

**COOPERATIVE AGREEMENT**

AGREEMENT NUMBER: W912DW-14-2-0003	EFFECTIVE DATE:
<b>ISSUED BY:</b> The United States of America US Army Corps of Engineers, Seattle District P.O. Box 3755 Seattle, WA 98124-3755	<b>ISSUED TO:</b> Northwest Youth Corps 2621 Augusta Street Eugene, OR 97403

CONCERNING: education-based work experience at Chief Joseph Dam

AUTHORIZED BY: 33 U.S.C. 2339

Awardee Tax Id Number: 930818160

DUNS NUMBER: 131078453

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

AMOUNT: NTE \$200,000.00

COST SHARE: 0

PROJECT PERIOD: 5 years

BUDGET PERIOD:

ADMINISTERED BY:

**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.

UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER)

Patricia A. Blackwood (206)764-3772  
Patricia.a.blackwood@usace.army.mil

**BLACKWOOD.PATR**

Digitally signed by  
BLACKWOOD.PATRICIA.A.1231611688  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=BLACKWOOD.PATRICIA.A.1231611688  
Date: 2014.01.30 08:56:25 -08'00'

SIGNATURE OF RECIPIENT	DATE
	1-27-14
NAME AND TITLE OF SIGNER	
JEFF PARKER - EXECUTIVE DIRECTOR	

**1. Administrative Information**

**1.1. Parties to the Agreement**

This agreement is entered into between the U.S. Army Corps of Engineers, Seattle District, hereinafter referred to as GOVERNMENT, and Northwest Youth Corps, hereinafter referred to as RECIPIENT or NYC. 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:**

Skip Stonesifer, Natural Resource Manager  
USACE, Seattle District                      Tel: 509-686-2225  
ATTN: CENWS-OD-CJ                      Fax: 509-686-2229  
P.O. Box 1120                      E-mail: [Alfred.C.Stonesifer@usace.army.mil](mailto:Alfred.C.Stonesifer@usace.army.mil)  
Bridgeport, WA 98812-1120

Agreement Administrator:

Maria Colville, Grants Specialist, Contracting Division  
USACE, Seattle District                      Tel: 206-764-6070  
ATTN: CENWS-CT-B                      Fax: 206-764-6817  
P.O. Box 3755                      E-mail: [Maria.A.Colville@usace.army.mil](mailto:Maria.A.Colville@usace.army.mil)  
Seattle, WA 98124-3755

Grants Officer:

Patricia A. Blackwood, Chief, Contracting Division  
USACE, Seattle District                      Tel: 206-764-3772  
ATTN: CENWS-CT                      Fax: 207-764-6817  
P.O. Box 3755                      E-mail: [Patricia.A.Blackwood@usace.army.mil](mailto:Patricia.A.Blackwood@usace.army.mil)  
Seattle, WA 98124-3755

**1.2.2. Recipient Representatives Primary Points of Contact:**

Joe Waksmundski, NYC Director  
Northwest Youth Corps                      Tel: (541) 349-7515  
2621 Augusta Street                      Fax: (541) 349-5060  
Eugene, OR 97403                      Email: [JoeW@nwyouthcorps.org](mailto:JoeW@nwyouthcorps.org)

Jeff Olson, Field Director                      Tel: (541) 349-7509  
Northwest Youth Corps                      WA Tel: (509)-888-3952  
2621 Augusta Street                      Fax: 541-349-5060  
Eugene, OR 97403                      [JOlson@nwyouthcorps.org](mailto:JOlson@nwyouthcorps.org)

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 sections of this agreement; and (3) the attachments to this agreement if any.

2. Programmatic Requirements

2.1. Scope of the Agreement

2.1.1. 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.

2.1.2. Scope of Work. The primary goal of this Cooperative Agreement is to provide public lands work activities to further training and educational opportunities to the NYC. The Government has available work sites and projects, and has determined that the public interest will be benefited by providing work sites and projects to the NYC for the aforementioned purposes. Specific task orders will be issued for specific work. See subparagraph 3.2

2.2. Performance Reports

Recipient shall submit progress reports quarterly utilizing form included in Attachment B 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 32 CFR 33.30 (Government Entity).

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

2.4. Subawards

2.4.1. The Recipient shall apply to each subaward the administrative requirements of the DoDGARS applicable to the particular type of subrecipient. DoDGARS Part 32 shall be applied to awards to universities or other non-profit organizations, DoDGARS Part 33 shall be applied to awards to State and local Governments, and DoDGARS Part 34 shall be applied to for-profit entities.

