

**COOPERATIVE AGREEMENT #W912EP-13-2-0003
BETWEEN THE
UNITED STATES ARMY CORPS OF ENGINEERS WILMINGTON DISTRICT
AND
VERMONT YOUTH CONSERVATION CORPS, INC.
FOR THE OUTDOOR EDUCATION YOUTH WORK CREWS**

I. Administrative Information

1.1. Parties to the Agreement

This Cooperative Agreement (hereinafter known as "Agreement") made and entered into this day of June 17, 2013 by and between the US Army Corps of Engineers, Wilmington District, hereinafter referred to as GOVERNMENT, and Vermont Youth Conservation Corps, hereinafter referred to as RECIPIENT. The parties to this agreement act in their independent capacities in their performance of their respective functions under this agreement and neither party is to be considered the officer, agent, or employee of the other.

1.2. Administrative Personnel

1.2.1. Government Representatives:

Grants Officer Technical Representative:

Michael Hosey / CESA W-OP-L
USACE, Wilmington District
2080 Jordan Dam Access Rd
Moncure, NC 27559-0144

Tel: 919-542-4501 Ext 26
E-mail: michael.l.hosey.II@usace.army.mil

Agreement Administrator:

Sheila I. Borges / CESA J-CT-S
USACE, Jacksonville District
701 San Marco Blvd
Jacksonville, FL 32207

Tel: 904-232-2180
Fax: 904-232-2749
Email: sheila.i.borges@usace.army.mil

Grants Officer:

Philip M Mauldin / CESA J-CT-S
USACE, Jacksonville District
701 San Marco Blvd
Jacksonville, FL 32207

Tel: 904-232-1240
Fax: 904-232-2749
E-mail: philip.m.mauldin@usace.army.mil

1.2.2. Recipient Representative:

Paul Schmidt, Vice President
Vermont Youth Conservation Corps, Inc.
1949 East Main Street
Richmond, VT 05477

Tel: 802-434-3669 Ext. 121
Email: paul.schmidt@vycc.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.

Order of Precedence: Federal statute and case law always takes precedence in the event of a conflict between the terms of this agreement and other governing documents.

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.

2.1.1. The Recipient plans to conduct vegetation management, park maintenance, litter pick-up, debris removal, and trail construction and maintenance at various Operations Projects within the Wilmington District.

2.1.2. The Recipient shall Furnish:

2.1.2.1. Youth work crews to perform specified projects at various sites in and around the Wilmington District, adequately equipped with tools to complete specified tasks and clothed to do normal public lands improvement and conservation work

2.1.2.2. Provide first aid and notify local emergency services as necessary to address injuries to crew leaders and members sustained while engaged in work under Agreement.

2.1.2.3. Be responsible for housing, feeding, clothing, transporting, providing medical care and other welfare needs, as may be required, for crew supervisory personnel and youth crew members.

2.1.2.4. At all times be responsible for the supervision, and control of youth crew members assigned to work projects under this Agreement.

2.1.2.5. In connection with the performance of work under this Agreement, provides equal opportunity to all employees and applicants for employment irrespective of race, color, national origin, sex, religion, disability, genetics, or reprisal for engaging in prior protected activity.

2.1.2.6. To complete assigned work projects to the specifications and standards of the Corps.

2.1.2.7. Work performed under this Agreement shall consist of public lands improvement and conservation projects. Fire suppression and prescribed burning shall not be performed under this Agreement.

2.1.3. The Operations Project Manager at the Government facility receiving the services from the Recipient will work closely with the Recipient to promote effective collaboration between the Recipient and the Government to ensure that the research objectives are met.

2.1.4. Changes to this agreement that would result in a change in the scope or objective of this work effort or a need for additional Federal funding will be modified in writing by the Grants Officer.

2.2. Modifications

2.2.1. Modifications to this agreement may be proposed by either party. 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.

2.2.2. Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 32 CFR 32.25 (University, Hospital, or Non-Profit).

