COOPERATIVE AGREEMENT

AGREEMENT NUMBER: W9127N242xxxx EFFECTIVE DATE: 1 MAR 2024

ISSUED BY:	ISSUED TO:
U.S. Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204-3495	Gilliam County Weed Department 509 S. Lincoln Street Condon, OR 97823

CONCERNING: Management of Undesirable Plants on USACE Lands at John Day-Willow Creek Project, Gilliam County, Oregon

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

CFDA NUMBER: 12.012 UEI NUMBER: TBD

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

TOTAL AWARD VALUE NTE $25,000 *(Tentative)*

TOTAL BASE YEAR AWARD VALUE: NTE $5,000 *(Tentative)*

PROJECT PERIOD:
Base Period: 01 March 2024 – 28 Feb 2025
NTE: $5,000
Option Year 1: 1 March 2025 – 28 Feb 2026
NTE: $5,000
Option Year 2: 1 March 2026 – 28 Feb 2027
NTE: $5,000
Option Year 3 – 1 March 2027 – 29 Feb 2028
NTE: $5,000
Option Year 4 - 1 March 2027 – 28 Feb 2029
NTE: $5,000

ADMINISTERED BY: Patrick Collins, (503) 808-4694
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TABLE OF CONTENTS

Section	Title	Section	Title
1	Administrative Information	5	Property Management
2	Programmatic Requirements	6	Claims, Disputes, and Appeals
3	Period of Performance	7	Compliance with Laws
4	Financial Matters	8	Indemnification

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.

UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER) DATE

_____

Patrick P. Collins
USACE Grants and Agreements Officer
Patrick.P.Collins@usace.army.mil

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SIGNATURE OF RECIPIENT	DATE
_____ Signatory Name, Title Signatory Email Gilliam County Weed Department	

1. Administrative Information

1.1. Parties to the Agreement

This agreement is entered into between the U.S. Army Corps of Engineers, Portland District, hereinafter referred to as GOVERNMENT, and Gilliam County Weed Department, 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 Program Official:
Nicholas Racine
USACE, Portland District — Tel: 503-808-4325
ATTN: CENWP-ODT-N — E-mail: Nicholas.M.Racine@usace.army.mil

Agreement Administrator:
Melanie Barrett, Grants Specialist
USACE, Portland District — Tel: 503-808-4617
ATTN: CECT-NWP-P — E-mail: Melanie.A.Barrett@usace.army.mil
333 SW 1st Avenue
Portland, OR 97204

Grants Officer:
Patrick Collins, Grants and Agreements Officer
USACE, Portland District — Tel: 503-808-4594
ATTN: CECT-NWP-P — E-mail: Patrick.P.Collins@usace.army.mil
333 SW 1st Avenue
Portland, OR 97204

1.2.2. Recipient Representatives:

Master Cooperative (signatory):
Signatory Name, Title — Tel: TBD
Gilliam County Weed Department — E-mail: TBD
509 S. Lincoln Street
Condon, OR 97823

1.3 Administrative Requirements and Order of Precedence

1.3.1. Governing Regulations: The cooperative agreement will be subject to National Policy requirements of 2 CFR Part 1122, Appendices A – D. Applicable provisions will be specified in the cooperative agreement terms and conditions. The cooperative agreement will also be subject to the administrative requirements of 2 CFR Part 200 and 32 CFR Part 22, as applicable. Applicable requirements will be specified in the cooperative agreement terms and conditions.

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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; (3) the attachments to this agreement if any; and (4) option years exercised under this cooperative agreement.

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.

The purpose of the cooperative agreement is to manage undesirable plants on Federal lands. The goal is to facilitate coordination, which is the only way 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 Portland District, improving the quality of weed management efforts.

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

The appropriate level of treatment will align with the Oregon State Noxious Weed Control Board Policy and Classification System (OSNWCB). No weed management tactics shall conflict with USACE or OSNWCB directives.

2.2 Description of Services

2.2.1 The Statement of Work for the base period of performance is attached (Attachment J – John Day 2024-2025 Statement of Work). If option years are exercised, an updated Statement of Work will be provided.

2.2.2 Recipient will provide professional services to assist the USACE with the management of undesirable plants on federal lands managed by the Natural Resource Management section at John Day-Willow Creek Project in the state of Oregon. 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.

2.2.3 Coordination

Assist in coordination to manage undesirable plants from a strategic regional perspective. Manage and coordinate the actions of this Agreement with relevant County Weed Boards, Soil and Water Conservation Districts and other political subdivisions of the state.

2.2.4 Planning

Assist in the development of a USACE-approved annual plan of work, identifying target species for inventory and management, prioritizing treatment based on regional plans, 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 is State-listed species.

