

## CHAPTER 4: COOPERATIVE AGREEMENTS

### 4.1 **Instrument Selection**

Cooperative agreements are legal instruments that establish a relationship between a federal agency and a state or local government, tribal government, or other recipient. The laws, regulations, and guidance for administering cooperative agreements are the Federal Grant and Cooperative Agreement Act of 1977 (*31 U.S.C. §§6301 et seq.*); specific laws applicable to the NPS (*16 U.S.C. §§1g, 470, 462 (e), etc.*); OMB guidance for implementation of the Federal Grant and Cooperative Agreement Act of 1977 (*43 Federal Register 36860 dated August 18, 1978*); OMB Circulars (*See Appendix B for a list of applicable OMB Circulars*); *Title 43, Code of Federal Regulations, Part 12*; the *Departmental Manual, Parts 505 and 507*; and *Director's Order 20*. Website addresses are provided in Appendix E of this handbook for these documents.

It is important to understand the difference between cooperative agreements and procurement contracts. A procurement contract is the correct legal instrument to use when an agency of the Federal Government has a need to acquire by purchase, lease, or exchange, property, services, or studies for the direct benefit of the Federal Government to meet a mission need. The Federal Government uses procurement contracts to establish quality of work standards, to require compliance, and when it has the unilateral right to initiate corrective action when the work is not performed, such as on construction projects.

Selection of the proper legal instrument (procurement contract, cooperative agreement, or grant) is critical. An agency may not avoid compliance with acquisition rules (such as competition) by using a cooperative agreement when a procurement contract is the proper instrument. Competition is mandated by law for procurement contracts. Competition is encouraged to the maximum extent practicable for cooperative agreements. A cooperative agreement is not the proper instrument to use when you are receiving funds. A memoranda of agreement is the proper instrument (*See Chapter 7*).

A cooperative agreement should not be considered unless all of the following criteria are met:

- The principal purpose is to transfer a thing of value to the recipient “to carry out a public purpose of support or stimulation.”
- There is legal authority to use a cooperative agreement for the proposed activity and with the proposed recipient.
- The “principal purpose” finding is legitimate and is not simply a means of non-competitively acquiring property or services for the direct benefit or use of the Federal Government.
- There will be substantial involvement between the parties to the cooperative agreement.

If these criteria are not met, a cooperative agreement is not the appropriate instrument.

A cooperative agreement is the correct legal instrument to use when the relationship between the Federal Government and a state government, local government, tribal government, nonprofit organization, or other recipient has as its principal purpose the transfer of funds, property, services, or anything of value to stimulate or support a public purpose authorized by law, and the Federal Government expects substantial involvement with the recipient when carrying out the activities contemplated in the agreement. Again, it is important to remember that the “principal purpose” finding must be legitimate and not a means of circumventing award of a procurement contract.

A cooperative agreement should not be confused with a grant. A grant differs from a cooperative agreement because, in a grant, there is no substantial involvement by the Federal Government. A grant provides for the transfer of federal assistance (usually funds, but a grant can transfer property, services, or anything of value) to the recipient. A grant requires special legislative authority (different from cooperative agreement authority) and is not considered by Director’s Order 20 or this handbook.

Every cooperative agreement should, at a minimum, contain (a) funding sources, including accounting and appropriations data; (b) the estimated cost ceiling; and (c) where appropriate, the funding amounts to be obligated by budget period. In other words, the agreement should specify whether the funds are to be committed, obligated at award, or incrementally obligated at specified times or performance intervals.

While contemplating the use of a cooperative agreement when there may be more than one project anticipated with the same cooperator, consideration should be given to writing the agreement in a way similar to an indefinite quantity contract. The program manager should have assurance that such money is and will remain available for expenditure under the agreement through the issuance of task agreements. If possible, the first task agreement should be issued at the time the agreement is negotiated.

The cooperative agreement would include a detailed description of the cooperative effort that identifies all of the various types of work that could be done under the agreement. The agreement also establishes all of the terms and conditions between the parties. As projects are identified that fall within the cooperative effort, either a bilateral modification or a task agreement would be issued to authorize the project and obligate funding. Task agreements or modifications should not be stand-alone documents, and they should always reference the cooperative agreement number. Task agreements should not reiterate the terms and conditions of the cooperative agreement. They should only include information that is specific to the task. Substantial involvement must be set forth in each task. Work outside the terms and conditions of the cooperative agreement should be negotiated as a separate cooperative agreement. (*See Attachments 4.1 and 4.2.*)

Although the NPS frequently cooperates with or participates in a cooperative arrangement with other federal and non-federal entities, unless the arrangement meets the criteria in this section, it will not be a cooperative agreement. Instead, such an arrangement will be a procurement contract, interagency acquisition agreement, or another type of agreement.

1. **Legal Authority**

Two basic legal tests must be met before the NPS can enter into a cooperative agreement:

- First, the proposed cooperative agreement must comply with the definitional requirements of the *Federal Grant and Cooperative Act of 1977*.
- Second, every NPS cooperative agreement must cite a particular statute that specifically authorizes the NPS to use a cooperative agreement to accomplish the anticipated project or activity. (See the authorities below and in Chapter 2 of this handbook.)

Although several authorities may apply to an agreement, the most appropriate authority should be cited. The two most significant follow:

- (a) **16 U.S.C. §1g** - “The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to state, local, and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to section 6305 of Title 31 to carry out public purposes of National Park Service programs.”

This provides broad authority for the NPS to enter into cooperative agreements with most recipients for a public purpose. Although, by its express language this authority permits entering into cooperative agreements for “the public purpose of carrying out [NPS] programs,” this must not be confused with the impermissible use of cooperative agreements to acquire goods or services for the direct benefit or use of the NPS. In other words, the “public purpose” objective of such a cooperative agreement must really and substantially be its “principal purpose.” Thus, while broad, this authority must be read in conjunction with the *Federal Grant and Cooperative Agreement Act of 1977* and other authorities that prescribe whether a particular relationship should be a procurement contract or a cooperative agreement.

