

COOPERATIVE AGREEMENT

AGREEMENT NUMBER: W9127N-14-2-0014 EFFECTIVE DATE: 8 August 2014

ISSUED BY: <p align="center">The United States of America US Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204-3495</p>	ISSUED TO: <p align="center">Oregon Department of Agriculture 635 Capitol Street Salem, OR 97301-2532</p>
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CONCERNING: Management of Undesirable Plants on Federal Land in the Willamette Valley, Oregon

AUTHORIZED BY: 7 USC 2814(C): Management of Undesirable Plants on Federal Lands

CFDA NUMBER: TBD DUNS NUMBER: 019140081

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

AMOUNT: determined per task order COST SHARE: 100% USACE funded

PROJECT PERIOD: 8 August 2014 – 31 July 2019 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.

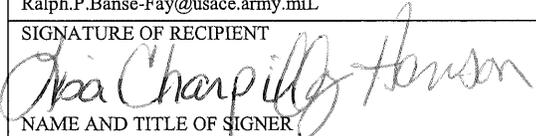
IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement and agree to the terms and conditions contained herein, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Recipient agrees 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.

UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER)

BANSEFAY.RALPH.P.1044387090

Ralph P. Banse-Fay
(503)808-4600
Ralph.P.Banse-Fay@usace.army.mil

Digitally signed by BANSEFAY.RALPH.P.1044387090
DN: cn=US, ou=US Government, ou=DoD, ou=PKI, ou=USA, cn=BANSEFAY.RALPH.P.1044387090
Date: 2014.08.07 14:23:52 -0700
8/13/14

SIGNATURE OF RECIPIENT  NAME AND TITLE OF SIGNER Lisa Hanson Deputy Director Oregon Department of Agriculture	DATE
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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 Oregon Department of Agriculture (ODA), 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:

Wes Messinger, Botanist
USACE, Portland District
Fern Ridge Lake
26275 Clear Lake Rd
Junction City, OR 97448

Tel: 541-688-8147

E-mail: wes.messinger@usace.army.mil

Agreement Administrator:

Karen Dailey, Grants Specialist, Contracting Division
USACE, Portland District
ATTN: CENWP-CT-S
333 SW 1st Avenue
Portland, OR 97204

Tel: 503-808-4615

E-mail: karen.j.dailey@usace.army.mil

Grants Officer:

Ralph Banse-Fay, Chief, Contracting Division
USACE, Portland District
ATTN: CENWP-CT
333 SW 1st Avenue
Portland, OR 97204

Tel: 503-808-4600

E-mail: ralph.p.banse-fay@usace.army.mil

1.2.2. Recipient Representatives:

Thomas Forney, Projects Coordinator
Noxious Weed Control Program
Oregon Department of Agriculture
635 Capitol Street
Salem, OR 97301-2532

Tel: 503-986-4621

E-mail: tforney@oda.state.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; (3) the attachments to this agreement if any; and (4) task orders issued 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 interagency 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 USACE 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, chemical, and biological). Appropriate treatment methods to be employed will be determined through collaboration of each party and stipulated through issuance of task orders.

Plants to be treated shall be designated according to Oregon Department of Agriculture (ODA) policy and classification system. No weed management tactics shall conflict with USACE or ODA directives.

OBLIGATIONS OF THE PARTIES

1. The Recipient will:
 - a. Participate in planning and coordination meetings as needed to execute the weed management activities. Planning and coordination meetings may be held prior to issuance of task order in order to determine necessary weed management activities and treatment plans. In accordance with OMB Circular A-87 Appendix B #31 – Preaward Costs, reimbursements for meeting costs are authorized and may be included in the proposed budget for the upcoming task order.
 - b. Submit an SF-424A – Budget Information – Non-Construction Programs based on required treatment for the upcoming season prior to issuance of any task order.
 - c. Perform weed management activities in accordance with the treatments plans as agreed upon in planning and coordination meetings and budget submitted thereafter.
 - d. 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.
2. The Government will:
 - a. The Government will issue task orders as requirements arise and budget allows. Task orders will contain a scope of work specific 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 inventory results, documents, and maps as discussed in initial planning meetings.
 - d. Provide support in the form of treatments such as mowing to facilitate activities discussed in planning meetings.

2.2. Performance Reports

Recipient shall submit progress reports annually utilizing the form included in Appendix A of this agreement. Reports are due no later than 90 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.

2.3. 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 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.

2.3.2. 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 sub-awards under this agreement shall assure that sub-awards awarded contain, at a minimum, the applicable 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 8 August 2014 through 31 July 2019 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, 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 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.

The SF-270 should be submitted to NWP.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 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 33.42 (Government Entity).

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 an annual basis. Reports are due no later than 90 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.

4.7.2. 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. 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 Statelaws and procedures per OMB Circular A-102 (State Government).

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).

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. 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:

7.3.1. Nondiscrimination – Parts (a), (d), & (e)(1)

7.3.2. Live Organisms – Part (b)(3)

7.3.3. Debarment and Suspension

7.3.4. Hatch Act

7.3.5. Environmental Standards – Part (a)

7.3.6. Drug-Free Workplace

7.3.7. Officials Not to Benefit

7.3.8. 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.

US Army Corps of Engineers, Portland District
Cooperative Agreement

PERFORMANCE REPORT

Date of Report:

1. Cooperative Agreement/Task Order Number:

2. Period of Performance covered by this report:

 to

3. Description of project accomplishments for this reporting period:

Summarize completed treatments and recommendations for future efforts.

4. Are the project accomplishments listed above consistent with the project description and objectives included in the agreement and any subsequent modifications? If so, please explain how accomplishments compare with agreement objectives. YES NO *Double click in box to select*

If yes, please explain how accomplishments compare with or meet treatment plans. If no, please describe any changes, explanation for slippage, why goals were not met, etc.

5. Has the project been completed? YES NO *Double click in box to select*

If not, what is the projected completion date?

What is the expiration date of the agreement?

6. Please attach any other pertinent information (including photos of the project activities/accomplishments) and return the completed report to the agreements administrator.

Report prepared by:

Name:

Title:

Email:

Street Address:

City, State, & Zip:

Telephone:

