



**US Army Corps
of Engineers**

Cooperative Agreements Standard Operating Procedure (SOP)

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1.0 Purpose.

This Standard Operating Procedure (SOP) establishes procedures and provides guidance for maintaining compliance with regulations pertaining to the award and administration of grants and cooperative agreements. It includes guidance and regulations for reporting requirements (both for the Government and the recipient), regulatory requirements, procedural guidance, and standard forms and templates.

2.0 Applicability.

This SOP applies to all phases of the grant and cooperative agreement process from pre-award through close-out procedures. It is intended for use by all parties involved in the cooperative agreement process.

Note – USACE, Portland District does not currently award or administer grants. Nevertheless, guidance and regulations in this SOP apply to both grants and cooperative agreements.

3.0 References.

Defense Federal Acquisition Regulation Supplement (DFARS)

2 CFR Part 220: Cost Principles for Educational Institutions (Formerly OMB Circular A-21)

2 CFR Part 225: Cost Principles for State, Local, and Indian Tribal Governments (Formerly OMB Circular A-87)

2 CFR Part 230: Cost Principles for Nonprofit Institutions (Formerly OMB Circular A-122)

2 CFR Part 215: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

OMB Circular A-102: Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

Department of Defense Grant and Agreement Regulations (DoDGARs)

Federal Acquisition Regulations (FAR)

FAR and DFARS do not apply to grants or cooperative agreement; however, policy and procedure in the FAR and DFARS can be used for guidance.

4.0 Definitions.

The **Awarding Agency** is the Federal agency issuing the grant or cooperative agreement.

A **Budget Period** is the interval of time which a project is divided for budgeting, funding, or technical purposes.

The **Catalog of Federal Domestic Assistance** (CFDA) provides a full listing of all Federal programs available to State and local governments (including the District of Columbia); federally-recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi- public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The CFDA is available at: www.CFDA.gov.

A **Cooperative Agreement** is a legal instrument used to enter into the same kind of relationship as a grant except that substantial involvement is expected between the awarding agency and the recipient.

A **Cost Reimbursable** cooperative agreement allows for payment of allowable incurred costs to the extent prescribed in the cooperative agreement. These cooperative agreements establish an

estimate of total cost for the purpose of obligating funds and establish a ceiling that the recipient may not exceed without the approval of the grants officer.

Cost Sharing is an explicit arrangement under which the recipient bears some of the burden of reasonable, allocable, and allowable costs.

Data Universal Numbering System (DUNS) is the nine digit number assigned by Dun and Bradstreet, Inc. to identify unique business entities, which is used as the identification number for Federal contractors.

Excluded Parties List System (EPLS) is an electronic database maintained and posted by the General Services Administration containing the list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the GAO.

A **Fixed Price** cooperative agreement provide for a firm price for services that is subject to adjustment only through modification of the agreement signed by the grants officer.

A **Funding Opportunity Announcement** is a request to submit applications to the Government.

The **Government Accountability Office (GAO)** is an independent, nonpartisan agency that works for Congress. The GAO supports congressional oversight by:

- a) auditing agency operations to determine whether federal funds are being spent efficiently and effectively;
- b) investigating allegations of illegal and improper activities;
- c) reporting on how well government programs and policies are meeting their objectives;
- d) performing policy analyses and outlining options for congressional consideration; and issuing legal decisions and opinions, such as bid protest rulings and reports on agency rules.

A **Grant** is a legal instrument used to enter into a relationship:

- a) Of which the principle purpose is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States, rather than to acquire property or services for the Government's direct benefit or use.
- b) In which substantial involvement is not expected between the Government and the recipient when carrying out the activity contemplated by the grant (DoDGARs 21.655).

The **Grants Official** is responsible for business aspects of the grant or cooperative agreement process. Grants officials for the purpose of this SOP refer to the Grants Specialist or Grants

Officer. The Grants Officer is the only official with the authority to enter into, administer, and/or terminate grants or cooperative agreements.

Grants.gov is a central, searchable site for posting information about all federal assistance funding opportunities as they become available.

The **Office of Management and Budget** (OMB) is a component of the Executive Office of the President, and their primary purpose is to assist with development and execution of the federal budget. OMB coordinates development of Governmentwide grant administration policies and rules with the federal grantmaking agencies, much of which is published in 2 CFR, and issues other guidance on grants administration to the agencies as needed.

Paperless Contract File (PCF) is a secure web-based application for contract document management.

The **Program Official** is responsible for programmatic aspects of the grants or cooperative agreement. Program officials may also be referred to as the **requesting activity**.

A **Project Period** is the total time for which the recipient's project is approved for support. A project period may contain multiple budget periods.

A **Recipient** is an organization or other entity receiving an award.

System for Award Management (SAM) is a Federal Government owned and operated free website that consolidates the capabilities of CCR/FedReg, ORCA, and EPLS. It is a primary repository for contractor information required for the conduct of business with the Government.

The **Scope of Work** (SOW) is a Government prepared document that states to overall performance objectives or services to be performed.

A **Task Order** is an order placed against an established cooperative agreement.

5.0 Roles and Responsibilities.

The award and administration of cooperative agreements is a collaborative process from preaward through closeout. This section defines roles and responsibilities in general terms; however, it is not all inclusive. Additional duties may arise, and all parties are responsible for partnering with each other to ensure all programmatic goals are met and all laws and regulations are followed.

5.1 Grants Officials

Preaward

- Assist program officials during the initial planning phase to develop the Scope of Work.
- Prepare planning and authorizing MFR with the assistance of counsel and program officials.
- Review and comment on MFR prior to the program official routing it for signature.
- Conduct market research to identify potential eligible applicants and disseminate information regarding the upcoming requirement in order to increase competition.
- Assign Funding Opportunity Announcement Number.
- Develop program announcement.
- Post announcement on Grants.gov.

Award

- Review applications and determine if they are responsive to application instructions.
- Perform budget and cost analysis.
- Chair source selection panels as necessary.
- Conduct negotiations.
- Assign Cooperative Agreement Number.
- Prepare cooperative agreement.
- Route cooperative agreement and supporting documents for review and signature.
- Notify recipient of award.

Post Award

- Create and maintain official cooperative agreement file with all preaward, award, and post award documents included.
- Review performance and financial status reports and ensure they are included in the official cooperative agreement file.
- Review invoices and make progress payments as necessary.
- Issue modifications and task orders as necessary.
- Assist with coordinating audits and reviewing audit information.
- Perform deobligations and close out procedures after all required reports are received and all invoices have been paid.

5.2 Program Officials (also referred to as “requesting activity”)

Preaward

- Define requirement and establish goals and objectives for program.
- Conduct market research to identify potential eligible applicants.
- Assist in preparation of the MFR to gain approval to use a cooperative agreement as a funding mechanism.

- Define eligibility requirements and evaluation criteria.
- Assist in the development of program announcement.
- Provide funding document (PR&C)
- Provide labor code. A labor code is required throughout the preaward and award phase as well as during the post award phase for administrative duties such as processing invoices and budget review.
- Assist grants official in providing technical responses to applicant's questions.
- Provide members for source selection panels for review of applications.
- Provide technical or programmatic expertise to the grants official in preparation for negotiations.

Award

- Assist grants officials in preparing debriefs to unsuccessful applicants by commenting on programmatic deficiencies.
- Review and comment on cooperative agreement and supporting documentation prior to the grants official routing it for signature.
- Post Award
- Provide technical assistance to the recipient.
- Conduct site visits.
- Review progress reports.
- Notify grants officials of upcoming programmatic needs (i.e. task orders, renewals, modifications, budgeting concerns, etc).
- Review and approve invoices.
- Review final performance report and notify grants officials if cooperative agreement or task order is ready for closeout.

5.3 Recipients

- Locate potential opportunities and obtaining announcement from Grants.gov.
- Complete and submit all required documentation prior to announcement due date.
- Review and be knowledgeable of cooperative agreement including the program requirement, scope of work, terms and conditions, laws and regulations, and required forms.
- Sign and return all actions including cooperative agreements, modifications, task orders, and releases of claims in a timely manner.
- Prepare and submit invoices.
- Complete all reporting requirements including progress reports and budget reports.
- Partner with awarding agency.

