

**COOPERATIVE AGREEMENT**

AGREEMENT NUMBER: W9127N-13-2-0001	EFFECTIVE DATE: 1 April 2013
ISSUED BY:  The United States of America US Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204-3495	ISSUED TO:  Lane County 2727 MLK Blvd Eugene, OR 97401-5901

CONCERNING: Maintenance services consisting of park maintenance, vegetation management, landscaping, and similar manual labor on US Army Corps of Engineers, Portland District lands.

AUTHORIZED BY: 33 USC 2339 (a)

CFDA NUMBER: TBD

DUNS NUMBER: 030786248

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

AMOUNT: Determined Per Task Order

COST SHARE: 100% USACE Funded

PROJECT PERIOD: 1 April 2013 – 31 March 2018

BUDGET PERIOD: Determined Per Task order

ADMINISTERED BY: Karen Dailey (503) 808-4615  
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NOTICE OF ELECTRONIC FUNDS TRANSFER (EFT): Pursuant to DoDGARS 22.810, it is a Governmentwide requirement to use EFT in the payment of any grant or cooperative agreement for which an application or proposal was submitted or renewed on or after 26 July 1996, unless the recipient has obtained a waiver by submitting to the head of the pertinent Federal agency a certification that it has neither an account with a financial institution nor an authorized payment agent. To be paid, recipient must submit a Payment Information Form (Standard Form SF-3881) to the responsible DoD payment office.

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

SIGNATURE OF RECIPIENT	DATE	UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER)	DATE
NAME AND TITLE OF SIGNER Liane Richardson County Administrator Lane County		NAME OF GRANTS OFFICER Ralph P. Banse-Fay (503)808-4600 Ralph.P.Banse-Fay@usace.army.mil	

## 1. Administrative Information

### 1.1. Parties to the Agreement

This agreement is entered into between the US Army Corps of Engineers, Portland District, hereinafter referred to as GOVERNMENT, and Lane County, 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:

Grants Officer:

Ralph Banse-Fay, Chief, Contracting Division

USACE, Portland District

Tel: 503-808-4600

ATTN: CENWP-CT

Fax: 503-808-4605

333 SW 1<sup>st</sup> Avenue

E-mail: [ralph.p.banse-fay@usace.army.mil](mailto:ralph.p.banse-fay@usace.army.mil)

Portland, OR 97204

Agreement Administrator:

Karen Dailey, Grants Specialist, Contracting Division

USACE, Portland District

Tel: 503-808-4615

ATTN: CENWP-CT-S

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333 SW 1<sup>st</sup> Avenue

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Portland, OR 97204

Government Program Official:

Cameron Bishop, Natural Resource Specialist

USACE, Portland District

Tel: 541-688-8147

ATTN: CENWP-OD-V

E-mail: [cameron.l.bishop@usace.army.mil](mailto:cameron.l.bishop@usace.army.mil)

333 SW 1<sup>st</sup> Avenue

Portland, OR 97204

#### 1.2.2. Recipient Representatives:

Matthew Sterner, Program Supervisor

Lane County Youth Services

Tel: 541-682-4775

2727 MLK Blvd

Fax: 541-682-2416

Eugene, OR 97401-5901

Email: [matthew.sterner@co.lane.or.us](mailto:matthew.sterner@co.lane.or.us)

### 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 (DoDGARS), 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 DoDGARS; (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.

#### Statement of Work

The U.S. Army Corps of Engineers, Portland District (USACE) develops and operates water resources and public lands within the Willamette Valley Project's jurisdictions. The goal of this cooperative agreement is to implement creative stewardship techniques and effect accomplishments within its recreational, environmental, and dam safety missions and provide a specific opportunity to further training and education opportunities. It represents an opportunity to further the Corps' national organization objectives for affirmative action, interpretive service, community outreach, and partnerships.

The purpose of this agreement is to provide job training for at-risk youth in the community and provide vegetation management maintenance services on USACE lands in the Willamette Valley, OR.