2.2.5 Surveying

Assist with the inventory, survey, monitoring, and/or mapping of exotic, noxious, invasive, or undesirable native vegetation potentially affecting USACE lands and waters. Maps, location descriptions, data and/or GIS information will be provided to USACE Project Natural Resource Section that will aid in the management of areas under Project management. USACE may provide a USACE-operated vessel for survey activities. Specific targets are identified in the annual Statement of Work.

2.2.6 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. Implementation will be aligned with the Portland District Pesticide Discharge Management Plan (PDMP). Treatments may employ prevention, mechanical, cultural, biocontrol or herbicide methods. Where practicable, biocontrol methods and other effective non-herbicide methods are preferred. Recipient and USACE will cooperate to identify nursery and release sites for high priority agents. USACE may provide a USACE-operated vessel for treatment activities. Specific targets ate identified in the annual Statement of Work.

2.2.7 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 Management Section, prior to implementation. An “Actual Pesticide Use” report will then be submitted by the Recipient by 15 December, outlining what actions were completed of each year. Templates will be provided by USACE to ensure the required data outlined in the PDMP and EPA pesticide regulations are included.

2.3 Schedule

The Period of Performance of this cooperative agreement is a one-year base period with four (4) one-year option periods. The base period will be in effect from date the award is signed through 28 February 2025, 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 funds remain available for continued performance.

If additional funds become available, the parties may agree to bilaterally modify the cooperative agreement to increase the services provided. All increased services must be completed within the active period of performance.

Work will occur at John Day-Willow Creek Project in Gilliam County, Oregon.

2.4 Obligation of the Parties

2.4.1 The Recipient will:

a. Perform undesirable plant management activities (coordination, planning, surveying, implementation, and reporting) in accordance with the treatment plans as agreed upon in planning and coordination meetings.

b. Submit annual performance progress reports (Attachment G) and annual financial reports, SF425 (Attachment I), during the performance period. Reports shall contain a narrative of work performed during the season and detail how goals and objectives were met.
c. Comply with OSHA regulations, the safety regulations defined in the Corps of Engineers Safety Manual EM 385-1-1, and all federal, state and local laws, regulations, rules and orders.
d. Conform with State and Federal laws and regulations pertaining to Wage and Hours, Equal Employment Opportunity, Civil Rights, and Child Labor.

2.4.2 USACE will:

a. Pursue exercising of option years as requirements arise and budgets allow. Option years will contain updated Statements of Work to the requirement based on determinations made in planning and coordination meetings.
b. Participate in work planning and oversight for weed management activities for the upcoming field season.
c. Provide known inventory results, documents, and maps to support management activities.
d. Provide support in the form of treatments such as mowing and other mechanical methods to facilitate those activities identified in planning meetings.

2.4.3 Representatives from both parties will meet on a regular basis to ensure progress of statement of work, troubleshoot problems, discuss how expectations are being met and otherwise effect the provisions of this agreement.

2.5 Performance Reports
Recipient shall submit a final performance report (Attachment G) within 90 days after the expiration date of the award.

2.6 Options
This cooperative agreement contains options. At any time prior to the completion of a performance period, the parties may agree to bilaterally to exercise a one-year option period, extending the cooperative agreement performance period by one year, so long as funds remain available for continued performance. The parties have no obligation to continue and may elect to cease performance. Options will be exercised through a modification to the agreement.

2.7 Modifications

2.7.1 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.

2.7.2 Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 2 CFR § 200.308.

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

2.8 Subawards

2.8.1 The Recipient shall apply to each subaward the administrative requirements of 2 CFR 200 applicable to the particular type of subrecipient.

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

2.9 Procurement
The Recipient's systems for acquiring goods and services under this agreement shall comply with 2 CFR 200.

3. Period of Performance

3.1. Period of Performance of Agreement
The base cooperative agreement will be in effect from the date the award is fully executed through 28 February 2025 followed by four (4) one-year option periods to be exercised bilaterally at the discretion of the Government. The parties have no obligation to continue and may elect to cease performance.

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 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 In accordance with 2 CFR § 200.339, the Grants Officer may terminate this agreement by written notice to the Recipient if the Recipient fails to comply with the terms and conditions of this agreement.

3.3.2 In accordance with 2 CFR § 200.339 this agreement may be terminated by the Recipient upon written notice to the Government. 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.

3.3.4 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.

3.4 Closeout Procedures
Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements 2 CFR § 200.344 & 345.

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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” (Attachment H, SF-270) along with other required documentation to the invoicing email address listed below no more frequently than monthly.

4.1.3 The SF-270 should be submitted to NWP.CA.Invoicing@usace.army.mil. Invoices submitted by email must be in a PDF format and formatted to print on Letter (8 ½ x 11”) paper. **Attach an invoice or itemized list of costs to the SF-270**. Subject line of the email must reference the cooperative agreement number. Only ONE invoice may be submitted per email.

4.2 Cost Principles
Cost principles for this agreement are governed by 2 CFR § 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 CFR § 200.302 & 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 permitted in accordance with 2 CFR § 200.333.