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

2.3. Subawards

2.3.1. The Recipient shall apply to each subaward the administrative requirements of the DoDGARS applicable to the particular type of sub recipient. DoDGARS Part 32 shall be applied to awards to universities or other non-profit organizations,.

2.3.2. 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 Part 32 (University, Hospital, or Non-Profit).

2.4. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with 32 CFR 32.40 through 32.49 (University, Hospital, or Non-Profit).

3. Term

3.1. Term of Agreement

The term of this cooperative agreement shall become effective on the date herein below last written and shall continue for a period not to exceed five years. Task orders will be issued as needed. Task orders will have project and budget periods that are specific to the requirement and available funding. This Agreement may be amended in writing by the parties to this Agreement. In accordance with 2 CFR parts 25 and 170, as applicable, the Recipient is required to report sub-award and executive compensation reporting requirements, and also required to maintain current information in System for Award Management (SAM).

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. 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.

3.3.2. If the agreement is incrementally funded, it may be terminated in the absence of additional funding.

3.4. Closeout Procedures

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements in 32 CFR 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 (per task order) amount for performance under this cost-reimbursable agreement. The estimated cost for this five year Agreement is \$140,500.00. In no event shall the overall cost of this Agreement exceed \$140,500.00. The Government is not liable for any expenditure in excess of this amount unless agreed to by modification of this agreement. All obligations are subject to the availability of appropriations from Congress.

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

4.2. Cost Principles

Cost principles for this agreement are governed by OMB Circular A-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 requirements for records in accordance with 32 CFR 32.53 (University, Hospital, or Non-profit).

4.6. Cost Sharing

4.6.1. Government cost sharing is 80% of the cost of VYCC Conservation Crew.

4.6.2. The Recipient's contributions may count as cost sharing only to the extent that they comply with the criteria at 32 CFR 32.23 (University, Hospital, or Non-profit).

4.7. Financial Reporting

4.7.1. The Recipient shall submit a "Federal Financial Report" (SF-425) on an annual basis. Reports are due no later than 90 days (annually) 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

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with 2 CFR 215.32(a) (University, Hospital, Non-profit, or For-profit), 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 2 CFR 215.34 (University, Hospital, Non-profit, or For-profit).

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 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(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 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

The Recipient shall report requirements in accordance with 2 CFR 215 (University, Hospital, Non-profit, or For-profit).

6. Claims, Disputes, and Appeals

6.1 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).

6.2 Non-exclusivity Remedies

Nothing in this section is intended to limit the Recipient's right to any remedy under the law.

7. Compliance with Laws

7.1 Applicable Federal Laws

By signing or accepting funds under this agreement, Recipient agrees that it will comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

7.2 Certification Regarding Lobbying

By signing or accepting funds under this agreement, the recipient is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

7.3 National Policy Matters and Assurances

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

[Refer to DoDGARS Part 32 to awards for universities or other non-profit organizations]

7.3.1 Nondiscrimination

7.3.2 Debarment and Suspension

7.3.3 Hatch Act

7.3.4 Environmental Standards

7.3.5 Drug-Free Workplace

7.3.6 National Preservation

7.3.7 Officials Not to Benefit

7.3.8 Preference for US Flag Carriers

7.3.9 Cargo Preferences


7.3.10 Relocation and Real Property Acquisition

THIS COOPERATIVE AGREEMENT IS BEING ENTERED INTO PURSUANT TO THE DOD GRANT AND AGREEMENT REGULATIONS, DoD 3210.6-R.

In witness thereof, the signature of the parties were affixed on the day and year indicated below.

FOR THE:

Vermont Youth Conservation Corps, Inc.

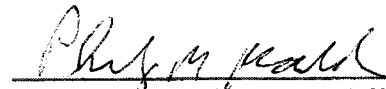


Paul Schmidt, Vice President of Operations

6-6-13
Date

FOR THE:

U.S. Army Corps of Engineers



Philip M. Mauldin, Grants Officer
Chief, Supplies & Services Branch
Contracting Division, Jacksonville District

17 Jun 13
Date