6.0 Regulatory Requirements.

Governing regulations for administrative requirements and cost principles are dependent on the type of organization receiving federal funds. The terms and conditions of the cooperative agreement must be tailored according to type of entity.

	State and local Governments	Nonprofit Entities	Universities	Hospitals	For-Profit Entities
Administrative Requirements	A-102	2 CFR 215 (A-110)	2 CFR 215 (A-110)	2 CFR 215 (A-110)	2 CFR 215 (A-110)*
Cost Principles	2 CFR 225 (A-87)	2 CFR 230 (A-122)	2 CFR 220 (A-21)	45 CFR 74 Appendix E	48 CFR 31.2
Audit	A-133	A-133	A-133	A-133	See agency version of 2 CFR 215

* 2 CFR 215 applies to for-profit recipients only if the awarding agency exercised the option to cover commercial organizations in its implementation of OMB Circular A-110.

Department of Defense Grant and Agreement Regulations (DoDGARs) apply to ALL grants and cooperative agreements issued by the Department of Defense.

Statutory Authority – There must be statute passed by Congress authorizing the agency to award a cooperative agreement. The statutory authority will also provide information regarding eligibility, and funding requirements.

Paperwork Reduction Act – Agencies cannot require recipient to submit more than one original and two copies.

7.0 Pre-Award Procedures.

7.1 Memorandum for Record (APPENDIX A)

The purpose of the MFR is to determine if a cooperative agreement is the appropriate award instrument. The Federal Grant and Cooperative Agreement Act authorizes the use of a procurement contract when a grant would meet the requirement; however, the reverse is not permitted. Clear evidence that a cooperative agreement is both authorized and the most suitable means of meeting the requirement must be presented in the MFR.

a. Process/Responsibilities

If it is determined that a cooperative agreement is not appropriate, an alternate approach for meeting the requirement needs to be determined.

The content of the MFR is written by the program official, Office of Counsel, and the grants specialist. The grants specialist is the lead in its preparation and serves as the final editor. At

minimum, the final MFR is routed for signature through the Requesting Activity (Program Official, Requesting Activity Branch Chief, and Requesting Activity Division Chief), Office of Counsel, the Contracting Office (Grants Specialist and Grants Officer), and the District Commander or designee. If applicable, the MFR must be signed by Real Estate, Security and Law Enforcement, Safety, ULA, Native American Coordinator, or any other interested party.

b. Required Content

The MFR must explain the requirement, public purpose, and statutory authority. It may also be used to identify potential recipients or provide justification of a sole source action.

Enough information should be presented in the MFR to determine that a cooperative agreement is the best approach for meeting the requirement. The following information is required:

- Synopsis of Requirement
- Public Purpose – The principal purpose of the activity to be carried out under the grant must be to stimulate or support a public purpose. The principle purpose of the grant cannot be to acquire (by purchase, lease, or barter) property or services for the direct benefit of the United States Government (31 USC §6303).
- Statutory Authority - A cooperative agreement cannot be awarded unless authorized by statute; however, it is not necessary for the word “cooperative agreement” to be specifically mentioned in the statute.
- Substantial Involvement
- Period of Performance
- Competition Requirements – DoDGARs Part 22 Subpart C “Competition” requires cooperative agreements to be competed to the maximum extent practicable.
- Funding information including total estimated cooperative agreement amount, cost share requirements, whether it will be fixed price or cost reimbursable, and the funding source.

7.2 Announcement (APPENDIX B)

a. Process / Responsibilities

The Grants Specialist is responsible for preparing and posting the funding opportunity announcement although its preparation requires a collaborative effort between the grants officials and the requesting activity. Once the use of a cooperative agreement is approved by the Grants Officer, the Grants Specialist holds a meeting to discuss process, roles and responsibilities, and milestones.

The requesting activity is responsible for writing a complete description of the program

requirements, determining eligibility requirements for applicants, and identifying evaluation criteria.

- Program Description
 - The program description outlines the overall goals and objectives of the program, provides background of the program, identifies the scope of work to be done as a result of the agreement, and lists any special considerations that should be taken into account. The program description should also contain funding information (PR&C number, type of funds, etc), statutory authority, performance period, anticipated number of awards, and any other information relevant to the requirement. The Grants Specialist and the requesting activity will coordinate with one another during the pre-award process to develop a complete program description. There is no required format for the program description.
- Eligibility Requirements
 - Examples of eligibility requirements are type of entity, cost sharing, organizations vs. individual, etc. The statutory authority will provide information about many of the eligibility requirements. For example, some statutes limit eligibility to State or local Governments or nonprofit organizations. Cost sharing may also affect eligibility because it may be required by statute or program policy.
- Evaluation Criteria

The development of evaluation criteria should be in accordance with DoDGARS 22.420 - Pre-Award Procedures which outlines factors to consider when determining level of effort necessary for deciding on the qualifications of a potential recipient. Evaluation criteria may include but are not limited to the following areas:

 - Technical Merit – Applicant must demonstrate how performance of the SOW will be accomplished. Cost-effectiveness may also be included in this section.
 - Qualifications of Key Personnel – Applicant demonstrates the qualification for personnel who will be working on the requirement. Resumes or qualifications statements may be submitted for key personnel. If notifications of changes in key personnel during the life of the agreement will be required, this should be mentioned in this section.
 - Available Facilities
 - Management – Applicant will submit information regarding internal quality controls and accounting or bookkeeping procedures.
 - Past Performance – Applicant will submit recent relevant experience to demonstrate ability to successfully and satisfactorily meet the requirement.
 - Cost Reasonableness

NOTE - According to DoDGARS 22.315, two principle evaluation criteria for research and development cooperative agreements must be 1) Technical Merit and 2) Potential relationship of the proposed research and development to DoD missions.

b. Required Content

In accordance with DoDGARs 22.315(a)(1), the format and content of each notice must conform to the Governmentwide format for announcements of funding opportunities established by the Office of Management and Budget (OMB). There are eight required sections of the announcement:

- Section I Funding Opportunity Description
- Section II Award Information
- Section III Eligibility Information
- Section IV Application and Submission Information
- Section V Application Review Information
- Section VI Award Administration Information
- Section VII Agency Contact
- Section VIII Other Information

The policy directive issued by OMB includes government-wide standards for the content of the synopsis posted on Grants.gov. See the OMB website for a detailed explanation of what information each section of the announcement should contain (http://www.whitehouse.gov/omb/grants_docs.html).

c. Template

The template in Appendix B is the district's standard format for announcements. Some sections contain boiler plate language, but others should be tailored according to specific program requirements, type of award (fixed price or cost reimbursable), and type of recipient (Government, university, nonprofit, etc). Sections that should be edited are highlighted in gray. This is not to say that sections with no highlight cannot be edited. The announcement should be written specific to the needs of each requirement.

d. Posting Requirements

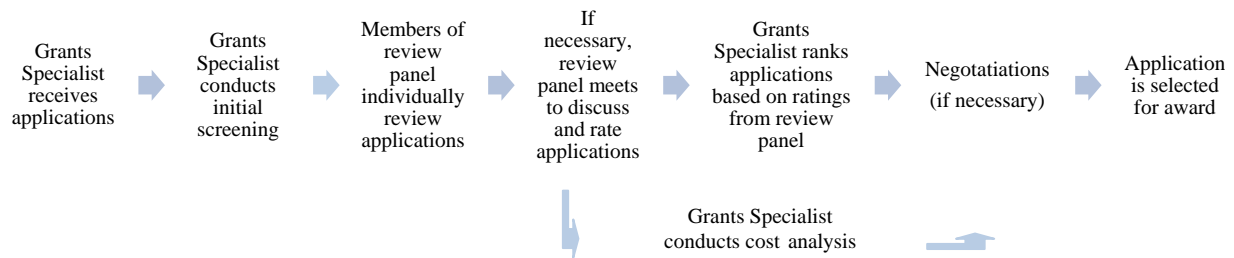
The Grants Specialist will post the announcement on Grants.gov.

7.3 Evaluation

In accordance with DoDGARS 22.315, in order for competition requirements to be met, an impartial review of the merits of applications must be performed using the evaluation method and criteria described in the announcement.