This authority does not provide authority for (a) the NPS to transfer other than “appropriated funds”; or (b) the NPS to enter into a cooperative agreement with a “for-profit” organization. Other appropriate authorities should be found for those purposes.

In addition to the broad authority identified in the preceding paragraphs, Congress provided the NPS with additional specific authority to use cooperative agreements to govern its research and training agreements with universities, states, and local governments, as follows:

- (b) **16 U.S.C. §1a-2(j)** - authorizes the Secretary of the Interior, in order to facilitate the administration of the national park system, to carry out the following activity under such terms and conditions as he may deem advisable: “Enter into cooperative agreements with public or private educational institutions, states, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the national park system, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the Federal Procurement Regulations.”

2. **Substantial Involvement by the NPS is Anticipated**

In a cooperative agreement, “substantial involvement” is required between the NPS and the state government, local government, tribal government, or other recipient during the performance of the contemplated activity. Substantial involvement is a relative rather than an absolute concept. The examples that follow are not meant to be a checklist or to be considered as individual determinants. Some of them are taken directly from the 1978 OMB guidance (*43 Federal Register 36860, August 18, 1978*) on the implementation of the *Federal Grant and Cooperative Agreement Act of 1977*.

When the agreement indicates the recipient can expect agency collaboration or participation in the management of the project, substantial federal involvement is anticipated.

Examples of substantial involvement (indicating the need for a cooperative agreement) include:

- (a) Agency and recipient collaboration or joint participation.
- (b) Substantial, direct, agency operational involvement or participation during the assisted activity is anticipated prior to award to ensure compliance with such statutory requirements as civil rights, environmental protection, and provision for the handicapped.
- (c) Highly prescriptive agency requirements prior to award that limit recipient discretion with respect to scope of services offered, organizational structure, staffing, mode of operation, and other management processes, coupled with close agency monitoring or operational involvement during performance beyond the normal exercise of federal stewardship responsibilities to ensure compliance with these requirements.
- (d) NPS participation in the development of interpretive messages presented in various interpretive media (videos, waysides, brochures, etc.) being undertaken by cooperators with funds provided in the cooperative agreement.

3. **Substantial Involvement by the NPS is Not Anticipated**

Examples of involvement that are not substantial (indicating the need for a procurement contract or grant) include:

- (a) Agency approval of recipient plans prior to award.
- (b) Normal exercise of federal stewardship responsibilities during the project period such as site visits, performance reporting, financial reporting, and auditing to ensure that the objectives, terms, and conditions of the award are accomplished.
- (c) Unanticipated agency involvement to correct deficiencies in project or financial performance from the terms of the assistance instrument.
- (d) General statutory requirements understood in advance of the award such as civil rights, environmental protection, and provision for the disabled.
- (e) Agency monitoring or review of performance during or after completion.
- (f) General administrative requirements, such as those included in *Office of Management and Budget Circulars A-21, A-95, A-102, and A-110*.

4. **Construction**

**In most cases, construction is a *mission need* and a procurement contract is the appropriate instrument. Therefore, construction under a cooperative agreement will be RARE.**

**The following guidance is provided for consideration and application of the Davis-Bacon Act.**

*(For a definition of “construction,” refer to Chapter 3 of this handbook and Federal Acquisition Regulation, Part 22.401.)*

- (a) **Principal Purpose to Meet Mission Need.** When the National Park Service has a construction requirement where the primary or principal purpose is to meet a mission need, the correct instrument to use is a procurement contract. *(Refer to Parts 22 and 36 of the Federal Acquisition Regulation for further guidance.)* Where construction exceeding \$2,000 is occurring on public buildings or public works using federal agency funds (regardless of whether the title to the property is held by a federal agency), the Davis-Bacon Act, 40 U.S.C. §276a(a) applies, and the Federal Government is responsible for ensuring that the proper wage determinations are included in the contract, along with clauses which describe specific unilateral rights of the Federal Government to modify or terminate the contract.

**Example:** Construction or repair of visitor centers, maintenance buildings, employee housing, roads, and water or sewer treatment/storage systems. Most of the construction requirements of the NPS fall into these categories. A cooperative agreement **cannot** be used for these projects.

- (b) **Principal Purpose of Public Support or Stimulation.** A cooperative agreement is the correct instrument to use when **the principal purpose is one of public support or stimulation**, legislative authority exists, and the NPS will have substantial involvement. The important point to remember is that the NPS is not entering into the cooperative agreement to fulfill one of its mission needs (the construction project itself), but to accomplish a purpose of public support or stimulation through an assistance relationship. Cooperative agreements involving construction may occur on lands or structures administered by the NPS or the cooperator. If construction is to occur on non-NPS lands, clear statutory authority is required for this expenditure of federal funds.

**Example:** Work and/or training opportunities for youth groups or other nonprofit organizations that involve minor construction-related activities such as routine trail repair, painting, rebuilding, repairing small trail bridges, or brush clearing.

- (c) Assistance agreements are administered using the guidance contained in applicable OMB Circulars and in 43 CFR Part 12. Specific attention should be paid to *OMB Circular A-110*, Subpart C, Procurement Standards–Sections .40 through .48, which identify the procurement standards to be used by recipients when they contract for or award sub-agreements for supplies or services (including construction services) using federal funds awarded under a cooperative agreement. Title 43 CFR §12.76(i)(5) and 12.948(e) also addresses how the Davis-Bacon Act applies to agreements.

