

**COOPERATIVE AGREEMENT**

AGREEMENT NUMBER: W912PP2320002 (Task Order) EFFECTIVE DATE: 26 Sep 2023

ISSUED BY: The United States of America US Army Corps of Engineers, Albuquerque District 4101 Jefferson Plaza NE Albuquerque, NM 87109	ISSUED TO: Southern California Mountains Foundation 1355 W. 26th Street San Bernardino, CA 82405
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CONCERNING: Mojave River Dam and Reservoir

AUTHORIZED BY: Section 213 of the Water Resources Development Act of 2000 (Public Law 106-541), as amended (33 U.S.C. § 2339)

CFDA NUMBER: 15.546, Youth Conservation UEI NUMBER: UYXEZCLBQS85

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

AMOUNT: \$384,579.90 COST SHARE:\$15,000

PROJECT PERIOD: 12 months after award


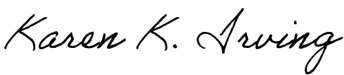
ADMINISTERED BY: Phillip Serpa (626) 401-4037  
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**TABLE OF CONTENTS**

<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 <span style="float: right;">DATE</span>  <span style="float: right;">9/26/2023</span>	UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER) <span style="float: right;">DATE</span>  <span style="float: right;">26 Sep 2023</span>
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NAME AND TITLE OF SIGNER Stacy Gorin, Executive Officer	NAME OF GRANTS OFFICER Karen K. Irving (505)342-3356 <a href="mailto:karen.k.irving@usace.army.mil">karen.k.irving@usace.army.mil</a>
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**1. Administrative Information**

1.1. Parties to the Agreement

This agreement is entered into between the US Army Corps of Engineers, Albuquerque District, hereinafter referred to as GOVERNMENT, and Southern California Mountains Foundation, hereinafter referred to as RECIPIENT. The parties to this agreement act in their independent capacities in their performance of their respective functions under this agreement and neither party is to be considered the officer, agent, or employee of the other.

1.2. Administrative Personnel

1.2.1. Government Representatives:

Government Project Manager:

Phillip Serpa, Program Manager  
USACE, Los Angeles District      Tel: (626) 401-4037  
645 Durfee Ave                      E-mail: [phillip.j.serpa@usace.army.mil](mailto:phillip.j.serpa@usace.army.mil)  
Building #2  
South El monte, CA 91733

Agreement Administrator:

Grants Officer:

Karen K. Irving, Grants Officer  
USACE, Albuquerque District      Tel: (505) 342-3356  
4101 Jefferson Plaza NE              E-mail: [karen.k.irving@usace.army.mil](mailto:karen.k.irving@usace.army.mil)  
Albuquerque, NM 87109

1.2.2. Recipient Representatives:

Linda Stamer  
OHV & Restoration Program Director

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.

This agreement represents an opportunity to provide training/educational opportunities and environmental stewardship services at Mojave River Dam and Reservoir. The Recipient of this agreement will be a qualified youth service or conservation corps that provides job training and skills development to young adults of local communities. The Recipient's youth participants will gain experience with project planning, development, and implementation, while assisting with environmental stewardship activities on USACE project lands. Work items to be performed under this agreement include Restoration, including the installation of barriers to protect habitat, GPS Monitoring, Public Outreach and Interpretation.

Services will be requested by a task order as funds and work/education project opportunities become available. Each specific project proposed under this Agreement will be evaluated by both USACE and the recipient to make certain it meets the education and stewardship objectives set forth in the Cooperative Agreement. Each task order may include all or some of the following work items:

- a. Restoration Barriers.
  - i. Install fences and barriers to prevent vehicular intrusion into restoration areas.
  - ii. Repair and maintain fences and barriers. Remove damaged fences and debris.
  - iii. Monitor fences, barriers, and gates for damage. Report and document any damage found.
- b. Active Restoration
  - i. Rip and decompact soils.
  - ii. Perform selective removal of invasive vegetation from habitat areas.
  - iii. Plant and maintain native seed and nursery stock in habitat restoration sites.
  - iv. Perform other services in support of restoration as requested by USACE.
- c. GPS Monitoring.
  - i. Using a GPS unit and camera, conduct site inspections and document environmental, safety, and other concerns through photos and GPS coordinates.
  - ii. Submit maps and reports of identified environmental, safety, real estate, and infrastructure issues so that future action may be taken.
  - iii. Identify and document key natural resources to support environmental management.
- d. Public Outreach.
  - i. Interact with members of the public to inform them of environmental resources, outdoor recreation safety measures, and USACE mission. Outreach may take place on project lands or off-site community events.
  - ii. Respond to inquiries and concerns with tact and professionalism.
  - iii. Rove project areas to provide information to visitors and help ensure safe public access.
- e. Natural Resources Education
  - i. Learn about and demonstrate proper use of equipment, safe working techniques, restoration barrier placement, communication strategies, GPS and camera equipment, and data collection techniques.
  - ii. Participate in discussion of USACE land management practices and philosophy, biology, biogeography, ecological relationships, and natural history.
  - iii. Participate in discussion of natural resources missions and career opportunities within USACE.
  - iv. Provide periodic reports and updates to USACE staff on the progress of work items. Collaborate and work alongside USACE staff to accomplish projects.