Applications are received by the Grants Specialist and handled using FAR 15.207 – Handling Proposals and Information as guidance. Applications should be marked with the date and time of receipt and secured throughout the preaward and award process.

a. Process



b. Initial Screening

The initial screening is conducted by the Grants Specialist to determine that the applicant is (1) eligible in accordance with Section III of the announcement; (2) all information required by Section IV of the announcement has been submitted; and (3) all mandatory requirements are satisfied.

The Grants Specialist will also conduct a search in SAM.gov to ensure the applicant has no exclusions from Federal awards. In accordance with 2 CFR 180.425, awarding agencies must confirm that the recipient is not suspended or debarred from receiving federal funds. The Grants Specialist is also required to check the Federal Awardee Performance and Integrity Information System (FAPIIS) at the time of award and throughout the agreement to ensure the recipient meets the qualification standards in 2 CFR 35.115(a).

Any application that does not meet all the criteria in the initial screening is rejected and not forwarded to the review panel. Applications meeting all criteria in the initial screening are forwarded to the review panel. All members of the review panel are required to sign a non-disclosure form prior to receiving applications.

Grants Official will promptly notify applicants who fail the initial screening.

The Grants Specialist will obtain Past Performance Evaluations and provide to the review panel.

c. Review Panel

The review panel is chosen by the program official and should be selected prior to posting the announcement. The review panel is responsible for evaluating the technical merits of the applications based on the criteria defined in Section V of the announcement.

Individuals on the review panel must be experts in the field and be free of conflicts of interest. Any individual involved in the review of applications SHALL NOT be involved in encouraging submission of applications, providing assistance to recipients filling out

applications, conducting the initial screening of applications, or monitoring performance of the recipient once the cooperative agreement has been awarded.

Each individual on the review panel will rate applications based on criteria defined in the announcement. Each individual is responsible for safeguarding the applications to insure no information is inappropriately disclosed. Once completed, evaluation documents will be forwarded to the Grants Specialist.

d. Rating System

It is imperative that all members of the review panel score applications based on the criteria stipulated in the announcement. They will rate each evaluation criteria with the following adjectival descriptions and notate the strengths and weaknesses:

OUTSTANDING - Information submitted demonstrates potential to significantly exceed performance or capability standards. The applicant clearly demonstrates understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. The applicant shows exceptional strengths that will significantly benefit the Government and meet the fullest expectations of the Government. The applicant convincingly demonstrates the ability to implement programmatic goals and objectives. An assigned rating within "outstanding" indicates the application contains essentially no significant weaknesses, deficiencies, or disadvantages and shows a very high probability of success.

GOOD - Information submitted demonstrates potential to exceed performance or capability standards. The applicant has one or more strengths that will benefit the Government. A high level of efficiency or productivity or quality is anticipated. The applicant shows only minor (but no major) deficiencies. The applicant shows the ability to implement programmatic goals and objectives. An assigned rating with "Good" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal and there is high probability of exceeding the requirements.

SATISFACTORY - Information submitted demonstrates potential to meet performance or capability standards. Applicant shows ability to meet minimum standard requirements and adequately meet programmatic goals and objectives. Applicant demonstrates few or no advantages or strengths and displays weaknesses in several areas that are not offset by strengths in other areas. A rating of "Satisfactory" equates to a neutral rating. There is a good probability of success as sufficient confidence that a fully compliant level of performance will be achieved. There are no significant advantages or disadvantages.

MARGINAL - Information submitted demonstrates potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The application is not adequately responsive or does not address the specific programmatic goals and objectives. The assignment of a rating within the bounds of "Marginal" indicates significant deficiencies which may affect the overall project. The applicant demonstrates low probability of success although the proposal has a reasonable chance of becoming at least acceptable.

UNSATISFACTORY – Information submitted fails to meet performance or capability standards. The proposal does not meet the minimum requirements and programmatic goals and objectives can only be met with major changes. There is no reasonable expectation that acceptable performance would be achieved. Applicant shows many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many of the minimum requirements.

e. **Cost Analysis**

The Grants Specialist is responsible for conducting a cost analysis to determine if the applicant's budget is reasonable and realistic and if the applicant demonstrates the ability to comply with all financial regulatory requirements and financial reporting. Assistance from the program official will be required to determine realism of the proposed budget.

The Grants Specialist will combine information from the technical evaluation, the past performance evaluation, and the cost/price analysis to make a selection recommendation. The grants official and review panel have considerable discretion in making the analysis and decision; however, they shall ensure that decisions do not differ from, and are consistent with, the evaluation criteria and the program goals and objectives. All decisions and rationale from the evaluation of applications are documented and kept in the official Cooperative Agreement File.

7.4 Award

Once a selection recommendation is agreed upon by the Grants Specialist and the review panel, the Grants Specialist will determine if the applicant is eligible for award, draft the cooperative agreement, enter the obligation into CEFMS, assemble the award package for review and approval by the Grants Officer, and complete all reporting requirements.

a. **Eligibility**

The Grants Specialist will determine an applicant's eligibility by ensuring the applicant is qualified in accordance with DoDGARS 22.415 which states that a recipient must have management capability and financial and technical resources, have satisfactory past performance and record of integrity, and be otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations.

It is the determination of the grants officials if an audit should be required. DoD does not require an audit or credit report prior to award; however, recipients are required to conduct audits in accordance with A-133 when they expend more than \$500,000.00 in Federal awards in a single year.

b. Notice of Selection and Negotiation

Once the recipient is selected and determined to be eligible, the Grants Specialist will notify the recipient(s) and send a draft of the terms and conditions of the cooperative agreement. If any recipient does not agree to all terms and conditions of the cooperative agreement or if the awarding agency determines that the proposal requires clarification or changes, negotiations are held. Items that can be negotiated are the scope of work, budget, and some terms and conditions. Some terms and conditions are legally required while others are at the discretion of the agency.

c. Cooperative Agreement (**APPENDIX C**)

Once the scope of work, budget, and terms and conditions are agreed upon, the Grants Specialist is responsible for preparing the cooperative agreement. The following information on the front page of the document should be filled in:

- **AGREEMENT NUMBER:** The Cooperative Agreement Number is assigned by the Grants Specialist and determined per the guidance in DFARS 204.70 – Uniform Procurement Instrument Identification Numbers.
 - Position 1-6 Identification of department/agency office (W9127N)
 - Position 7-8 Last two digits of the fiscal year
 - Position 9 Instrument Type (1 - Grant or 2 - Cooperative Agreement)
 - Position 10-13 Four position serial number (0001, 0002, 0003, etc.)
- **EFFECTIVE DATE:** Enter the estimated date that the cooperative agreement will be sent to the Recipient for signature.
- **ISSUED BY (prefilled):** Name and address of the issuing agency.
- **ISSUED TO:** Enter the name and address of the Recipient.
- **CONCERNING:** Enter a very brief title or description of the requirement (i.e. Operation and Maintenance of Bonneville Hatchery).
- **AUTHORIZED BY:** Enter statutory authority
- **CFDA NUMBER:** USACE, Portland District is currently in the process of establishing CFDA Numbers specific to the districts programs.
- **RECIPIENT TYPE:** Enter the entity type of the recipient (i.e. State or local Government, Nonprofit, University, etc.). Administrative requirements or cost principles vary depending on the type of entity receiving federal funds.
- **DUNS NUMBER:** The recipient’s DUNS number can be found on their CCR record.
- **AMOUNT:** Enter the total amount of the award.

- **COST SHARE:** Enter the cost share percentage of the Government and the Recipient. There should be a more detailed explanation of this information in the Terms and Conditions of the cooperative agreement.
- **PROJECT PERIOD:** Enter the period of performance of the entire project.
- **BUDGET PERIOD:** If the project is incrementally funded, enter the period the award amount covers. There should be a more detailed explanation of this information in the Terms and Conditions of the cooperative agreement.
- **ADMINISTERED BY:** Enter the name and contact information of the Grants Specialist who will be responsible for administration of the cooperative agreement.

See section VIII Terms and Conditions for instructions on completing the remainder of the cooperative agreement template.

a. **CEFMS**

The obligation is entered into CEFMS by the Grants Specialist.

