

MODIFICATION

to the

COOPERATIVE AGREEMENT

Between

United States Army Corps of Engineers, Portland District

And

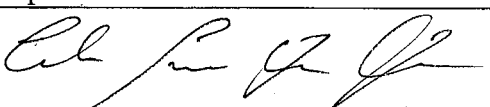
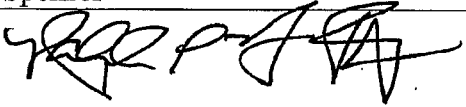
Northwest Youth Corps

Concerning: Outdoor Education Youth Work crews to provide maintenance services on U.S. Army Corps Project lands consisting of park maintenance, vegetation management, landscaping and similar manual labor.

Agreement Number: W9127N-09-2-0005-P00001, April 23, 2009

Short Title: Outdoor Education Youth Work Crew, Outdoor Work Activities

Effective Date of Modification: When signed by both parties

Recipient	Sponsor
	
Signature & Date Block 9/16/09	Signature & Date Block 10 AUG 2009
FOR JOE WAKSMONDSKI, PROGRAM DIRECTOR Northwest Youth Corps	RALPH P. BANSE-FAY Grants Officer

Modification: The following changes to this Cooperative Agreement are agreed to:

1. The Cooperative Agreement will be expanded beyond the Willamette Valley Projects to include the entire Portland District, but project or tasking efforts will be based on mutual agreement and described in Task Orders.
2. Willamette Valley Project references made in sections 1 and 4 are removed.
3. Regarding section 2, "Administrative Personnel", the "Government Project Manager" will be identified in Task Orders.

Cooperative Agreement
Between

The United States of America
U.S. Army Corps of Engineers, Portland District

And

Northwest Youth Corps, Eugene, Oregon

Concerning:

Outdoor Education Youth Work crews to provide maintenance services on U.S. Army Corps Project lands consisting of park maintenance, vegetation management, landscaping and similar manual labor.

Agreement Number: W9127N-09-2-0005

Short Title: Outdoor Education Youth Work Crew, Vegetation Management

Amount: Funds will be made available as budgets allow

Cost Share: NONE

Authority: 33 USC, Section 2339

Effective Date: When signed

Term: Work activities from effective signature date through end of calendar year, with options to extend up to five years,

Signed:

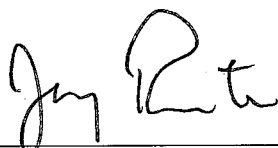
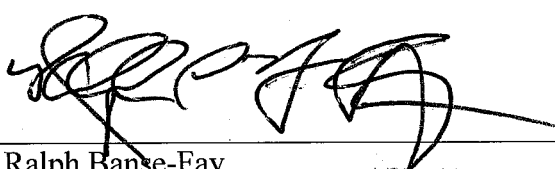
Recipient: Northwest Youth Corps	Sponsor: US Army Corps of Engineers
	
Jay Runte Northwest Youth Corps	Ralph Banse-Fay Grants Officer 23 APR 2009

TABLE OF CONTENTS

1. PARTIES TO THE AGREEMENT
2. ADMINISTRATIVE PERSONNEL
3. ADMINISTRATIVE REQUIREMENTS AND ORDER OF PRECEDENCE
4. SCOPE OF AGREEMENT
5. METHOD OF PAYMENT
6. PERIOD OF AGREEMENT
7. REPORTING REQUIREMENTS
8. PROPERTY
9. ACCOUNTING PRACTICES
10. RETENTION AND ACCESS TO RECORDS
11. MODIFICATIONS
12. TERMINATION
13. CLAIMS, DISPUTES AND APPEALS
14. COMPLIANCE WITH LAWS
15. IDEMNIFICATION

Attachments

NONE

3. ADMINISTRATIVE REQUIREMENTS AND ORDER OF PRECEDENCE

- a. **Governing Regulations.** This is an agreement with the Federal Government, and thus is subject to federal law as well as applicable state and local law. Federal law requires specific statutory authority for Federal agencies to enter into this agreement with non-Federal persons and entities, and such authority has been cited on page one of this document under "authorities"..

This agreement will be administered in accordance with and recipients shall comply with the applicable requirements of DoD 3210.6-R, The DoD Grant and Agreement Regulations (DoDGARS), 13 Apr 1998, 32 CFR Part 21 et seq.

- b. **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) Applicable federal treaties and statutes; (2) The DoDGARS; (3) the articles of this agreement; and (4) the attachments to this agreement if any.

4. SCOPE OF THE AGREEMENT

- a. The Recipient shall conduct vegetation management, park maintenance, litter pick-up and debris removal at various projects at the Willamette Valley Projects.
- b. The recipient shall Furnish:
 - Youth work crews as available from outdoor education programs, adequately equipped with NYC tools to complete specified tasks and clothed to do normal public lands improvement and conservation work, to perform specified projects at various sites in and around the Willamette Valley Projects.
 - Provide all necessary medical attention for injuries of crew leader and crew members sustained while engaged in work under Agreement.
 - Be responsible for housing, feeding, clothing, transportation, medical care and other welfare needs, as may be required, for crew supervisory personnel and youth crew members.
 - At all times have full jurisdiction over and be responsible for the supervision, discipline and control of youth crew members assigned to work projects under this Agreement.