**First Task Order W912PP2320002**: USACE anticipates that in the first task order, the recipient will provide approximately 1.7 miles of continuous pipe-and-cable fencing on project lands. The purpose of the fencing is to prevent vehicle incursion in habitat restoration areas. Fencing will be made of steel materials including posts, cable, and end panels, as well as concrete and safety reflectors. The recipient will also remove previous fence materials and other debris. Work crews must dig post holes, navigate over steep and loose terrain, and install fence materials. Work items will be accomplished in accordance with industry standards and environmental documents to be provided upon task order award.

2.2. Performance Reports

Recipient shall submit progress reports monthly.

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. 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.

2.5. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with all terms and conditions herein.

**3. Term**

3.1. Term of Agreement

The term of this task order cooperative agreement begins on the date signed by the Grants Officer and extends for 12 months. 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.

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 as required in 32 CFR Part 34.

### 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 amount obligated in each task order 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 2 CFR 200..

#### 4.3. Standards for Financial Management Systems

The Recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles.

#### 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 as determined by the Grants Officer.

#### 4.6. Cost Sharing

4.6.1. Negotiated cost share for this task order to this Cooperative Agreement is \$15,000.

#### 4.7. Financial Reporting

4.7.1. The Recipient shall submit a "Federal Financial Report" (SF-425) on a monthly basis. Reports are due no later than 30 calendar days following the end of each reporting period. A final SF-425 shall

be submitted within 90 days after the expiration date of the award.

4.7.2. Financial reports shall be submitted to the Government's Agreement Administrator.

## **5. Property Management**

The Recipient's property management system shall comply with all applicable regulations.

### **5.1. Real Property**

Title for real property acquired under the cooperative agreement shall vest in the recipient. Real property shall be used for the originally authorized purpose for as long as it is needed, as needed on an individual task order basis. The recipient shall obtain written approval by the Federal awarding agency for the use of real property in other federally-sponsored projects when the recipient determines the property is no longer needed for the purpose of the original project. When real property is no longer needed for the originally authorized purpose, the recipient shall request disposition instructions from the Government.

### **5.2. Equipment**

Equipment purchased under the cooperative agreement shall vest with the recipient, and its use, management, and disposition shall be in accordance with terms outlined in each applicable task order.

### **5.3. Supplies and Other Expendable Property**

Title to supplies and other expendable property shall vest in the recipient. The recipient shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations.

### **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.

### **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 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. RPSP Attachment A – General Reporting

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

5.6.2.3. RPSR Attachment C – Disposition Request

5.6.3. Recipient shall submit an annual inventory report to the Government listing all federally owned property in their custody.

## **6. Claims, Disputes, and Appeals**

### **6.1. General**

Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense policy is to resolve issues through discussions and mutual agreement at the Grants Officer's level, either through unassisted negotiations or through a mutually agreeable means of Alternative Dispute Resolutions.

### **6.2. Claims Resolution Process**

When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in

DoDGARS 22.815 as the administrative process to resolve claims, disputes and appeals. Under DoDGARS 22.815, a recipient the claim must: (1) be submitted in writing; (2) specifying the nature and basis for the relief requested; and (3) include all data that supports the claim. Claims by a DoD component shall be the subject of a written decision by a Grants Officer. Within 60 calendar days of receipt of a written claim, the Grants Officer shall either 1) prepare a written decision or 2) notify the Recipient of a specific date when he or she will render a written decision if more time is required to do so. The decision of the Grants Officer is final. The recipient has the right to appeal the decision to the Grant Appeal Authority within 90 days of receiving the decision. Particulars concerning the appeal process are specified in DoDGARS 22.815(e).

6.3. Non-exclusivity Remedies

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

**7. Compliance with Laws**

7.1. Applicable Federal Laws

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

7.2. Certification Regarding Lobbying

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

7.3. 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:

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 Workforce

7.3.7 National Preservation

7.3.8 Officials Not to Benefit

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