When construction sub-agreements are anticipated, the applicant must submit along with its SF-424 application the SF-424B or SF-424D, Assurances (*See Paragraph 9 of the SF-424B and Paragraph 13 of the SF-424D*) which requires the applicant to certify that it will comply with the Davis-Bacon Act in any construction sub-agreements.

**Example of Applicability of Davis-Bacon Act:**

- The cooperator contracts for or awards a sub-agreement for the construction services, and the work exceeds \$2,000 on land and structures controlled by or other than those controlled by the NPS and the principal purpose of the agreement is construction using laborers and/or mechanics in the relevant trades.

**Examples of Non-Applicability of Davis-Bacon Act:**

- Cooperative agreements where the principal purpose is for work and/or training opportunities for youth groups or other nonprofit organizations, but they involve construction-related activities occurring on either lands or structures controlled by the NPS or elsewhere.
- Projects such as routine trail repairs, painting, rebuilding or repairing small wooden trail bridges, or brush clearing on either lands or structures controlled by the NPS or elsewhere, where the cooperator performs the services involved and does not award contracts or sub-agreements for the work.

These types of projects are typically cooperative agreements with nonprofit, state, or local organizations, such as the Public Land Corps, the Student Conservation Association, State Conservation Corps, Americorps, and State Youth Corps.

In all of these examples, there must be specific legislative authority to expend federal funds on non-NPS lands.

- (d) The following table provides guidance whether the Davis Bacon Act\* may or may not apply to a particular cooperative agreement involving construction, alteration, and/or repair, including painting and decorating.

<b><u>DAVIS-BACON DOES APPLY</u></b>	<b><u>DAVIS-BACON DOES NOT APPLY</u></b>
<i>Regardless of any other factor, if the work –</i>	<i>Regardless of any other factor, if the work –</i>
(i) is being performed on a “public building” or “public work” (whether or not it is the property of the United States or the District of Columbia); <i>and</i>	(i) is not being performed on a “public building” or “public work”; <i>or</i>
(ii) is being advertised or publicized by the recipient as construction, alteration, or repair work; <i>and</i>	(ii) in no case will the value of the work exceed \$2,000”; <i>or</i>
(iii) is being performed for compensation by laborers and/or mechanics in the relevant trades; <i>and</i>	(iii) the principal persons performing the work are volunteering their services for civic, charitable, or humanitarian reasons and are not employees of or otherwise benefiting a contractor having an interest in the work. 40 U.S.C. §§ 276d-1 and –2.
(iv) the value of the work exceeds \$2,000.	

<b><u>DAVIS-BACON PROBABLY APPLIES</u></b>	<b><u>DAVIS-BACON PROBABLY DOES NOT APPLY</u></b>
The work is being performed on a “public building” or “public work” and the value of the work exceeds \$2,000 <u>and</u> <i>one or more</i> of the following factors is present:	Although it is performed on a “public building” or “public work” and the value of the work exceeds \$2,000, <i>one or more</i> of the following factors is present (while <i>not more than one</i> factor from the “Probably Applies” side is also present):
(i) performance of the work is the principal purpose of the cooperative agreement;	(i) performance of the work is <i>not</i> the principal purpose of the cooperative agreement, but only incidental to it;
(ii) it is being performed by laborers and/or mechanics, in the relevant trades; <i>or</i>	(ii) even if compensated, it is <i>not</i> being performed by laborers and/or mechanics in the relevant trades, but by persons not normally performing such work (e.g., youth groups, skill trainees);
(iii) it is being advertised or publicized by the recipient as construction, alteration, or repair.	(iii) it is <i>not</i> being advertised or publicized by the recipient as construction, alteration, or repair (or advertised at all); <i>or</i>
	(iv) the work is minor, temporary, or seasonal.

\* The Davis-Bacon Act, as amended, at 40 U.S.C. §276a(a), provides that “The advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works within the United States or the District of Columbia . . . and which requires or involves the employment of mechanics and/or laborers, shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes or laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the state in which the work is to be performed, or in the District of Columbia . . . ”

- (e) **Construction Involving Challenge Cost-Share Program Projects.** A purchase order, procurement contract, or a cooperative agreement may be

the appropriate instrument for a Challenge Cost-Share Program (CCSP) project, depending upon whether or not the project involves a public purpose and there is substantial involvement by the NPS in the project. Challenge Cost-Share Program projects **without substantial involvement** by the NPS are non-competitive purchase orders or procurement contracts. In this case, Federal Acquisition Regulation Part 22.403-1 applies, and the award must incorporate the requirements of the Davis-Bacon Act if the construction amount exceeds \$2,000. Challenge Cost-Share Program projects **with substantial involvement** by the NPS are awarded as cooperative agreements. If the project involves construction performed by the recipient, the Davis-Bacon Act does not apply. If the recipient uses federal funds and awards a construction contract or sub-agreement in excess of \$2,000 to someone else to perform the construction, the Davis-Bacon Act applies. *(Refer to Section 4.13 of this handbook for the general discussion on CCSP projects. Also refer to the guidelines on the CCSP issued each year by the Associate Director, Cultural Resource Stewardship and Partnerships.)* For more information on the CCSP, contact your regional CCSP coordinator or the WASO CCSP coordinator.

5. **Students or Interns**

In cooperative agreements with universities where the cooperator utilizes student employees, these students sometimes work on site positioned next to federal employees. It is illegal for federal employees to directly supervise the cooperator's employees or the cooperator to supervise federal employees. When working on site, it is important that there is a clear distinction between the cooperator and the federal employee. Some general guidelines follow:

(a) **Office Environment and Vehicles:**

- The office space of the cooperator and NPS personnel should be clearly labeled (Name and NPS or company affiliation on office or cubicle space).
- Cooperator personnel should be listed separately from NPS employees in telephone lists, other identification or organizational rosters, and publication credits.