4.5 Cost Sharing
4.5.1 100% USACE Funded.

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

4.6 Financial Reporting

4.6.1 The Recipient shall submit a "Federal Financial Report" (Attachment I, SF-425) on a quarterly basis. Reports are due no later than 30 days following the end of each reporting period. A final Federal Financial Report 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 CFR § 200.310-316.

5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the Recipient. In accordance with 2 CFR § 200.311, 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 2 CFR § 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 $5,000 shall be in accordance with 2 CFR § 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 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, created under this agreement for Federal Government purposes in accordance with 2 CFR § 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 CFR § 200 reporting requirements.

5.6.1. SF-428 Tangible Personal Property Report (Attachment A)
5.6.2. SF-428 A - Annual Report (reporting Federally owned property) (Attachment B)
5.6.3. SF-428 B - Final Report (Attachment C)
5.6.4. SF-428 C - Disposition Request (Attachment D)
5.6.5. RPSR - Real Property Status Report (Attachment E)
5.6.5.1. RPSR - General Reporting
5.6.5.2. RPSR - Request to Acquire, Improve or Furnish
5.6.5.3. RPSR - Disposition Request

5.6.6. 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, 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 CFR 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 (Attachment F, DODGARS Part 22) on:

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 Historic 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

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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.

9. Attachments:

Attachment A - SF-428 A Tangible Personal Property Report, SF428A
Attachment B - SF-428 A Annual Report (reporting Federally owned property)
Attachment C - SF-428 B Final Report
Attachment D - SF-428 C Disposition Request
Attachment E - SF-429 Real Property Report
Attachment F - DODGARS Part 22
Attachment G - Performance Report
Attachment H - SF-270 Request for Reimbursement
Attachment I - SF-425 Federal Financial Report
Attachment J – John Day 2024-2025 Statement of Work
Attachment K – SF 424A Budget Information

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2024-2025 Statement of Work
Management of Undesirable Plants on USACE Lands
John Day – Willow Creek Project
Gilliam County, Oregon

DESCRIPTION OF SERVICES:
Recipient will provide professional services to assist the US Army Corps of Engineers (USACE) with the management of undesirable plants affecting federal lands and waters managed by the Natural Resource Management section at John Day-Willow Creek Project (Project) in Gilliam County, Oregon.

1. Coordination

Assist in coordination to manage undesirable plants from a strategic regional perspective. Manage and coordinate the actions of this Agreement with relevant County Weed Boards, Soil and Water Conservation Districts and other political subdivisions of the state.

2. Planning

Assist in the development of a USACE-approved annual plan of work, identifying target species for inventory and management, prioritizing treatment based on regional plans, 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 is State-listed species.

3. Surveying

Assist with the inventory, survey, monitoring, and/or GIS mapping of exotic, noxious, invasive, or undesirable native vegetation at the Project. Maps, location descriptions, data and/or GIS information will be provided to the USACE Project Natural Resource Section that will aid in the management of areas. USACE may provide a USACE-operated vessel for survey activities.
In the Columbia River region, targets for early detection include, but are not limited to:

a. Flowering rush (*Butomus umbellatus*) is among the region's highest priorities. Its presence is minimal on lands and waters managed by the Project, but vigilant surveying is required to detect and prevent further spread. It is among the region's highest priorities for early detection because of its potential to devastate riparian habitat.

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. Implementation will be aligned with the Portland District Pesticide Discharge Management Plan (PDMP). Treatments may employ prevention, mechanical, cultural, biocontrol or herbicide methods. Where practicable, biocontrol methods and other effective non-herbicide methods are preferred. Recipient and USACE will cooperate to identify nursery and release sites for high priority agents. USACE may provide a USACE-operated vessel for treatment activities.
Specific targets at the Project will include:

a. Philippi Park (20 acres maximum)
    i. Total vegetation control on swim beach and perimeter of structures. Establish a three-foot control area along the perimeter of the restroom building, boat dock gangways and pump house.
    ii. Spot treat vegetation in dry land areas and irrigated lawns, including Yellow star-thistle.
b. Lake Umatilla Shoreline
    i. EDRR for any presence of Flowering rush. A cultural clearance must be performed by USACE before any substrate-disturbing activity.

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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 Management Section, prior to implementation. An “Actual Pesticide Use” report will then be submitted by the recipient by 15 December, outlining what actions were completed of each year. Templates will be provided by USACE to ensure the required data outlined in the PDMP and Oregon State pesticide regulations are included.

FUNDING AND SCHEDULE BREAKDOWN:
John Day-Willow Creek Project has initially funded these services for this Period of Performance in the amount of $5,000.

An initial meeting between the recipient and USACE will occur within four (4) weeks of the execution of this Agreement. A schedule will be coordinated at that time. Additional ad hoc services within the scope of this Agreement may be requested throughout the Period of Performance as needs arise and if funding is available. Additional services will be implemented by a bilateral modification.

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