- Go to Obligations Menu (2.40)
- Obligation Type will be C
- Origination Code should be M
- Obligation Number is the Cooperative Agreement number (ex. W9127N-12-2-0001)
- Delivery FOB should be D
- Tab four times to the Clause Screen
- Progress Payment Indicator should be marked Y
- Tab to Clauses and press F4 for a list of clauses.
- Select the Prompt Payment Clause
- Click Save, and you will be directed to the Receivers Screen
- Enter Contracting as the Receiving Organization (Rec Org Code: G2P0000)
- Save
- Go to Line Items
- New amendment number will be 0
- Amendment date should be today
- New Vendor – search by cage code using F4
- Line Items – enter each line item with a brief description
- Enter estimated completion date
- Freight Line Item should be left blank
- PR&C No. – enter using F4
- Enter PRAC Item number
- Go to US Dollar Amt and enter dollar amount in a LUMP SUM. If pricing is entered in a quantity and unit price, progress payments will be very difficult.
- Save to commit.

b. Award Package

The Grants Specialist is responsible for documenting the selection and assembling the award package. The award package with all selection documentation is routed through the program office and Office of Counsel for review and concurrence then submitted the Grants Officer for award.

c. Award by Grants Officer

If the Grants Officer concurs with the selection, he/she will sign the cooperative agreement and obligate funds. The Grants Officer will return the package to the Grants Specialist for distribution and reporting.

d. Reporting

After the cooperative agreement has been signed by the Grants Officer, the Grants Specialist will enter the action into DAADS.

e. Notice to Unsuccessful Applicants

Letters to unsuccessful applicants are prepared by the Grants Specialist and Signed by the Grants Officer. The letter should include, in general terms, the reason the applicant's proposal was not selected

f. Appeal Process

Allowing unsuccessful applicants to appeal is at the discretion of the agency, and the appeal process is according to agency procedure. An unsuccessful applicant may appeal to the Government Accountability Office (GAO) through their bid protest mechanism; however, GAO is unlikely to consider a complaint disputing the award of a cooperative agreement to one applicant over another. To date, GAO has not considered such a case. They will, however, consider complaints regarding compliance with applicable statutes and regulations (i.e. if an agency is using the cooperative agreements to avoid competition requirements).

8.0 Post-Award Procedures.

8.1 File

The official cooperative agreement file is maintained by the Grants Specialist in PCF. Program officials will keep their own working file.

8.2 Modifications (APPENDIX D)

The program official will notify the grants specialist of the need for a modification and supply all required supporting documents including but not limited to a revised SOW, a PR&C (if additional funds are required), and a labor code.

The modification is completed by the grants specialist. In addition to the modification, the grants specialist will write an MFR detailing the purpose of the modification, necessity for the change, changes in funding or performance period, and any other pertinent information. The grants specialist will also complete a Determination of Legal Sufficiency (**APPENDIX E**).

The modification package (including all documentation) is routed through the program office and Office of Counsel for review and concurrence then submitted the Grants Officer for approval and signature. All modifications must be entered into DAADS.

8.3 Task Orders (APPENDIX F)

The program official will coordinate with the recipient to develop the SOW for the task order. The recipient will be required to submit budget information using the SF-424A. The program official and Grants Specialist will work together to determine if the budget is fair and reasonable.

The program official will provide a labor code and a PR&C for the full task order amount. The grants specialist is responsible for preparing the task order, entering the obligation into CEFMS, and completing the Determination of Legal Sufficiency.

The task order package (including all documentation) is routed through the program office and Office of Counsel for review and concurrence then submitted the Grants Officer for approval and signature. All task orders must be entered into DAADS.

8.4 Payment

Recipients are required to submit an SF-270 along with/in lieu of a standard invoice to the Grants Specialist who will 1) verify expenditure is within budget and obligated amount, 2) ensure indirect cost rate is applied correctly, and 3) ensure all charges are allowable costs if a detailed invoice is included with the SF-270.

After the initial review, the Grants Specialist will forward the invoice/SF-270 to the program official who will review it to ensure services being reimbursed have been performed satisfactorily. The program official will initial and date the form and return to the Grants Specialist for processing.

All cooperative agreements are set up in CEFMS as progress payments. Below are the steps for making a progress payment in CEFMS:

- Financial Management Functions (1)
- Financial Management (3)
- Expenditures/Disbursements (4)
- Progress Pay (ENG93) Functions (3)
- Create/Update Progress Pay (1)
- Obl: To enter the obligation push F4 and enter the cooperative agreement number and task order number. Push F3 then SELECT.
- Inv Ref: Enter the invoice number.
- Inv Date: Enter date on the invoice.
- Inv Recvd: Enter the date the invoice was received by the grants specialist.
- Pmt Office: Push F4 and select the correct one.
- Remarks: Enter who approved the invoice and any other pertinent information.
- Period of Performance: enter the dates of service.
- If this is the first invoice paid from the obligation, you will have to check the “Notice to Proceed” box in the upper right hand corner.
- Double click on the line(s) from which payment will be made.
- Gross Amt: Enter payment amount and push ENTER
- Click button to return to line item no
- Push SAVE

After the payment is entered into CEFMS, the Grants Specialist will:

- a. Submit to Grants Officer for approval.
 - Write the obligation number, CEFMS invoice number, date, and initials of who entered the payment on the invoice.
 - If multiple invoices are submitted, tab each one.
 - If multiple invoices for the same obligation are submitted, put them in the order they are in CEFMS.
- b. Forward a copy of the SF-270 to UFC to CECT-G2ENG93@usace.army.mil (a copy of the SF-270 must remain in the official file).

8.5 Report Review

All reports must be filed in the official cooperative agreement file along with evidence of their review. The grants specialist is responsible for tracking when reports are due and sending notices to recipients for overdue reports. Program officials and grants officials are responsible for reviewing reports.

8.6 Site Visits

Site visits are not mandatory. There is no regulation or agency requirement for the number or frequency of site visits that should be conducted during the term of a cooperative agreement. Site visits should be scheduled as needed and as resources allow.

- a. Formal site visits are conducted to allow for a comprehensive review of the recipient and how the program is being managed. It includes, but is not limited to financial review, personnel review, program management review, and property review. This type of site visit requires extensive planning, time, and resources.
 - Program officials and grants officials should meet prior to the site visit to determine what issues related to the cooperative agreement will be addressed, decide how it will be conducted (develop an agenda, checklists, etc.), and determine who will attend.
 - The Grants Specialist will contact the recipient to set up a date(s) for the site visit. Prior to the visit a letter verifying the date, time, and Government attendees is sent to the recipient along with an agenda and a list of issues to be addressed.
 - The site visit should include an entrance conference and an exit conference with all Government attendees and the recipient's program director and other relevant parties. Other items on the agenda depend on what issues are to be addressed during the site visit, but may include a tour of the facility, interviews with program personnel, review of financial or management records, etc. Time should also be scheduled prior to the exit conference for the Government personnel to meet and discuss findings.
 - After the site visit, the Grants Specialist will draft a site visit report to be reviewed by program officials, Office of Counsel, and the Grants Officer. The site visit report should detail what was discovered on the site visit and if a corrective action plan is required from the recipient.
 - The site visit report is filed in the official cooperative agreement file, the program file, and is sent to the recipient.

Informal site visits may be conducted by program officials to work sites at any time. Because cooperative agreements require substantial involvement from the Government, it may be necessary for program officials to review progress and offer assistance in planning or resourcing frequently during the performance of the cooperative agreement. Informal site visits do not need to be recorded, but any findings or areas of concern discovered should be documented for the official file.

9.0 Close-out.

9.1 Close-out Procedures

The Grants Specialist is responsible for close-out procedures including ensuring all final reports are received and forwarded to the appropriate reviewer, notifying recipient of required documentation, compiling closeout package for grants officer review and approval, completing closeout checklist, deobligating excess funds, and documenting the official file.

Close-out shall not be completed if litigation or appeal is pending, all payments have not been made to the recipient, or a deobligation is necessary. It is not necessary to delay close-out until an A-133 audit has been completed. Rights under A-102 §.51 and 2 CFR 215.72(a) allow agencies to recover funds based on a post-closeout audit. Note – neither A-102 nor 2 CFR 215 require a final audit as part of close-out procedures.