2.4.2. Recipients awarding contracts under this agreement shall assure that contracts awarded contain, at a minimum, the provisions in 32 CFR 33.36(i).

## 2.5. Procurement

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

## 3. Term

### 3.1. Term of Agreement

3.1.1. The term of this Cooperative Agreement is five years from date of signature by the Grants Officer of the Cooperative Agreement. 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 Cooperative Agreement by the Grants Officer and the Recipient.

3.1.2. Task orders will be issued as needed. Task orders will have project and budget periods that are specific to the requirement and available funding. No work shall commence on a task order until the Grants Officer has signed and issued the Task Order.

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

Failure to perform work in accordance with the terms of the Cooperative Agreement or task orders 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.

### 3.2. Termination

3.2.1. 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 or task orders.

3.2.2. This Cooperative Agreement or individual task orders 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 Cooperative Agreement or individual task order before work is completed and the Grants Officer determines that the reduced or modified portion of the task order award will not accomplish the purpose for which the award was made, the Grants Officer may terminate the task order award in its entirety.

3.2.3. 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.

3.2.4. If a task order is incrementally funded, it may be terminated in the absence of additional funding.

### 3.3. Closeout Procedures

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements in 32 CFR 32.71 through 32.73 (University, Hospital, or Non-Profit).

## 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 the negotiated amount unless agreed to by modification of the task order. 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 at a minimum quarterly but no more frequently than monthly, to the Government's Agreement Administrator (see paragraph 1.2.1), a "Request for Advance or Reimbursement" (SF-270) along with other required documentation.

- 4.2. Cost Principles  
Cost principles for this agreement are governed by OMB Circular A-122 (Non-Profit Organization).
- 4.3. Standards for Financial Management Systems  
The Recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles and with 32 CFR 32.21 (University, Hospital, or Non-Profit).
- 4.4. Audit
  - 4.4.1. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipients that are subject to the provisions of OMB Circular A-133 and that expend \$500,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in OMB Circular A-133.
  - 4.4.2. The Recipient shall provide a copy of the auditor's report to the Government's Agreement Administrator.
- 4.5. Retention and Access to Records  
Recipient's financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained and access to permitted in accordance with 32 CFR 32.53 (University, Hospital, or Non-profit).
- 4.6. Cost Sharing
  - 4.6.1. No Cost Share.
- 4.7. Financial Reporting
  - 4.7.1. The Recipient shall submit a "Federal Financial Report" (SF-425) on a semiannual basis. Reports are due no later than 30 days (quarterly or semiannually) following the end of each reporting period. A final SF-425 shall be submitted within 90 days after the expiration date of the award.
  - 4.7.2. Financial reports shall be submitted to the Government's Agreement Administrator.
5. **Property Management**  
The Recipient's property management system shall comply with 32 CFR 32.30 through 32.37 (University, Hospital, or Non-profit).
  - 5.1. Real Property  
No Real Property is to be acquired under this Cooperative Agreement.
  - 5.2. Equipment  
Equipment purchased under the Cooperative Agreement shall vest with the recipient, and its use, management, and disposition shall be in accordance with 2 CFR 215.34 (University, Hospital, Non-profit, or For-profit). (32 CFR 33.32 Equipment) OMB Circular A-102, §\_..32(f)
  - 5.3. Supplies and Other Expendable Property  
Title to supplies and other expendable property shall vest in the recipient. Disposition of supplies in excess of \$5,000 shall be in accordance with 2 CFR 215.35 (University, Hospital, Non-profit, or For-profit). The recipient shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute as long as the Federal Government retains and interest in the supplies.

#### 5.4. Intangible Property / Copyrights

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use copyrighted work, for Federal Government purposes in accordance with 2 CFR 215.36 (University, Hospital, Non-profit, or For-profit).

#### 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

5.6.1. Federally Owned Property. Per 2 CFR 215.33(a)(1); A-102, 32 CFR 33.32(f)(2), for federally owned property within recipient's custody, recipient must annually submit an inventory with information accurate as of 30 September, unless the award specifies a different date. The following forms shall be utilized to meet these 2 CFR 215 (University, Hospital, Non-profit, or For-profit) reporting requirements.

##### 5.6.2. SF-428 Tangible Personal Property Report

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

5.6.2.2. SF-428 B – Final Report

5.6.2.3. SF-428 C – Disposition Request

##### 5.6.3. RPSR – Real Property Status Report

5.6.3.1. RPSR Attachment A – General Reporting

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

5.6.3.3. RPSR Attachment C – Disposition Request

### 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. ADR procedures may be used prior to submission of a recipient's claim or at any time prior to the Grant Appeal Authority's decision on a recipient's appeal.