- Cooperator personnel should not receive “all-employee” e-mail or other communications intended for NPS employees (unless it relates directly to the work the cooperator is doing for the NPS). When the e-mail does relate to the work being done, a copy of the same e-mail message should be sent to the cooperator’s on-site supervisor.
- Cooperator personnel may use NPS e-mail systems when the communication relates directly to the work the cooperator is doing for the NPS. The e-mail addresses of the cooperator must include a label associated with their NPS e-mail address that identifies the cooperator’s status (i.e., “Linda Webb, Cooperator” would be the label associated with the e-mail address, linda\_webb@nps.gov). Doing so clearly identifies this individual each time they send an e-mail message using the NPS system, and it identifies their status as a cooperator or coop employee in the e-mail directory.
- Unless stipulated in the agreement, cooperator personnel should not drive government vehicles.
- Unless stipulated in the agreement, cooperator personnel should not ride as a passenger in a government vehicle. When this is planned as part of the agreement, an appropriate amount of liability insurance should be negotiated.

(b) **Supervision and Scheduling:**

- Unless stipulated in the agreement, NPS staff should not set hours for cooperator personnel, specify where the work should be done, or conduct performance appraisals. National Park Service staff may give performance feedback to the cooperator’s personnel employer.
- Cooperator personnel should report leave, scheduling, and other related issues to the cooperator’s on-site supervisor, not to NPS employees. The on-site supervisor of the cooperator should then communicate with the NPS. National Park Service employees cannot directly supervise cooperator personnel on a day-to-day basis. Work should be given to the cooperator personnel (via the cooperator’s on-site supervisor) on a “task basis.” Cooperators should work without NPS supervision to accomplish each task, although technical consultations and cooperation is permissible.

- Cooperator personnel cannot serve as field assistants, because it is impossible in the field to avoid direct supervision by NPS staff. In turn, cooperator personnel should not conduct fieldwork under the control of the NPS. The cooperator’s supervisor should handle all supervision in the field.

(c) **Representation and Communication:**

- Cooperator personnel cannot, in any way, represent themselves to the public as NPS employees.
- Cooperator personnel should wear visible identification at all times.

(d) **Other Issues:**

- Cooperator personnel should not list an NPS affiliation on publications, but rather should list the cooperative agreement under which the work was performed.
- Cooperator personnel should not be invited to official NPS “social” events.
- Cooperator personnel are not authorized to purchase property and supplies with government funds.

(e) **Items to Be Considered:**

Cooperator personnel will follow the local policy of the facility when federal facilities are closed due to early release for holidays, snow days, etc.

(f) **Penalties:**

NPS employees should be aware that they may be personally liable for any costs incurred by the establishment of an improper working relationship with a cooperator employee.

It is suggested that the following language be added to Article III – Statement of Work in Cooperative Agreements Involving Students or Interns. This language will serve to clarify the roles of the cooperator and the NPS and to prevent the existence or appearance of a personal services relationship. A personal services agreement or contract is illegal without specific legislative authority. This language is not intended to be inclusive of everything that should be in an agreement, but rather should be used as a guide to the roles and responsibilities of each party.

**(g) The Cooperator will:**

- Hire student employees to work on NPS tasks identified in the agreement. Hiring will be conducted in consultation with the NPS agreements technical representative.
- Pay student employees for hours they have worked in support of the agreement.
- Take necessary disciplinary action to correct student employee conduct or performance problems. The NPS agreements technical representative will inform the cooperator's on-site supervisor of any conduct or performance problems.
- Remove student employees from position if they fail to improve performance or address conduct issues.

**(h) The NPS will:**

- Work collaboratively with the cooperator on the hiring of students or interns.
- Review and provide feedback to students or interns regarding work assignments.
- Inform the cooperator of conduct or performance problems with student employees so that the university can counsel student employees and correct the performance problems.
- Recommend to cooperator dismissal of student employees based on conduct or performance issues.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

6. **Student Conservation Association, National Cooperative Agreement Process**

On April 6, 2004, the Program Manager for Youth Programs Division, Washington, D.C., issued new procedures for using the National Cooperative Agreement with the Student Conservation Association (SCA). These procedures were to decentralize the funding for this program to the park, regional, and/or center program offices.

The following guidelines and processes have been modified as follows for the FY07 actions:

- (a) After completing the appropriate forms from the SCA website, the program manager should fax it to SCA, Attn: Lorraine Chapman at 603-543-1828 to obtain a price quote and an assigned project number.
- (b) Based on the price quote received from SCA, a purchase request (PR) should be generated in IDEAS regardless of funds being utilized. Be sure to place the project number on the PR. Forward the PR and the SCA project form to your acquisition office. The PR is an internal document that authorizes the contracting officer to obligate the program manager's funds. It is **not** to be sent or faxed to SCA. Allow the acquisition office 30 days to process the paperwork through SCA from the time that the PR is entered into IDEAS.
- (c) The acquisition office will prepare a task agreement (*see Attachment 4.18*) based on the PR and the project form. The task agreement can be as an email attachment to Lorraine Chapman, [lchapman@thesca.org](mailto:lchapman@thesca.org). Upon receipt by SCA, the task agreement can be downloaded, signed, a copy faxed back to the NPS, and originals placed in the mail. Upon receipt of fax by NPS, task agreement can be executed and a copy faxed back to SCA in order to expedite processing of the task agreement. **SCA cannot process your request without a copy of the task agreement.** Upon receipt of original signature copies, execution and distribution can be completed.
- (d) At this time, the contracting officer will need to prepare an obligation document in IDEAS by preparing a task agreement against the master agreement and obligating and releasing it. The document prepared in Number 3 should be attached to the PD obligating document.
- (e) The ATR at the park, who initiated the PR, should be sent notification via e-mail at the time of the award. They also get copies of the fully executed task agreement and any modifications and the obligating document. Upon award, notification to the SCA Regional Point of Contact (See Attachment 4.19) should also be made.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

- (f) Payments to SCA are processed in IDEAS just as any receiving report is done for a task agreement.
- (g) A FAADS report should be prepared within 10 days of the award.