Close-out of a cooperative agreement/cooperative agreement task order does not affect:

- The Corps right to disallow costs and recover funds on the basis of a later audit or other review
- The recipient's obligation to return any funds due as a result of later refunds, corrections, etc.
- Required record retention
- Property management requirements
- Audit requirement

a. Advise Recipient (IAW A-102)

Within 30 days of the end date of the performance period, the Grants Specialist will notify the recipient in writing of the cooperative agreement/task order performance period end date and provide a list of documentation required by the recipient within 90 days after the end date of the performance period. The recipient will be required to submit the following:

- Release of Claims
- Final Financial Report
- Final Progress Report
- Property Reports

The recipient may be granted an extension beyond the 90 days if justification is provided.

b. Review and Approval of Final Reports

The program official will review the final progress report and sign an "Approval of Final Progress Report" (**APPENDIX G**). The Grants Specialist will review the final financial report and the property reports.

c. Deobligation

The Grants Specialist will de-obligate all remaining funds prior to close-out of the cooperative agreement or task order. The recipient must sign a Release of Claims prior to deobligation of remaining funds (**APPENDIX H**).

d. Close-Out Package

The Grants Specialist will complete and submit a completed package to the Grants Officer for approval and signature of the Completion Statement and letter to recipient. The close-out package includes:

- Completion Statement – completed by the grants specialist and to be signed by the grants officer (**APPENDIX I**)
- Final Progress Report
- Approval of Final Progress Report – signed by the program official
- Final Financial Report
- Property Reports
- Release of Claims
- Deobligation Modification (if applicable)
- Notification letter to recipient – to be signed by the grants officer (**APPENDIX J**)

e. Notify Recipient

A letter notifying the recipient the cooperative agreement/ task order is closed out is sent by the grants specialist. A copy of the letter is included in the official file.

9.2 Record Retention

In accordance with OMB Circular A-102 §.42 and 2 CFR 215.53, cooperative agreement records must be retained for three years. The retention period start date depends on the type of record.

Record Type	Retention Rule
General (i.e. Financial records and supporting documentation)	<ul style="list-style-type: none"> • Retention period starts on the day the final report is submitted. • For cooperative agreements renewed quarterly or annually, the retention period for records begins on the day the recipient submits its expenditure report for the period, except that for recipients reporting quarterly under A-102, the retention period dates from the submission of the expenditure report for the last quarter of the federal fiscal year. (2 CFR 215.53(b); A-102 §.42(c)(1))
Real Property and Equipment	The retention period starts with the date of disposition. (2 CFR 215.53(b)(2); A-102§.42(c)(2))

Program Income	The retention period starts at the end of the recipient's fiscal year in which the income is earned. (A-102 §.42(c)(3))
Indirect cost rate proposals and cost allocation plans (CAPs)	<ul style="list-style-type: none"> • If submitted for negotiation, the retention period for supporting records begins on the date rate proposal or CAP is submitted. • If not submitted for negotiation, the retention period for the proposal or CAP begins at the end of the fiscal year (or other accounting period) covered by the rate proposal or CAP. (2 CFR 215.53(g); A-102 §.42(c)(4))

If the cooperative agreement is under litigation, records must be retained until litigation is resolved if it takes longer than three years.

Recipients such as States may have their own retention requirements.

10.0 Terms and Conditions.

The recipient will be sent a draft of the terms and conditions in advance to determine if negotiations will be required. The Scope of Work (SOW) is included in Section 2 of the terms and conditions and should also be sent to the recipient in draft form for review. The SOW included in the final version of the cooperative agreement may be slightly different than what was posted in the announcement because scope and activities are among issues that can be negotiated. In addition to the scope of work and the budget, some terms and conditions are negotiable.

10.1 General Terms and Conditions

In most cases, general terms and conditions are nonnegotiable because most of them are determined by statutory requirements; however, some details, such as reporting frequencies, are left up to the discretion of the awarding agency and can be negotiated.

General terms and conditions can be found in the cooperative agreement template. Sections in gray highlight need to be tailored according to the type of entity receiving the award, reporting frequencies, and cost sharing requirements.

10.2 Special Terms and Conditions

Special terms and conditions may be included in the agreement in addition to the general terms and conditions. They are added at the discretion of the awarding agency and are generally negotiable. Special terms and conditions are typically added when the recipient is determined to be high risk. However, some special terms and conditions are added at the recipient's request.

If a recipient is determined to be high risk, they must be classified as such under the requirements at 2 CFR 215.14 and A-102 §_.12.

11.0 Reporting Requirements.

11.1 Government

a. Internal Record

A list of all cooperative agreements, modifications, and task orders is kept on the CECT Shared Drive. The Grants Specialist is responsible for updating the list with each action.

b. Defense Assistance Awards Data System (DAADS)

In accordance with DODGARs 21.500, all actions subject to 31 U.S.C. Chapter 61 must be reported through the DAADS. All cooperative agreements, modifications, and task orders must be entered into DAADS at <http://siadapp.dmdc.osd.mil/grants.htm>.

11.2 Recipient

The Grants Specialist is responsible for ensuring reports are submitted by the recipient on time and notifying recipients of past due reports. Although some reports may be submitted to the program officials, ALL reports need to be filed in the official cooperative agreement file maintained by the grants specialist.

Required reporting by the recipient includes:

a. Performance Reports

The program official and the Grants Specialist should work together to compare the information in the progress report with the agreement, financial reports, and any other information pertaining to the award. A copy of the report and all the feedback must be included in the official file. A-102 §_.40 and 2 CFR 215.51 dictate what should be included on performance reports.

- Compare actual accomplishment with goals and objectives. Goals and objectives need to be established similar to a performance matrix.
- Where project output can be quantified, a computation of the cost per unit of output
- Reasons why goals and objectives were not met
- Other pertinent information such as analysis and explanation of cost overruns or high unit costs

Recipients are also required to inform the Government of significant events between reporting periods. The frequency of performance reports is determined at the time of award. Per OMB limitations, the frequency cannot be more frequently than quarterly or less frequently than annually. Annual reports are due 90 calendar days after the reporting period ends. Quarterly or semiannual reports are due 30 days after the reporting period ends.

There is currently no standard form for progress reports, but there is a proposal for one. SF-PPR is the cover page and there are six optional attachments. This form is not mandatory yet, but may be used if desired.

Research

There is a different form for research. The RPPR is a format, not an actual form. Agencies are cleared to use the format.

b. Financial Reports

OMB Circular A-102§.41 and 2 CFR 215.52 cover financial reporting. Financial reports should be submitted to the Grants Specialist, but both the Grants Specialist and the program official are responsible for their review. The following standard forms are required for financial reporting:

- SF-425 Federal Financial Report (This is a new form. A-102 and 2 CFR 215 have not been updated yet). This report is an all-purpose federal financial report used to summarize project expenditures and program income at regular intervals. The frequency for the SF-425 is no more frequently than quarterly and no less frequently than annually. An SF-425 is also required at project completion (this includes the completion of any task order). Annual reports are due 90 calendar days after the reporting period ends. Quarterly or semiannual reports are due 30 days after the reporting period ends.
- SF-270 Request for Advance or Reimbursement – Recipient must use this form in addition to or in lieu of their standard invoice. Regular invoices may be attached to SF-270 if the agency chooses to, but no back up documentation is required unless recipient is determined high-risk and it is included in the special terms and conditions. It can be submitted as frequently as needed.
- SF-271 Outlay Report and Request for Reimbursement for Construction Programs – Used on most construction projects (except those that use the SF-270). When it is used for reporting, the frequency is no more frequently than quarterly and no less frequently than annually.

Reporting period end dates are March 31st, June 30th, September 30th, and December 31st. An extension to the due date of any report may be granted at the request of the recipient.

Federal agencies may waive any financial report if not required; however, the SF-270 is required by USACE for progress payments.

Recipients with multiple awards may submit financial reports for each award individually or as a group. This is determined by the Government and should be stipulated in the terms and conditions of the cooperative agreement.

c. Property Reports

Property reporting should be done at close-out of the cooperative agreement or task order. However, it may occur at any point during the cooperative agreement period if the recipient no longer needs the property.