#### 1. EDUCATION AND STEWARDSHIP OBJECTIVES:

The Corps is engaged in diverse opportunities enabling work in a resource oriented environment and acquisition of strong ethics regarding proper management and use of public land resources. By utilizing these opportunities participants will receive technical, applied, and practical job training/skills and education otherwise not available.

Work projects may include maintenance services on USACE lands consisting of park maintenance, vegetation management, landscaping, and similar manual labor. Specific sites where work may be conducted include: lands and waters at the Willamette Valley Projects.

Each specific project proposed under this Agreement will be individually evaluated by both parties to make certain that it meets the education and stewardship objectives set forth herein, and that it will not displace any government workers nor impair contracts for service.

#### 2. BENEFITS:

Serving youth in the community subject to at-risk factors such as to homelessness, substance abuse, and mental or behavioral issues is an integral part of this cooperative agreement. It is to the mutual benefit of USACE and a partner to continue a working relationship to assist and cooperate in job training and education opportunities that would also benefit environmental stewardship and recreation efforts.

Individuals will benefit by learning outdoor work skills, and ethics. They will gain exposure to tasks that benefit the environment or aid in improving public recreation areas.

By pooling resources, the parties may take advantage of resource opportunities available only under a partnered arrangement. Given reasonably small investments, both parties will have a hand in effecting valuable products not otherwise attainable.

#### 3. OBLIGATION OF THE PARTIES:

##### a. The Recipient will:

- Recruit, select, and enroll eligible participants and refer appropriate participants to USACE in accordance with available funds, Federal regulations, Equal Employment Opportunity Laws, needs of participants, and the terms of the task orders developed under this Agreement. Enrollees shall be at least 16 years of age with a high school diploma or GED, or attending classes and coursework to obtain their high school diploma or GED.

Provide workers' compensation insurance (SAIF or comparable coverage) for enrollees and be responsible for Tort Claims resulting from their actions within the scope of this Agreement. During the school year, enrollees are covered by their home school district's insurance. Reserve the right to terminate or reassign enrollees to other activities in accordance with the enrollee's program objectives. Reasonable notice of reassignments will be provided to the Corps.

- Provide crews available for scheduling year around at mutually agreed times.
- Provide a supervisor to direct work who will be responsible for all supervision and discipline of youth assigned to scopes of work under this agreement.
- Assure that training accomplishment is documented for each youth participant under this agreement. These records shall be available to USACE for review.
- Ensure that each enrollee is properly equipped and dressed for work to be accomplished. This will include a work jacket, work shirt, work trousers, hard hat, gloves, and a pair of 8-inch laced safety work boots, if required.
- Perform work in accordance with EM 385-1-1, "U.S. Army Corps of Engineers Safety and Health Requirements Manual," and FED-OSHA regulations. EM 385-1-1 can be downloaded from: [http://www.hq.usace.army.mil/soh/hqusace\\_soh.htm](http://www.hq.usace.army.mil/soh/hqusace_soh.htm).
- Arrange for transportation to and from work sites, insure youth bring food and water as required for rest breaks, and provide for first aid and other customary supervisory care of the youth at the work sites.
- Provide basic hand tools such as shovels, loppers, hand saws, wheelbarrows, rakes, etc.
- Provide basic gas powered tools such as weed eaters.
- Provide applicable PPE for recipient supplied tools and manual labor tasks.
- Provide portable restroom facility for work in remote locations.
- Ensure that all tools and equipment provided by USACE is returned to USACE in a like condition as when loaned, except for normal wear and tear.
- Act in conformance with State and Federal laws and regulations pertaining to Wage and Hours, Equal Employment Opportunity, Civil Rights, and Child Labor.

b. The Corps will:

- Submit project information in support of scopes of work described in the task orders, including objectives and locations, diagrams, specifications, location maps, schedules and other required details.
- Supply sufficient materials as applicable, heavy equipment and special tools not provided by the recipient or special labor support as required to perform each scope of work.
- Ensure there is sufficient work to productively occupy the enrollees during scheduled work hours.
- Assign a Corps staff person to serve as a point of contact (POC) and resource advisor for the duration of scopes of work contained within task orders, to provide technical assistance to the crew supervisor, provide specific task instruction, instructions on the proper use of tools and materials, demonstrate task completion, and otherwise engage and encourage the youth.
- Coordinate work schedules to accommodate participation in education, vocational training, counseling, or related activities.

2.2. Performance Reports

Recipient shall submit performance progress reports annually. Report shall contain a narrative of worked performed during the season and detail how goals and objectives were met.

### 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 approved in writing by both parties. 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 33.30 (Government Entity).

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

2.4.2. Recipients awarding contracts under this agreement shall assure that contracts awarded contain, at a minimum, the provisions in Appendix B to DoDGARS Part 22.

### 2.5. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with 32 CFR 33.36 (Government Entity).

## 3. Term

### 3.1. Term of Agreement

The term of this cooperative agreement is 1 April 2013 through 31 March 2018 with task orders issued as needed. Task orders will have project and budget periods that are specific to the requirement and available funding.

### 3.2. Unsatisfactory Performance/Non-Compliance with Award Provisions

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

### 3.3. Termination

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

3.3.2. This agreement may be terminated by either party upon written notice to the other party. Such notice shall be preceded by consultation between the parties. Such notice must be issued at least 30 days prior to the requested effective date. If the Recipient requests to terminate the agreement 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 33.50 through 33.52 (Government Entity).

### 4. Financial Matters

#### 4.1. Method of Payment

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

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

#### 4.2. Cost Principles

Cost principles for this agreement are governed by OMB Circular A-87 (Government Entity).

#### 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 33.20 (Government Entity).

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

#### 4.6. Cost Sharing

##### 4.6.1. 100% USACE Funded

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 33.24 (Government Entity).

4.7. Financial Reporting

4.7.1. The Recipient shall submit a “Federal Financial Report” (SF-425) on a semiannual 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 each task order.

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 33.31 through 33.34 (Government Entity).

5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with OMB Circular A-102, §\_31 (b) (Government Entity) , real property shall be used for the originally authorized purpose for as long as it is needed. The recipient shall obtain written approval by the Federal awarding agency for the use of real property in other federally-sponsored projects when the recipient determines the property is no longer needed for the purpose of the original project. When real property is no longer needed for the originally authorized purpose, the recipient shall request disposition instructions from the Government.

5.2. Equipment

Equipment purchased under the cooperative agreement shall vest with the recipient, and its use, management, and disposition shall be in accordance with OMB Circular A-102, §\_32 (Local Government Entity).

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 OMB Circular A-102, §\_33 (Government Entity). The recipient shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute as long as the Federal Government retains and interest in the supplies.

5.4. Intangible Property / Copyrights

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use copyrighted work, for Federal Government purposes in accordance with OMB Circular A-102, §\_34 (Government Entity) .

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 OMB Circular A-102 (Government Entity) reporting requirements.

5.6.1. SF-428 Tangible Personal Property Report

5.6.1.1. SF-428 A – Annual Report (reporting Federally-owned property)

5.6.1.2. SF-428 B – Final Report

5.6.1.3. SF-428 C – Disposition Request

5.6.2. RPSR – Real Property Status Report

5.6.2.1. RPSR Attachment A – General Reporting

5.6.2.2. RPSR Attachment B – Request to Acquire, Improve or Furnish

5.6.2.3. RPSR Attachment C – Disposition Request

5.6.3. Recipient shall submit an annual inventory report to the Government listing all federally owned property in their custody.

**6. Claims, Disputes, and Appeals**

6.1. General

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

6.2. Claims Resolution Process

When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in DoDGARS 22.815 as the administrative process to resolve claims, disputes and appeals. Under DoDGARS 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 DoDGARS 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.

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 (DoDGARs Part 22 Appendix B):

7.3.1. Nondiscrimination

7.3.2. Live Organisms

7.3.3. Debarment and Suspension

7.3.4. Environmental Standards

7.3.5. Drug-Free Workplace

7.3.6. Officials Not to Benefit

**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. Recipient's indemnification obligations are subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution. Sponsor shall be liable for its actions and omissions in accordance with the Federal Tort Claims Act, as applicable, and other applicable Federal law.