#### 7. **Research Studies or Reports**

- (a) When funded research is for the direct benefit of the government agency and there is no substantial involvement by the Federal Government, such research should be competed under acquisition rules. The correct instrument to use in this case is a procurement contract.
- (b) A cooperative agreement is an appropriate instrument to use when the principal purpose of the funded research is to increase basic knowledge and understanding in a specific area of inquiry of relevance to agency missions (for the general good of the scientific community) and there is substantial involvement by the government agency.

Government printing regulations apply to all types of agreements. (*See Attachment 4.7 for further information.*)

It is a duty incumbent upon the agency to consider appropriate distribution of reports. Beyond copies to the contracting officer (or the contracting officer's designated representative), a copy should also be deposited in the Denver Service Center Technical Information Center, (DSC-PGT), Attention: Chief, Technical Information Center, 12795 West Alameda Parkway, Lakewood, Colorado 80228.

#### 4.2 **Competition and Posting of Cooperative Agreement Funding Opportunities**

The Federal Grant and Cooperative Agreement Act of 1977 (*31 U.S.C. §§6301 et seq.*) expressly states that one of the purposes of the Act is to encourage competition, where deemed appropriate, in the award of cooperative agreements. The OMB, in its final guidance on the implementation of the Federal Grant and Cooperative Agreement Act, states that agencies are encouraged to maximize competition among all types of recipients in the award of cooperative agreements in accordance with program purposes. The Departmental Manual, Part 505, Sections 2.2 and 2.15, encourage competition in awarding discretionary grant agreements and cooperative agreements. Discretionary cooperative agreements are defined as those agreements that lend themselves to competition (*See Chapter 3, Definitions*).

In order to provide the public maximum opportunity to view potential funding opportunities consistent with *P.L. 106-107*, all discretionary cooperative agreement funding opportunities including those under *CESUs* must be posted to grants.gov ([www.grants.gov](http://www.grants.gov)). For posting instructions refer to: <http://www.doi.gov/pam/GrantsFINDpolicy102703.doc> and <http://www.doi.gov/pam/GrantsFINDuserguide.html>.

Exceptions include:

1. Programs that only publish funding opportunities in the Catalog of Federal Domestic Assistance (*CFDA*).
2. Announcements for awards less than \$25,000 for which 100% of eligible applicants live outside the United States.
3. Single source announcements of funding opportunities issued by the bureau/office which are specifically directed to a known recipient.
4. The Bureau/Office program has received an exemption or waiver from OMB.

It is the policy of the NPS to compete discretionary cooperative agreements wherever possible or to justify why competition has not occurred. A non-competitive cooperative agreement is one in which the normal rules requiring competition are waived.

There are exceptions to the rule requiring competition. Formula and entitlement programs (projects for which a formula specified in statutes or regulations are used to determine the amount available for a state area) are a large and obvious exception to appropriate circumstances for competition. Non-competitive cooperative agreements may be considered in the following situations:

- Projects mandated by appropriation or restricted by congressional or legislative authority.
- Modifications to existing agreements and task agreements within the scope of the initial agreement.
- Uniquely qualified cooperators.
- Challenge Cost-Share Program agreements.

The justification for a non-competitive cooperative agreement must be documented and submitted as a part of the “Documentation for Use of a Cooperative Agreement,” (i.e., *Attachment 4.8, Numbers A.1 and A.2*), and approved by the contracting officer before an agreement is negotiated.

When competing cooperative agreements, use of technical evaluation criteria together with a determination of the technical versus cost or price relationship should be considered and determined. Your contracting officer will guide you with sample evaluation criteria for evaluating and scoring proposals. A “Conflict of Interest and Confidentiality Certificate” (*Attachment 4.10*) must be signed by those who participate in the evaluation of proposals.

Below are steps for initiating a competitive cooperative agreement:

1. The agreements technical representative will:
  - (a) Consult with a contracting officer to ensure the correct legal instrument is used and that substantial involvement can be identified and described.
  - (b) Prepare a purchase request with a statement of work or draft agreement.
  - (c) Develop evaluation and selection criteria.
  - (d) Prepare a draft synopsis for the contracting officer to advertise in either *grants.gov* or the Federal Register. *Grants.gov* is faster and less expensive.
  - (e) Prepare a source list.
  
2. The contracting officer will:
  - (a) Prepare draft solicitation with draft agreement for the solicitor's office review
  - (b) Synopsise in *grants.gov* or the *Federal Register*
  - (c) Finalize and send out solicitation.
  - (d) Prepare an abstract of proposals.
  - (e) Convene a technical evaluation panel.
  - (f) Prepare correspondence advising unsuccessful applicants of results.
  - (g) Notify successful applicant.
  - (h) Prepare a summary of negotiations.
  - (i) Award the cooperative agreement.

#### 4.3 **Requirements for Initiating a Cooperative Agreement**

The following are necessary to initiate a cooperative agreement:

1. **Funds** – The “bona fide need rule” applies to cooperative agreements, just as it applies to acquisitions. A fiscal year appropriation may be obligated only to meet a bona fide need arising in the same fiscal year for which the appropriation was made. It is not essential that the work actually begin within that same fiscal year, but if it will not, the file should document that the need was clearly present at the time when the obligation is made. However, to obligate the funds, the agreement must be signed within the period authorized by the appropriation to be charged.
  
2. **Purchase Request** – Submit a purchase request through Procurement Desktop to the contracting officer with a draft agreement as an attachment. If competitive, also include evaluation and selection criteria, and identify sources.
  