- Real Property
Title of real property acquired under the cooperative agreement vests in the recipient.
- Federally Owned Property
Title of federally owned property remains with the Federal Government
Recipient is required to submit an annual inventory listing using SF-428-A; notify the awarding agency if the property is lost, damaged, or stolen; and report the property to the federal awarding agency when the property is no longer needed.
- Equipment
Equipment is tangible nonexpendable personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
Equipment purchased under the cooperative agreement shall vest with the recipient.
- Supplies
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 CFR 215.35 for University, Hospital, Non-profit, or For-Profit and OMB Circular A-102, §.33 for Government Entities.
- Intangible Property
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 for Government Entities and 2 CFR 215.36 for University, Hospital, Non-profit, or For-Profit.

The following forms are used for property reporting:

- SF-428 and attachments as necessary
 - SF-428 A – Annual Report (reporting Federally-owned property) – due September 30th of each year unless otherwise specified in the cooperative agreement.
 - SF-428 B – Final Report
 - SF-428 C – Disposition Request - When the property is no longer needed, the recipient must request disposition instructions from the federal Government.

- Real Property Status Report (RPSR)
 - The frequency of RPSR is determined by the Government at the time of award. Interim reports are due 45 days after the reporting period ends and final reports are due 90 days after the performance period end date.
 - RPSR Attachment A – General Reporting
 - RPSR Attachment B – Request to Acquire, Improve, or Furnish
 - RPSR Attachment C – Disposition Report

12.0 Attachments.

Attachment A	Memorandum for Record
Attachment B	Funding Opportunity Announcement
Attachment C	Cooperative Agreement
Attachment D	Modification
Attachment E	Determination of Legal Sufficiency
Attachment F	Task Order
Attachment G	Approval of Final Progress Report
Attachment H	Release of Claims
Attachment I	Cooperative Agreement Completion Statement
Attachment J	Close-Out Notification Letter

ATTACHMENT A

CENWP STAFFING SHEET

Office Symbol
Initiating Office:
SUBJECT:

DATE:

DESIRED ACTION: Review and signature of Grants Officer

RETURN TO:

DETAILED
SUMMARY:

- 1. *Purpose:*
- 2. *History:*
- 3. *Reason:*

REMARKS:

PLEASE CIRCLE

Non-Concur/Concur

Program Official
Office Symbol

Non-Concur/Concur

Requesting Activity Branch Chief
Office Symbol

Non-Concur/Concur

Requesting Activity Division Chief
Office Symbol

Non-Concur/Concur

Office of Counsel
CECT-NWP-OC

Non-Concur/Concur

DAILEY
CECT-NWP-B

Non-Concur/Concur

BANSE-FAY
CECT-NWP

Office Symbol

Date

MEMORANDUM FOR RECORD

SUBJECT: Proposed Cooperative Agreement for [*short title of requirement*].

1. Synopsis of Requirement: This agreement represents an opportunity to enter into a cooperative agreement for [*Enter a brief description of general goals and objectives of the project. The Statement of Work (SOW) is not included in this section. The SOW may be included as an attachment for additional information*].
2. Public Purpose: [*State the public purpose of the requirement. What population is intended to be served? EXAMPLE - The Corps manages public land and the ORGANIZATION provides job training and education to students in natural resource management within the same community. ELABORATE HOW THE PARTNERSHIP ENTAILS A PUBLIC PURPOSE.*]
3. Statutory Authority: [*Cite ONE statutory authority and include it in full text. More than one statutory authority may apply, but the MFR should cite the one that best fits the requirement. Associate the authority with how the recipient will be performing the service.*]
4. Substantial Involvement: [*State how the Government will be involved in the agreement other than providing funding and oversight. EXAMPLE – The government will provide a work site for the school to practice stewardship and ecological education and study, guidance in the form of educational presentations and review of protocols and reports, advice and final approval for restoration activities, etc.*]
5. Period of Performance: [*State the performance period of the agreement.*]
6. Competition: [*If competed - types of organizations that will be eligible (i.e. State Government, local Government, nonprofit, etc.) and a list of potential sources. If sole source - name of recipient and justification for why only one source can meet the requirement.*]
7. Funding: [*EXAMPLE - For the first year of the Cooperative Agreement the amount would be _____ and would be negotiated via Task Orders for subsequent years thereafter as budgets allow.*]
8. Recommendation: Authorize pursuit of cooperative agreement for [*short title of requirement*].

Funding Opportunity Announcement

Title

Funding Agency : US Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204	Funding Instrument: Choose an item. Funding Opportunity No: CFDA No: Program Title:
Issue Date:	Application Due Date:
Overview: [Write a synopsis of requirement including summary of work to be done, background, statutory authority, eligibility requirements, etc].	
Estimated Total Funding:	Estimated Number of Awards:
Contents of Full Text Announcement	
I. Funding Opportunity Description	V. Application Review Information
II. Award Information	VI. Award Administration Information
III. Eligibility Information	VII. Agency Contacts
IV. Application Information	VIII. Other Information
Contact Information: Questions relating to Grants.gov including the registration process and system requirements should be directed to the Grants.gov Contact Center at 1-800-518-4726. For assistance with the requirements of this Funding Opportunity Announcement, please contact karen.j.dailey@usace.army.mil .	
Instructions to Applicants: The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov. Applications in response to this Funding Opportunity Announcement shall be submitted by the application due date. Applications may be submitted by mail, email, or via the internet through Grants.gov. Applicants shall have a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contract Registry (CCR), and if submitting application via the internet, register with Grants.gov. See Section IV of the Funding Opportunity Announcement for complete application submission information.	

Section I: Funding Opportunity Description

[Insert description and Scope of Work provided by program official.]

Section II: Award Information

[Insert information regarding type of funding instrument (grant or cooperative agreement/new or renewal/sole source or competed). Also include the estimated total amount of funding (can be an average based on previous years), number of awards, period of performance, and a description of Government involvement.]

Section III: Eligibility Information

1. Eligible Applicants – [Enter type of entities eligible to apply (ex. Government, university, nonprofit, etc.)]
2. Cost Sharing – [Enter proposed cost sharing information. If the action will be 100% funded by USACE, indicate as such.]
3. Other – [Include any other relevant information]

Section IV: Application and Submission Information

1. Address to Request Application Package
The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov. USACE is not responsible for any loss of internet connectivity or for an applicant's inability to access documents posted at the referenced website.

The administrative point of contact is [Grant Specialist (503) 808-xxxx, email].
2. Content and Form of Application Submission
All mandatory forms and any applicable optional forms must be completed in accordance with the instructions on the forms and the additional instructions below.
 - a. SF 424 - Application for Federal Assistance (Required).
 - b. AF 424 A – Budget Information for Nonconstruction Programs (To be completed per task order).
3. Application shall be submitted NO LATER THAN [enter application due date].
4. Submission Instructions
Applications may be submitted by mail, e-mail, or via the internet. Choose ONE of the following submission methods:
 - a. Mail one unbound copy of your complete proposal to:
US Army Corps of Engineers, Portland District
Attn: CECT-NWP-S, Karen Dailey
333 SW 1st Ave
Portland, OR 97204
 - b. E-mail:
Format all documents to print on Letter (8 ½ x 11”) paper. E-mail proposal to [enter email address].
 - c. Internet:

Applicants are not required to submit proposals through Grants.gov. However, if applications are submitted via the internet, applicants are responsible for ensuring that their Grants.gov proposal submission is received in its entirety. The Government bears no responsibility for data errors resulting from transmission of conversion processes associated with electronic submissions. The Government will bear no responsibility for delays in submissions due to technical difficulties at or with the Grants.gov website.

All applicants choosing to use Grants.gov to submit proposals must be registered and have an account with Grants.gov. It may take up to three weeks to complete Grants.gov registration. For more information on registration, go to <http://www.grants.gov/ForApplicants>.