- In connection with the performance of work under this Agreement, not discriminate against any employee or crew member because of age, sex, race, religion, color or national origin.
 - To complete assigned work projects to the specifications and standards of the Corps.
 - Work performed under this Agreement shall consist of public lands improvement and conservation projects. Fire suppression and prescribed burning shall not be performed under this Agreement. In the case of fire, the Youth Corps shall promptly notify the Corps.
- c. The sponsor's Project Manager will work closely with the recipient to promote effective collaboration between the recipient and the sponsor to ensure that the research objectives are met.
 - d. Changes to this agreement that would result in a change in the scope or objective of this work effort or a need for additional Federal funding must be approved by the Grants Officer and the agreement modified in writing.

5. METHOD OF PAYMENT

- a. Sponsor will reimburse recipient up to amounts determined on a yearly basis via Task Orders. Sponsor is not liable for any expenditure in excess of Task Order amount unless agreed to by modification of this agreement.
- b. Payments will be made on a reimbursable basis for actual costs incurred. Advance payments are not authorized. Recipient may bill no more frequently than monthly. Invoices should include a completed SF270, "Request for Advance or Reimbursement". Submit invoices to the Sponsor's Agreement Administrator and Government Project Manager (see paragraph 2.a.).

6. PERIOD OF AGREEMENT

Base Period: This agreement covers work activities during the period from effective date of signature on Task Orders through December 31 of that same year and will remain in force until the recipient has met all its obligations under the agreement. Unless extended.

Option to Extend Term: If the parties agree by formal amendment, the term of this agreement may be extended if funds are available and work tasks reasonably warrant. Such extensions shall be a year at a time and the total term may not exceed 5 years.

7. REPORTING

None

8. PROPERTY

- a. Real Property. None. Recipient shall use its own facilities.
- b. Personal Property (Equipment and supplies). Unless otherwise specified, title for all real or personal property purchased for the performance of this agreement shall vest with THE SPONSOR
- c. Government Furnished Property: Sponsor shall provide tools and equipment that are above and beyond normal natural resource management duties. In the event recipient is provided federally-owned equipment, title will remain vested in the federal government.
- d. Intellectual Property. N/A

9. ACCOUNTING PRACTICES

- a. Standards of Financial Management Systems. The recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles and with 32 CFR Part 32.
- b. Costs Principles: Allowable costs are governed by 32 CFR §§ 32.27 and 32.28. Allowable costs are determined by OMB Circular A-122, "Cost Principles for Non-Profit Organizations."
- c. Audit. Non-federal entities that expend \$500,000 or more in one year under Federal awards, they shall have an audit performed for that year by an independent auditor in accordance with 32 CFR § 32.26 (which incorporates OMB Circular A-133, "Audits of States, local governments, and non-profit organizations"). The recipient shall provide a copy of the auditor's report to the grants officer.

10. RETENTION AND ACCESS TO RECORDS

Recipients 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.

11. MODIFICATIONS

- a. 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 sponsor'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.

- b. The grants officer may issue unilaterally modifications for minor or administrative matters, such as changes in key personnel, paying office, etc.

12. TERMINATION

- a. 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.
- b. Additionally, 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.
- c. 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.
- d. If this agreement is incrementally funded, it may be terminated in the absence of additional funding.

13. CLAIMS, DISPUTES AND APPEALS

- a. 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.
- b. Claims Resolutions 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 from the sponsor shall be supported by a written decision of the sponsor's grants officer. Claims from the recipient shall be decided by the sponsor's grants officer within 60 days of receipt. 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 32 CFR § 22.815(e).

- c. Non-exclusivity of Remedies. Nothing in this section is intended to limit the recipient's right to any remedy under the law.

14. COMPLIANCE WITH APPLICABLE LAWS

- a. Recipient agrees that it will comply with all applicable federal, state and local laws, codes, regulations, rules and orders.
- b. By signing or accepting funds under this agreement, the recipient is providing the certification at Appendix A to 32 CFR part 28 regarding lobbying.
- c. 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:

(1) Prohibiting discrimination:

(i) On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200b, et seq.), as implemented by DoD regulations at 32 CFR 195;

(ii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by the Department of Health and Human Services regulations at 45 CFR 90; and

(iii) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as implemented by the Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

(2) Handling Animals in accordance with the rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR parts 21-227 implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

(3) Prohibition on Contracting with Suspended, Debarred or Ineligible Contractors. (Subpart C of 32 CFR 25)

- (4) The Clean Air Act (42 U.S.C. 7401 et seq.) and Clean Water Act (33 U.S.C. 1251 et seq.) as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp, p. 799) and Environmental Protection Agency rules at Subpart J of 40 CFR Part 32.
- (5) Drug-Free Workplace. Comply with the requirements regarding drug-free workplace in Subpart B of 32 CFR part 26.
- (6) Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of the agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

d. Recipient will obtain assurances of compliance from contractors at lower tiers.

15. INDEMNIFICATION

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, ORS 30.260-30.300, 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.