3. **Documentation for Use of a Cooperative Agreement**, Attachment 4.8 – The documentation required by this attachment is necessary to assist the contracting officer to determine that the criteria to enter into a cooperative agreement exists, to what extent competition may be appropriate, or if non-competitive, why the cooperator was selected. Justification for not competing an agreement must be prepared at this time and included in this documentation.

4. **Substantial Involvement Documentation for Use of a Task Agreement**, Attachment 4.9 – The documentation required by this attachment is necessary to assist the contracting officer to determine that the required substantial involvement exists for task agreements issued under the terms and conditions of the existing master agreement.
5. **Advertisement** – Unless the requirement is non-competitive, a draft advertisement for submission by the contracting officer to *grants.gov* or the Federal Register. (*For additional information, see <http://www.whitehouse.gov/omb/circulars/a089/a089.html> on the Internet.*)
6. **Financial Assistance File Index**, Attachment 4.11 – The contracting officer must use this file index to organize all financial assistance files. The use of this checklist is mandatory; however, many items may not apply. Use the box provided to check what is included in your file. Pay particular attention to the documentation required regarding your decision to compete or not to compete the requirement.
7. **Internal Checklist**, Attachment 4.12 – The contracting officer may use this checklist as a means to ensure that all requirements, including appropriate OMB circular requirements, are included and the agreement is properly administered and closed-out. (The use of this checklist is not mandatory.)

#### 4.4 **Essential Elements of a Cooperative Agreement**

All cooperative agreements must contain the following essential elements:

1. **Cooperative Agreement Number** – The program office will generate a purchase request using the NPS document numbering system in Appendix A of this handbook. The first letter of the agreement number will be “R” for the purchase request. The second number will be your office’s four-digit organizational code, followed by two digits for the current fiscal year, and a four-digit sequential number.

When the agreement is finalized, the contracting officer will use the purchase request number and change the prefix to match the type of document negotiated (i.e., “H” for cooperative agreement and “J” for task agreement).

When the program office initiates a purchase request for a modification, the original purchase request number (i.e., R1101050099) will be used; however, the first digit of the sequential number will be dropped, and an alpha letter (i.e., “A”) added at the end (i.e., R110105099A). The alpha letter will indicate that it is a modification.

When the modification is finalized by the contracting office, a four-digit sequential number will be added to the end of the agreement number. The last digit will be the modification number (i.e., 0001, 0002, 0003).

2. **Statement of Background and Objectives** – Identify the public purpose of support or stimulation.
3. **Legislative Authority** – Cite legislative authority to use a cooperative agreement for the activity and the program authority to undertake the activity.
4. **Statement of Substantial Involvement** – Describe the substantial involvement of the NPS. Substantial involvement should be described in either the background and objectives or the statement of work and not as a separate article.
5. **Statement of Work** – List the specific responsibilities of both the cooperator and the NPS.

For CCSP cooperative agreements, the cooperator’s major work activities and schedule are listed in as measurable terms as practicable. For phased projects, state only the work to be done with the funding during the budget period specified in Article VI, usually 12 months, or not later than the end of the following fiscal year.

6. **Term of the Agreement** – The term of the agreement should not exceed five years unless justified in writing and reviewed by a solicitor. At the end of the five-year period, if the requirement still exists, a new agreement must be initiated. Unless all of the funds are available for the entire five-year period at the beginning of the agreement, the agreement should be awarded for one year with options to extend for an additional four years.

While cooperative agreements may be awarded for up to five years, the availability of CCSP funds for any project (or “phase” of a project) is generally limited to one year, and may not extend beyond September 30 of the year following the fiscal year the funds are awarded. Authority to use CCSP funds expires the same time as other NPS funds unless an extension of time by modification to the agreement is executed.

7. **Agreements Technical Representative** – Include the name, address, telephone and facsimile numbers, and e-mail addresses for both the recipient and the NPS. Prior to being designated as an agreements technical representative on a cooperative agreement, a minimum of 24 hours of mandatory cooperative agreement training is required. An eight hour refresher is required every three years. (*See Chapter 9, Paragraph 9.10*)

8. **Award, Payment, and Reimbursement Information** – State the amount of award or reimbursement to be received, indicate the type of disbursement (i.e., reimbursement or advance of funds), frequency of payments, and the contracting officer’s address. If the award is multi-year, any period of performance beyond the current fiscal year is subject to availability of funds; this must be stated in the agreement. Subsequent fiscal years may be funded only if progress is satisfactory. The itemization of each fiscal year and estimated cost must be shown in the award document. Funds are obligated through modifications for subsequent fiscal years. *(See Paragraph 4.5, Payment, of this handbook.)*
9. **Prior Approval** (if required)
10. **Reports and/or Deliverables** – Include both performance and financial reporting.
11. **Property Utilization** (if necessary)
12. **Modification and Termination Clause**
13. **General and Special Provisions** *(See Attachment 4.6)*
14. **Attachments** – Completed SF-424, signed DI-2010 and SF-LLL, if applicable *(See Attachment 4.13, Standard Forms).*
15. **Signature and Dates** - Both parties must sign and date.
16. **Obligation** – Effective October 1, 2002, all cooperative agreement obligations must be completed in Interior Department Electronic Acquisition System, Procurement Desktop (IDEAS-PD). An OF-347 must be used as your obligating document. The cooperative agreement should be attached to the OF-347. Instructions for use of IDEAS-PD for agreement obligations are contained in Appendix B of this handbook.

*(See Attachments 4.1, 4.2, and 4.4 for sample cooperative agreements.)* Cooperative agreements should be prepared using the handbook samples. Each agreement must include all essential elements. All article titles and numbers are mandatory. The language in each article is flexible depending upon the individual agreement. When an article is not applicable, the words “Not applicable” should be inserted. Other agency documents or formats may be used when the NPS is not the document initiator, but all essential elements must be included.