#### 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's claim must: (1) be submitted in writing; (2) specify 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 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 and policies.

### 7.2. Officials Not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

### 7.3. Nondiscrimination

By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination:

a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 part 195.

b. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

c. On the basis of handicap, in:  
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

### 7.4. Debarment and Suspension

The recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the Department of Defense in 2 CFR part 1125. The recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125. The recipient shall sign the attached certification entitled "DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS".

### 7.5. Hatch Act

The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

### 7.6. Environmental Standards

By signing this agreement or accepting funds under this agreement, the recipient assures that it will: a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32.

### 7.7. Drug-Free Workplace

The recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.). Recipient shall sign the attached certification Drug-Free Workplace (Recipients other than Individuals).

### 7.8. Certification Regarding Lobbying

The recipient shall sign the Attached Certification Regarding Lobbying, Attachment C.

**8. Indemnification**

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



**CERTIFICATE OF AUTHORITY**

*To be completed by counsel for the Recipient*

I, Bradley S. Copeland, do hereby certify that I am the designated legal representative of the Northwest Youth Corps for purposes of this Cooperative Agreement between the Northwest Youth Corps and the U.S. Army Corps of Engineers, that the Northwest Youth Corps is a legally constituted nonprofit body with full authority and legal capability to perform the terms of the Cooperative Agreement between the U.S. Army and the Northwest Youth Corps administered by the U.S. Army Corps of Engineers and that the persons who have executed this Cooperative Agreement on behalf of the Northwest Youth Corps, in particular, Jeff Parker, Executive Director, have acted within their legal authority.

IN WITNESS WHEREOF, I have made and executed this certification this 27<sup>th</sup> day of January, 2014.



\_\_\_\_\_  
Bradley S. Copeland, Attorney

US Army Corps of Engineers, Seattle District  
Cooperative Agreement

# PERFORMANCE REPORT

Date of Report:

1. Cooperative Agreement/Task Order Number:

2. Period of Performance covered by this report:

 to 

3. Description of project accomplishments for this reporting period:

*Include accomplishments, significant developments (i.e., problems, delays, or favorable developments):*

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

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

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

If not, what is the projected completion date?

What is the expiration date of the agreement?

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

Report prepared by:

Name:   
Title:   
Email:

Street Address:   
City, State, & Zip:   
Telephone:

*Attachment C*

***CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS FOR COOPERATIVE AGREEMENTS***

Applicants should refer to the regulations cited below to determine the certification which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under: 32 C.F.R. Part 28, "New Restrictions on Lobbying"; 2 C.F.R. Part 180, "OMB Guidelines on to Agencies on Government-wide Debarment and Suspension (Non-Procurement", as implemented by the Department of Defense in 2 C.F.R. part 1125; and 32 C.F.R. Part 26, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)". The certifications will be treated as a material representation of fact upon which reliance will be placed when determining award of the cooperative agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The applicant certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The applicant shall communicate the requirements to comply with Subpart C of the OMB guidance in 2 C.F.R. Part 180, as implemented by the Department of Defense in 2 C.F.R. part 1125, to persons at the next lower tier with whom the recipient enters into transactions that are

“covered transactions” under Subpart B of 2 C.F.R. part 180 and the DoD implementation in 2 C.F.R. part 1125.

### **3. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS)**

As required by the Subpart B of 32 C.F.R. Part 26, which implements Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. § 701, *et seq.*)--

(1) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient’s workplace and specifying the actions that will be taken against the employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The applicant’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose cooperative agreement activity the convicted employee was working, unless the Federal agency has designated a central point for receipt of such notices. Notice shall include the identification number(s) of the each affected cooperative agreement;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement.

Place of performance:

(Street address, city, county, state, zip code)

Northwest Youth Corps, 2621 Augusta Street, Eugene, OR 97403

Check if there are workplaces on file that are not identified here.

---

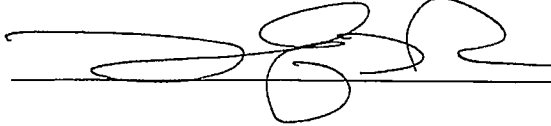
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Northwest Youth Corps

Printed Name and Title of Authorized Representative

Name: JEFF PARKER

Title: Executive Director

Signature: 

Date: 1.27.14