Section V: Application Review Information

1. Criteria

The following criteria shall serve as the standard against which any response to this announcement will be evaluated.

a. Initial Review

The Government will perform an initial review to determine that the applicant is (1) eligible in accordance with Section III of the announcement; (2) all information required by Section IV has been submitted; and (3) all mandatory requirements are satisfied.

b. Merit Review

[Insert evaluation criteria].

2. Review and Selection Process

[Insert details of selection process. (See Section V Part 3 "Evaluation/Source Selection" of SOP)].

3. Anticipated Award Date

Announcement Issue Date:

Announcement Due Date:

Estimated Award Date:

Section VI: Award Administration Information

1. Award Notices

Written notice of award will be given in conjunction with issuance of a cooperative agreement signed by a Grants Officer. The cooperative agreement will contain the effective date of the agreement, the period of performance, funding information, and all terms and conditions. The recipient is required to sign and return the document before work under the agreement commences. **Work described in this announcement SHALL NOT begin without prior authorization from a Grants Officer.**

2. Administrative Requirements

The cooperative agreement issued as a result of this announcement is pursuant to the administrative requirements in [32 CFR 215 (A-110) (Universities, Hospital, Non-profit, or For -Profit)/OMB A-102 (Government Entity)].

3. Reporting

[Insert details of recipient reporting requirements].

Section VII: Agency Contact

[Name of Grants Specialist], Grants Specialist, Contracting Division
USACE, Portland District Tel: 503-808-xxxx
ATTN: CENWP-CT-S Fax: 503-808-4605
333 SW 1st Avenue E-mail: Enter email address
Portland, OR 97204

Section VIII: Other Information

[Insert any additional information relating to the announcement.]

ATTACHMENT C

COOPERATIVE AGREEMENT

AGREEMENT NUMBER: W9127N-XX-2-XXXX	EFFECTIVE DATE: XX Month XXXX
ISSUED BY: <p style="text-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 style="text-align: center;">[Recipient Name and Address]</p>

CONCERNING:

AUTHORIZED BY:

CFDA NUMBER: _____ DUNS NUMBER: _____

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

AMOUNT: \$ _____ COST SHARE: _____

PROJECT PERIOD: _____ BUDGET PERIOD: _____

ADMINISTERED BY: Karen Dailey (503)808-4615
Karen.J.Dailey@usace.army.mil

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Section</u>	<u>Title</u>
1	Administrative Information	5	Property Management
2	Programmatic Requirements	6	Claims, Disputes, and Appeals
3	Term	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.

SIGNATURE OF RECIPIENT	DATE	UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER)	DATE
NAME AND TITLE OF SIGNER		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 [Enter Recipient Name], 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:

[Name, Title]

USACE, Portland District Tel: 503-808-xxxx
ATTN: CENWP-XX-XX Fax: 503-808-xxxx
333 SW 1st Avenue E-mail: [email]
Portland, OR 97204

Agreement Administrator:

Karen Dailey, Grants Specialist, Contracting Division
USACE, Portland District Tel: 503-808-4615
ATTN: CENWP-CT-S Fax: 503-808-4605
333 SW 1st Avenue E-mail: karen.j.dailey@usace.army.mil
Portland, OR 97204

Grants Officer:

Ralph Banse-Fay, Chief, Contracting Division
USACE, Portland District Tel: 503-808-4600
ATTN: CENWP-CT Fax: 503-808-4605
333 SW 1st Avenue E-mail: ralph.p.banse-fay@usace.army.mil
Portland, OR 97204

1.2.2. Recipient Representatives:

[Enter Recipient Representatives]

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.

[Enter Statement of Work (SOW)/Statement of Objectives (SOO)]

2.2. Performance Reports

Recipient shall submit progress reports Choose an item. utilizing form included in Appendix A of this agreement.

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 Choose an item..

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 and Appendix A to DoDGARS Choose an item..

2.5. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with Choose an item..

3. Term

3.1. Term of Agreement

The term of this cooperative agreement is [enter start and end dates] with task orders issued as needed. Task orders will have project and budget periods that are specific to the requirement and available funding. If the parties agree, the term of the agreement may be extended if funds are available and opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the Grants Officer and the Recipient. [Tailor as needed per cooperative agreement.]

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 Choose an item..

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) [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.

4.2. Cost Principles

Cost principles for this agreement are governed by Choose an item..

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 Choose an item..

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. [In accordance with 15 CFR §14.26(c) and (d), for-profit hospitals, commercial, and other organizations not covered by the audit provisions of OMB Circular A-133 the expend \$500,000 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.

4.5. 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 Choose an item..

4.6. Cost Sharing

4.6.1. [Enter negotiated cost share - determined per cooperative agreement]

4.6.2. The Recipient's contributions may count as cost sharing only to the extent that they comply with the criteria at Choose an item..

4.7. Financial Reporting

4.7.1. The Recipient shall submit a "Federal Financial Report" (SF-425) on a Choose an item. basis.

Reports are due no later than Choose an item. 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 Choose an item..

5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with Choose an item., 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, Non-profit, 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 Choose an item..

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 Choose an item.. [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(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, for Federal Government purposes in accordance with Choose an item..

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 Choose an item. 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. [N/A for agreements with Indian tribe or tribal organization.]

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:

[Insert all that apply. Refer to DoDGARS Part 32 to awards for universities or other non-profit organizations, DoDGARS Part 33 for awards to State and local Governments, and DoDGARS Part 34 for awards to for-profit entities.]

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 sponsor against any liability for damage to life or property arising from the actions or omissions of Recipient's employees, contractors, or agents. Such protection from damages may be provided by commercial insurance or self-insurance. Sponsor shall be liable for its actions and omissions in accordance with the Federal Tort Claims Act, as applicable, and other applicable Federal law.

ATTACHMENT D

MODIFICATION OF Choose an item.
between
The United States of America
U.S. Army Corps of Engineers, Portland District
and
Enter Recipient

TASK ORDER NUMBER: W9127N-XX-2-XXXX-XXXX

MODIFICATION NUMBER: XXXXX

SHORT TITLE:

AUTHORITY:

PURPOSE: The purpose of this modification is to .

TERM:

FUNDING:

ADMINISTERED BY: Karen Dailey (503) 808-4615
Karen.J.Dailey@usace.army.mil

All terms and conditions of Cooperative Agreement W9127N-XX-2-XXXX between the US Army Corps of Engineers, Portland District and Recipient remain in effect for the duration of this task order.

Effective Date of Modification:

SIGNATURE OF RECIPIENT	DATE	SIGNATURE OF GRANTS OFFICER	DATE
NAME AND TITLE OF SIGNER		NAME OF GRANTS OFFICER Ralph P. Banse-Fay (503) 808-4600 Ralph.P.Banse-Fay@usace.army.mil	

