funds once there is a fully executed cooperative Agreement and work order. The work order will specify the amount of funding available and obligated by the Government for the work order.

5. Property Management.

5.1. The Recipient’s property management system shall comply with.

5.2. 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.

5.3. 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).

5.4. 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.

5.5. 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).

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

5.7. Reporting Requirements.

5.7.1. The following forms shall be utilized to meet reporting requirements.

- SF-428 Tangible Personal Property Report
- SF-428 A – Annual Report (reporting Federally-owned property)
- SF-428 B – Final Report
- SF-428 C – Disposition Request
- RPSR – Real Property Status Report
- RPSR Attachment A – General Reporting
- RPSR Attachment B – Request to Acquire, Improve or Furnish
- RPSR Attachment C – Disposition Request
5.7.2. 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. The 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.

7.2. Certification Regarding Lobbying. The Recipient has executed the certification regarding lobbying.

7.3. National Policy Matters and Assurances. Pursuant to DGARS Part 32, applicable to universities or other non-profit organizations, the Recipient shall comply with the applicable provisions of the following national policies on and all provisions contained in the attached SF 424B, which is incorporated into this Agreement:

   - Nondiscrimination (3.5.3)
   - Debarment and Suspension (3.5.4)
   - Hatch Act (3.5.5)
   - Environmental Standards (3.5.6)
   - Drug-Free Workplace (3.5.7)
   - National Preservation (3.5.8)
   - Officials Not to Benefit (3.5.9)
   - Relocation and Real Property Acquisition (3.5.10)

8. Indemnification.

8.1. To the extent permitted by applicable law, Recipient shall indemnify Government 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.

8.2. Liability.

8.2.1 All insurance shall be in a form and amount and for those periods as the Grants Officer may require in this Agreement or work order(s).

8.2.2 Recipient shall obtain and maintain coverage for equipment in accordance with 2 CFR 200.310.

8.2.3 Recipient shall obtain and maintain appropriate insurance coverage for workers’ compensation, employer’s liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Grants Officer may require under this Cooperative Agreement or work order.

8.2.4 The Recipient shall provide and maintain during the Agreement period, comprehensive liability insurance of not less than $1,000,000 per occurrence / $3,000,000 aggregate for bodily injury and property damage subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for high use and on property in the care, custody and control of the policyholder.) The U.S. government shall be included as an additional insured under the terms of this coverage to the extent its interest may appear.

8.2.5 In addition, the Recipient shall maintain accidental, health, dismemberment and injury insurance for all participants of programs undertaken by the Recipient. The Recipient shall provide USACE a certificate of insurance covering the current program year.

8.2.6. Workers’ compensation and employer’s liability. Worker’s compensation protection shall be provided by the Recipient to all Recipient officers, employees, and representatives.

8.2.7. Recipients are required to comply with applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy. Employer’s liability coverage of at least $1,000,000 per occurrence shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

8.2.8. Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles provided by the Recipient used in connection with performing the work as outlined in the work order. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

8.2.9. Aircraft public and passenger liability. When aircraft are used in connection with performing the work outlined in the work order, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever
is greater. Commercial aircraft used by Recipient for transportation of participants to USACE sites are exempt from this requirement.

8.2.10. Vessel liability. When Recipient performance involves use of non-Government owned vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.
Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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