DRAFT COOPERATIVE AGREEMENT (MDNR)

AGREEMENT NUMBER: W912DQ262XXXX EFFECTIVE DATE: XX Month XXXX

ISSUED BY:	ISSUED TO:
The United States of America U.S. Army Corps of Engineers, Kansas City District 601 E. 12th Street Kansas City, MO 64106	Missouri Department of Natural Resources 1101 Riverside Drive Jefferson City, MO 65102

CONCERNING: Management of Undesirable Plants on USACE Lands at the Missouri River Mitigation Project, in Missouri's St. Charles County.

AUTHORIZED BY: 7 U.S.C. § 2814 Federal Noxious Weed Act of 1974 Accounting Citation:

CFDA NUMBER: 12.012 UEI NUMBER:

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

TOTAL AWARD AMOUNT: $275,000.00

TOTAL BASE YEAR AWARD VALUE: $55,000

PERIOD OF PERFORMANCE: Base Period: Date of Award 2026 – 1 Jul 2026 – 30 Jun 2027
NTE $55,000.00
Option Year 1: 1 Jul 2027 – 30 Jun 2028
NTE $55,000.00
Option Year 2: 1 Jul 2028 – 30 Jun 2029
NTE $55,000.00
Option Year 3 – 1 Jul 2029 – 30 Jun 2030
NTE $55,000.00
Option Year 4 - 1 Jul 2030 – 30 Jun 2031
NTE $55,000.00

ADMINISTERED BY: LACY KAY (816) 389-3509
lacy.kay@usace.army.mil

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NOTICE OF ELECTRONIC FUNDS TRANSFER (EFT): Pursuant to 32 C.F.R. § 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)

Lacy Kay
USACE Grants and Agreements Officer DATE
lacy.kay@usace.army.mil

SIGNATURE OF RECIPIENT DATE

Darcy Barbee
Federal Aid Coordinator
Darcy.bybee@dnr.mo.gov

1. Administrative Information

1.1. Parties to the Agreement

This agreement is entered into between the US Army Corps of Engineers, Kansas City District, hereinafter referred to as GOVERNMENT, and Missouri Department of Natural Resource, 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:

John Skelton
USACE, Kansas City District
ATTN: CENWK-ODF-R
790 E. HWY 224
Napoleon, Missouri, 64074

Tel: 816-389-3968
E-mail: john.a.skelton@usace.army.mil

Agreement Administrator:

Steven Lawson
USACE, Kansas City District
ATTN: CENWK-CTH
601 E. 12th ST.
Kansas City, Missouri, 64106

Tel: 816-389-3157
E-mail: steven.a.lawson@usace.army.mil

Grants Officer:

Lacy Kay
USACE, Kansas City District
ATTN: CENWK-CTH
601 E. 12th ST.
Kansas City, Missouri, 64106

Tel: 816-389-3509
E-mail: lacy.kay@usace.army.mil

1.2.2. Recipient Representatives:

Director of Administrative Support

Darcy Bybee
Missouri Department of Natural Resources
1101 Riverside Drive
Jefferson City, MO 65102

Tel: 573-751-1117
E-mail: darcy.bybee@dnr.mo.gov

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.

This agreement represents an opportunity for the Recipient, with the responsibility for the administration and implementation of undesirable plant laws of the State of Missouri, to perform management of undesirable plants on USACE lands under their jurisdiction.

The purpose of the cooperative agreement is to manage undesirable plants on Federal lands. The goal is to facilitate coordination to affect weed control on a watershed or ecosystem scale. It also enables the Government and the Recipient to contribute to regionally agreed efforts. The agreement is intended to allow development of collaborative programs throughout Kansas City District, improving the quality of undesirable plant management efforts.

2.1.1 Goals and Objectives:

Invasive species, including noxious weeds and other undesirable plants, degrade the quality of public land, threaten agricultural production, interfere with ecosystem processes, and can be injurious to human health. These species cannot be managed piecemeal, and various public laws and orders (e.g., Executive Order 13112 of February 3, 1999) recognize the need to coordinate and integrate their management across jurisdictional boundaries. Interagency coordination is the only way to effectively control noxious weeds on a watershed or ecosystem scale, and efforts on USACE land must be consistent with those on other jurisdictions. This agreement will enable USACE and the recipient to contribute to the planning and implementation of regionally agreed efforts to prevent or control noxious weeds and other undesirable plants.

The Recipient of this agreement will use an integrated approach to vegetation management considering preventative measures and all treatment methods, including physical, mechanical, biological, chemical and cultural. Appropriate treatment methods to be employed will be determined through collaboration of each party and stipulated through a USACE-approved annual plan of work.

2.1.2 BENEFITS:

This Agreement will deliver substantial benefits related to Project, regional, and national invasive species management goals. Public benefits to the region and watershed function will be substantial in terms of both control and cross-boundary cooperation. Cooperative efforts will include coordination, planning, surveying, and treatment (including biological agents) to control noxious weeds threatening USACE-managed project sites.