ATTACHMENT E

**DETERMINATION OF LEGAL SUFFICIENCY FOR COOPERATIVE AGREEMENTS
W9127N-XX-2-XXXX**

1. Task Order for Description of Requirement under Cooperative Agreement W9127N-XX-2-XXXX that the US Army Corps of Engineers, Portland District has with Recipient as an agreement through the Cooperative Agreement Act (31 USC 6305) under authority of Statutory Authority.
2. The agreement has been reviewed and resulted in the following findings:
 - a. The proposed acquisition is authorized under the law(s) cited above.
 - b. The U.S. Army Corps of Engineers, Portland District, is authorized to acquire the items ordered above.
 - c. Adequate funds are available. (See below)
 - d. The action does not conflict with any other agency's authority or responsibility (see FAR Part 8 & DFAR Part 208).
 - e. Use of a Cooperative Agreement is in the best interest of the Government; and
 - f. The assistance or services cannot be obtained as conveniently or economically by contracting directly with a private source.
 - g. It is in the best interests of the Government to obtain the items ordered from the supplying entity because (check all that apply – (double click on boxes to initiate check as applicable and follow prompts):
 - (1) Requesting office and organization lacks the resources to do it (if services) on its own.
 - (2) Providing office or organization can provide goods or services more efficiently considering time required and/or economically than Requester through procurement contract.
 - (3) The assistance will appropriately be made under an existing agreement with the servicing entity, entered into before placement of the order, to meet the requirements of the agency;
 - (4) The servicing entity has capabilities or expertise to enter into an agreement for such supplies or services which is not available within the requesting agency; or
 - (5) The servicing entity is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.
 - (6) The requesting and supplying entity have long-term statutory goals and missions that can only or best be achieved by the parties entering into the proposed agreement.
 - (7) Existing statutory authorities make the parties in effect statutory partners in the achievement of their statutory missions and require a long-term partnering arrangement between or among the governmental entities party to the agreement.
 - (8) Practical factors in achieving agency missions and statutory goals require that the parties enter into the proposed agreement to achieve the agency missions and goals.
 - (9) Other:
 - h. The servicing entity or entities regularly perform the type of work required, and will accept the order, and can satisfy the requirement(s).
 - i. The services ordered are clearly within the scope of activities of the providing entity, and that entity normally contracts for those supplies or services for itself.
 - j. The cost to the District for the requirement, including administrative fees charged by the supplying entity, appears to be reasonable. The fees proposed to be paid to the servicing entity do not exceed the servicing entity's actual cost (or estimated costs if actual costs are unknown) of entering into and administering the contract or other agreement under which the order is filled.
 - k. The contract administration procedures related to the entity's contract are adequate for District requirements (or the order contains additional contract administration requirements for contract administration procedures that comply with DOD and Army regulations and policies.)
 - l. All approvals and authorizations required by law or regulation or policy have been obtained.
 - m. The requirement is a bona fide need for the District.
 - n. Comments:
3. Given the above findings, it is hereby determined that it is in the best interest of the Government to place an order for the above-identified items with the above identified supplying entity or entities under the legal authority or authorities cited above.
4. Financial Data: PR&C No. W66QK - Total Amount \$
5. APPROVAL:

Legal Sufficiency (Counsel): _____ Date: _____

ATTACHMENT F

TASK ORDER
to the
COOPERATIVE AGREEMENT
Between
US Army Corps of Engineers, Portland District (USACE)
And
Enter Recipient

TASK ORDER NUMBER: W9127N-XX -2-XXXX-XXXX

SHORT TITLE:

CONCERNING: Enter brief synopsis of work to be performed

AUTHORITY:

AMOUNT: \$

PERIOD OF PERFORMANCE:

LOCATION:

ADMINISTERED BY: Karen Dailey (503) 808-4615
Karen.J.Dailey@usace.army.mil

All terms and conditions of Cooperative Agreement W9127N-~~XX~~-2-~~XXXX~~ between the US Army Corps of Engineers, Portland District and [Recipient] are incorporated by reference and remain in effect for the duration of this task order.

Effective Date:

SIGNATURE OF RECIPIENT	DATE	SIGNATURE OF GRANTS OFFICER	DATE
NAME AND TITLE OF SIGNER		NAME OF GRANTS OFFICER	
		Ralph P. Banse-Fay (503) 808-4600 Ralph.P.Banse-Fay@usace.army.mil	

DESCRIPTION OF SERVICES

THE RECIPIENT WILL:

USACE WILL:

PAYMENT:

Reimbursement for services provided under this Task Order will be made only for those services performed prior to Enter task order end date.

Recipient shall submit an SF-270 along with/in lieu of a standard invoice to:

U.S. Army Corps of Engineers; Portland District
ATTN: CECT-NWP-B, Karen Dailey
P.O. Box 2946
Portland, OR 97208-2946



REPLY TO
ATTENTION OF

ATTACHMENT G

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2946
PORTLAND, OREGON 97208-2946

CECT-NWP-S

MEMORANDUM FOR [office symbol], [PROGRAM OFFICIAL]

SUBJECT: Cooperative Agreement No. W9127N-XX-2-XXXX, [Title]

1. Regulations require that all expired cooperative agreements be closed out. In order to close out a cooperative agreement, it is necessary for the Program Official to acknowledge acceptance of the Final Progress Report submitted by the recipient and verify that all requirements under the cooperative agreement have been satisfactorily met.
2. Please check the appropriate box below regarding the Final Progress Report.
3. Please sign this form verifying satisfactory completion of all requirements and return to this office.
4. If you have any questions, please contact Karen Dailey, Grants Specialist, at (503) 808- 4615 or email karen.j.dailey@usace.army.mil.

APPROVAL

- Final Progress Report dated _____ is accepted
- No Final Progress Report required.
Explain: _____
- Final Progress Report Not Accepted.
Explain: _____

Signature below serves as confirmation by the program official that all requirements of the subject cooperative agreement have been satisfactorily met and progress has been appropriately reported in accordance with the terms and conditions of the cooperative agreement.

SIGNATURE

DATE

ATTACHMENT H

Cooperative Agreement

Release of Claim

The Release of Claim is a means for the Corps of Engineers to de-obligate funds from a Cooperative Agreement that was formally awarded, but where the tasks or assistance were either not completed or all obligated funds were not required for completion of the tasks or assistance. Please complete the following:

Name of Organization - _____

Address - _____

Name of Cooperative Agreement - _____

Cooperative Agreement Number - _____

Task Order Number (if one exist) - _____

Amount to be De-Obligated - _____

Government Program Manager - _____ Date: _____

Project or Lake Location - _____

Signature of Organization Representative - _____, Date - _____

The organization awarded the Cooperative Agreement hereby releases the Government from any and all liabilities under this agreement for further equitable adjustments attributable to such facts or circumstances giving rise to the aforesaid work.

ATTACHMENT I

COOPERATIVE AGREEMENT COMPLETION STATEMENT

Choose an item. No: W9127N-	Last Modification No:
SPONSOR: The United States of America US Army Corps of Engineers, Portland District 333 SW First Ave Portland, OR 97204-3495	RECIPIENT: [Recipient Name and Address]
Physical Completion Date:	Financial Completion Date:
Total amount paid to the recipient under this cooperative agreement: \$	
All administrative actions required have been fully and satisfactorily accomplished, and the following criterion have been met: <ul style="list-style-type: none"> <input type="checkbox"/> Final progress report has been submitted and is determined to be acceptable by the Program Official. <input type="checkbox"/> Final financial data has been submitted and compared with information in CEFMS. <input type="checkbox"/> All required reports (progress, financial, property) have been received. <input type="checkbox"/> Recipient has met the objectives of the agreement and complied with all terms and conditions. <input type="checkbox"/> All actions relating to disposition of property have been taken. <input type="checkbox"/> All remaining funds have been deobligated. <input type="checkbox"/> "Notification of Closeout" or "Noncompliance Letter" has been sent to the Recipient. <input type="checkbox"/> There is NO pending litigation or appeal for this agreement. Close-out shall not be completed if litigation or appeal is pending, all payments have not been made, or if a final deobligation is necessary.	
SIGNATURE OF GRANTS SPECIALIST	DATE
NAME OF GRANTS SPECIALIST Karen Dailey (503) 808-4615 karen.j.dailey@usace.army.mil	
All actions required for close-out of this cooperative agreement have been fully and satisfactorily accomplished. Cooperative agreement file of this office is hereby closed as of: Date:	
SIGNATURE OF GRANTS OFFICER	DATE
NAME OF GRANTS OFFICER Ralph P. Banse-Fay (503) 808-4600 Ralph.P.Banse-Fay@usace.army.mil	

ATTACHMENT J



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2946
PORTLAND, OREGON 97208-2946

Contracting Division

SUBJECT: Close-out of Cooperative Agreement No. W9127N-XX-2-XXXX, [Title]

Recipient Name
Attn:
Recipient Address

Dear :

This letter is to inform you that the US Army Corps of Engineers, Portland District (USACE) has completed a final review of the subject cooperative agreement and determined that all terms and conditions of the agreement have been satisfactorily met. Therefore, USACE is officially closing this cooperative agreement.

Please be aware that Recipients of federal assistance are required to maintain records related to a cooperative agreement for a period of time after expiration of the agreement. The retention period is dependent upon the type of record. Record retention shall be in accordance with *Choose an item.*

Thank you for your contribution to the US Army Corps of Engineers, Portland District's Program. Your efforts under this cooperative agreement are appreciated. Should you have any further questions or concerns, please contact Karen Dailey, Contract Specialist, at telephone (503) 808-4615 or via email karen.j.dailey@usace.army.mil.

Sincerely,

Ralph P. Banse-Fay
Grants Officer