#### 4.5 **Payment**

Payment for reimbursement of work accomplished, or allowable costs incurred, will be made by the Electronic Funds Transfer method. Each cooperator must complete the on-line registration through Central Contractor Registration (CCR) at <http://www.ccr.gov>. A Dun and Bradstreet Data Universal Number (DUNS) number is required to register in CCR.

The two forms for requesting payments are the SF-270, “Request for Advance or Reimbursement,” and the SF-271, “Outlay Report and Request for Reimbursement for Construction Programs.” These forms are used for both reimbursement and advance payments, and they should be clearly marked as such. The forms must include the original signature of the approving official before payment can be made.

For agreements that have been obligated in Procurement Desktop, a receiver must be processed in Procurement Desktop. An SF-270, SF-271, or invoice must be submitted in order for payment to be processed. The form or invoice must reference the receiving report number. The form or invoice must be signed by the approving official authorizing the payment. It is not necessary to send a copy of the cooperative agreement and/or task agreement and receiver to the Accounting Operations Center. These copies can be obtained through Procurement Desktop.

The authority to make advance payments is contained in *43 CFR §12.61(c)* and *43 CFR §12.922*. In general, recipients can receive advance payments if they follow these procedures:

1. Maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient.
2. Maintain financial management systems that meet the standards for fund control and accountability as described in the OMB Circulars.
3. Limit requests for advance payment to the minimum amounts needed. Such requests must be timed with the immediate cash requirements of the recipient in carrying out the purpose of the agreement. The general rule of thumb is that an advance of less than \$100,000 can fund expenditures, in advance, up to 30 days. An advance over \$100,000 can only fund expenditures, in advance, for up to three days or less.
4. Deposit and maintain advances of federal funds in insured accounts whenever possible.
5. Account for the receipt, obligation, and expenditure of advance payments.
6. Interest earned on advance payments must be accounted for and paid to the Federal Government.

Advance payments must be reported in accordance with *OMB Circulars A-102* and *A-110*. See *43 CFR (a)(2)*, the DOI implementation of *OMB Circular A-110* and *43 CFR 12.81*, DOI implementation of *OMB Circular A-102*, sometimes referred to as “The Common Rule.” Advance payments and the relevant reporting requirements, **including permission to carry over funds indicating the number of days cash on hand may be held**, must be specifically set forth in the body of the cooperative agreement. The agreement must require that an SF-272, Cash Transactions Report, be submitted to the contracting officer, with a copy to the agreements technical representative responsible for the management of the agreement. Any funds that will be carried over from one advance period to another must be documented on the SF-272 in accordance with the OMB guidance. Every advance payment must be substantiated with a Cash Transactions Report before subsequent advance payments will be made by the Accounting Operations Center.

When using advance payments, it is critical that the agreements technical representative closely monitor the progress made by the recipient to avoid paying too far in advance of the progress made on the project. The agreements technical representative must certify on the SF-272, Cash Transactions Report, that expenses represent levels of effort that are measurable and match the progress made during the billing period.

The agreements technical representative must review the expenditure report and make a recommendation to the contracting office regarding its acceptability or unacceptability. The contracting officer will make the final approval or disapproval and, if acceptable, transmit it to the Accounting Operations Center so that the advance can be cleared in the financial records. The funding is not removed from the obligation record in Federal Financial System until the Cash Transaction Report is received. Under no circumstance should a new advance be approved until an expenditure report clears the preceding advance.

Task Agreements issued under the terms and conditions that are broad in scope and provide for the accomplishment of various and distinct projects stand on their own in reference to any advance payments issued.

When the work has been completed, the agreements technical representative is responsible for initiating closeout of the agreement immediately. As part of the closeout, the contracting officer will determine whether there is monies owing the NPS and work closely with their respective budget office to have a Bill of Collection issued, if necessary. Copies of this Bill of Collection will be sent to both the contracting officer and the Accounting Operations Center. By its terms, it will require the recipient to return the monies with the appropriate amount of interest within 30 days. Once the monies are collected, the budget office will coordinate its return to the Accounting Operations Center.

No special approval is required to authorize use of advance payments; however, the criteria set forth in the preceding paragraphs must be met and expenditure reports must be timely submitted. It is also necessary to review the applicable *OMB Circular(s)* when considering the use of advance payments.

The *Prompt Payment Act*, which applies to procurement contracts, does not apply to cooperative agreements.

#### 4.6 **Financial Reporting Requirements**

##### 1. **SF-269 or SF-269A, Financial Status Report**

Each Department of the Interior bureau and office cooperative agreement program shall require recipients to use the SF-269, Financial Status Report (Long Form) or SF-269A, Financial Status Report (Short Form) to report the status of funds for all non-construction projects or programs. SF-269, SF 269A, or SF-271, Outlay Report and Request for Reimbursement for Construction Programs are required for construction projects for State and local government recipients. Bureau and Office Directors or their designees (hereafter referred to as “appropriate bureau official,” have the option of not requiring the SF-269 or SF-269A when the SF-270, Request for Advance or Reimbursement or SF-272, Report of Federal Cash Transactions is determined in writing to provide adequate information to meet short-term program or *interim* financial reporting needs. A copy of the written determination or waiver must be maintained. A final SF-269 or SF-269A shall be required at the completion of the project when the SF-270 is used only for advances.

##### 2. **Accounting Basis**

Using the SF-269 or SF-269A, cooperative agreement recipients will report program outlays and program income on a cash or accrual basis, as prescribed by the contracting officer. If the contracting officer requires accrual information and the recipient’s accounting records are not normally kept on the accrual basis, the recipient is not required to convert its accounting system. Rather, they shall develop the necessary accrual information through an analysis of documentation on hand.