2.2. Description of Services

Recipient will provide professional services to assist the US Army Corps of Engineers (USACE) with the Integrated Vegetation Management (IVM) of undesirable plants affecting federal lands and waters managed by the Natural Resource Management section associated with Missouri River Bank Stabilization and Navigation, Fish & Wildlife Mitigation Project, (collectively referred to as the Missouri River Mitigation Project) in St. Charles, County, Missouri. 7 USC 2814 States that the recipient of this funding assistance must be a State agency, or political subdivision thereof, responsible for the administration and implementation of undesirable plants laws of the State.

2.2.1. Coordination
Interagency coordination through participation and leadership in utilizing an integrated management system for the containment and control of undesirable plants from a Missouri River Mitigation Project perspective. Manage and coordinate the actions of this Agreement with levee boards, adjacent land owners, USACE, Missouri River Project Office other political subdivisions of the State. Specifically, in the Missouri River Region, the recipient will coordinate to the maximum extent possible, on Missouri River Mitigation Sites.

b. Planning
2.2.2 Assist in the development of a USACE-approved annual management plan, identifying target species for inventory and management, prioritizing treatment based on site location and level of infestation. Provide consultation to USACE on regional Best Management Practices including Early Detection and Rapid Response (EDRR) targets, quarantine initiatives, biological control releases and new designations or shifts in State-listed species.

2.2.3. Surveying
Assist with the inventory, survey, monitoring, and/or mapping of exotic, noxious, invasive, or undesirable native vegetation potentially affecting Missouri River Mitigation Project lands and waters. Maps, location descriptions, data and/or GIS information will be provided to USACE Project Natural Resource Managers that will aid in the management of areas under Project management.

2.2.4. Implementation
Assist in the implementation of the appropriate integrated treatment method as prescribed or approved by USACE biologists, natural resource specialists, or natural resource managers and coordinated with the Grants Officer (GO). Implementation will be aligned with the Missouri River Mitigation Project operational plans. Treatments may employ prevention, mechanical, cultural, biocontrol or herbicide application. Specific targets are identified in the annual management plan.

2.2.5. Reporting
If chemical methods are planned during the Period of Performance, an “Anticipated Pesticide Use” report will be submitted by the recipient to the USACE Project Natural Resource Manager, prior to implementation. An “Actual Pesticide Use” report will then be submitted by the recipient by 30 November, outlining what actions were completed of each year. Templates will be

provided by USACE to ensure the required data outlined in the relevant project plans and EPA pesticide regulations are included.

2.3. 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.

2.4. Modifications

2.4.1. 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.

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

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

2.5. Subawards

2.5.1. 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.

2.5.2. 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 DoDGARS.

2.6. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with 2 C.F.R. §§ 200.317 to 200.326.

3. Period of Performance

3.1. Period of Performance of Agreement

Period of Performance of this Cooperative Agreement is a one-year period with four (4) one-year option periods. The base period will be in effect 12 months from the date the award is signed, followed by four (4) one-year option periods. At any time prior to the completion of a performance period, the parties may agree to bilaterally exercise a one-year option period extending the cooperative agreement performance period by one year, so long as the funds remain available for continued performance.

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, requiring performance or financial audits, suspension of award, termination, or any other action provided by law.

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 the terminated 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 noncancelable 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 at 2 C.F.R. §§ 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 in conformance with the terms of 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 allowable, allocable and reasonable 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 The SF-270 should be submitted to NWK.CA,Invoicing@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 C.F.R. Part 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 C.F.R. §§ 200.302 and 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. [In accordance with 15 CFR §14.26(c) and (d), for-profit hospitals, commercial, and other organizations not covered by the audit provisions of 2 CFR 200 Subpart F that expend $750,000 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.

4.4.3 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.

4.4.4 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 these records by the Government shall be permitted in accordance with 2 CFR §200.333.

4.5. Cost Sharing

4.5.1.100% USACE Funded

4.5.2. The Recipient's contributions may count as cost sharing only to the extent that they comply with the criteria at 2 C.F.R. § 200.306.

4.6. Financial Reporting

4.6.1.The Recipient shall submit a "Federal Financial Report" (SF-425) on a quarterly (can be

adjusted no less than quarterly and no more than annually) basis. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 shall be submitted within 90 days after the expiration date of the award.

4.6.2. Financial reports shall be submitted to the Government's Agreement Administrator.

5. Property Management

The Recipient's property management system shall comply with 2 C.F.R. §§ 200.310 to 200.316.

5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with 2 C.F.R. § 200.311, only the eState necessary for the project purpose should be
acquired and the 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, Nonprofit, 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 C.F.R. § 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 C.F.R. § 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 any 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 created under this agreement for Federal Government purposes in accordance with 2 C.F.R. § 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 C.F.R. part 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. 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 Cooperative Agreement. 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, whenever possible.

6.2. Claims Resolution Process

When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in 32 C.F.R. § 22.815 as the administrative process to resolve claims, disputes and appeals. Under 32 C.F.R. § 22.815, a recipient's 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 to a recipient 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

A separate certification regarding lobbying must be submitted per 32 C.F.R. Part 28.

7.3. Award Provisions

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 2 C.F.R. Part 200 for awards for universities, hospitals, other nonprofit organizations, States, local governments, and Indian tribal governments.]

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 the 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. The Government shall be liable for its actions and omissions in accordance with the Federal Tort Claims Act, as applicable, and other applicable Federal law.