##### 3. **Financial Status Reporting Frequency**

The contracting officer is delegated the authority to determine the Financial Status Reporting frequency for each cooperative agreement project or program sponsored by the NPS, considering the size and complexity of the particular project or program.

A Financial Status Report shall not be required more frequently than quarterly or less frequently than annually.

However, if a recipient: (a) has a history of poor performance; (b) is not financially stable; (c) has a management system that does not meet the standards prescribed in the applicable OMB Circular; (d) has not conformed to the terms and conditions of a previous award; or (e) is not otherwise responsible, the contracting officer may impose additional requirements as needed, provided that the applicant or recipient is notified in writing as to the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions; and the procedure for requesting reconsideration of the additional requirements imposed.

Any special conditions shall be promptly removed once the conditions that prompted their application have been corrected. The Contracting Officer may require a monthly report from State, local and tribal recipients receiving advances totaling \$1 million or more per year.

A final Financial Status Report shall be required when a cooperative agreement is completed, expires or is terminated.

Cooperative agreement recipients will not be required to submit more than the original and two copies of the Financial Status Report each reporting period.

4. **Financial Status Reporting Due Dates**

When reports are required on a quarterly or semi-annual basis, they will be due to the contracting officer 30 calendar days after the reporting period. When required on an annual basis, they will be due 90 calendar days after the cooperative agreement year (i.e., 12 months after the approved effective date of the cooperative agreement and every 12 months thereafter until the expiration date of the cooperative agreement). Final Financial Status Reports will be due 90 calendar days after the expiration or termination of the cooperative agreement.

5. **Recap of Financial Reporting Requirements**

A. **OMB Circular A-110, 43 CFR § 12.952, Non-Profit and Higher Education**

1. **SF-269 and SF-269A, Financial Status Report**

- (a) Decide which financial reporting form is to be used;
- (b) Decide the frequency of the reports, not to be more frequently than quarterly and no less frequently than annually. Quarterly and semi-annually due 30 days after the reporting period, annual and final due 90 days. Extensions may be approved upon request by the cooperator;
- (c) Contracting Officer advises the recipient if they want accrual information, but recipient does not have to change their accounting system;
- (d) Can waive the 269 or 269A when the SF-270 is used as a reimbursement document and is determined to provide adequate information to meet our needs, EXCEPT that a final 269 or 269A is required at completion of the project when the 270 is used only for advances;
- (e) Can accept information in a computer format; and
- (f) Government can provide certain information to recipient in computer format.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

2. **SF-272, Report of Federal Cash Transactions**
  - (a) Required when funds are advanced;
  - (b) Due 15 calendar days following the end of each quarter; and
  - (c) May be waived (1) when monthly advances don't exceed \$25,000 provided that such advances are monitored through other forms; (2) if it is our opinion that the cooperator's accounting controls are adequate to minimize excessive advances; or; (3) when electronic payment mechanisms provide adequate data.

B. **OMB Circular A-102, .43 CFR § 12.81, State and Local**

Federal agencies may waive any report required by this section if not needed [ref. § 12.81(a)(6)]

1. **SF-269 and SF-269A, Financial Status Report**
  - (a) Decide which financial reporting form is to be used;
  - (b) Decide the frequency of the reports, not to be more frequently than quarterly. If not specified, they are due annually. Quarterly and semi-annually due 30 days after the reporting period, annual and final due 90 days;
  - (c) Contracting Officer advises the recipient if they want accrual information, but recipient does not have to change their accounting system;
  - (d) Can accept information in a computer format; and
  - (e) Government can provide certain information to recipient in computer format.
2. **SF-272, Report of Federal Cash Transactions**
  - (a) Required when funds are advanced, unless exempted under the terms of the award; and
  - (b) Due 15 working days following the end of each quarter.

See Attachment 4.17 for more coverage on Financial Reporting Requirements.

4.7 **Legal Review**

The policy of the NPS regarding legal review of cooperative agreements is that all new cooperative agreements must be reviewed by a contracting officer and the Office of the Solicitor regardless of the dollar amount (*See Director's Order 20, Paragraph 4.4*). Legal reviews of modifications and task agreements are not required provided they are within the "purpose and objective" and the "scope of work" of the initial agreement; however, it is always advisable to obtain legal review when complexity, novelty, intellectual property issues, potential conflicts of interest, or other concerns are present.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

#### 4.8 **Ratification**

Agreement actions taken by personnel without formally delegated agreement authority do not legally obligate the Federal Government for the expenditure of funds. An unauthorized agreement action may be ratified if it would have been otherwise proper if executed by a contracting officer. If an unauthorized action is otherwise improper, it cannot be ratified, and the person committing the unauthorized action may be personally liable.

Execution of otherwise proper agreements made by individuals without agreement authority or by contracting officers in excess of the limits of their delegated authority may later be ratified by a Level IV contracting officer with agreement authority. Actions in excess of \$500,000 must be approved by the Chief, NPS Contracting Office, WASO before ratification.

#### 4.9 **Review and Signature Requirements**

A contracting officer who possesses a Level IIB (before January 1, 2006), Level III, or Level IV warrant, and who has met the training requirements, may sign cooperative agreements up to their warrant authority. Solicitor review should be documented in the agreement file.

Consideration must be given to the total value of the agreement when exercising signature authority. If the life of an agreement is five years, and the agreement has the potential to exceed the contracting officer's warrant authority, it should go to a contracting officer with a warrant level commensurate with the total value of the agreement.

#### 4.10 **Postaward Administration**

Each cooperative agreement should be administered in accordance with the awarded document and applicable OMB Circulars. Guidance for modifications and closeout follow:

##### 1. **Modifications**

Modifications can be issued only for changes that fall within the original scope of work (i.e., delivery dates, change in quantity, annual funding, etc.). Changes to cooperative agreements that are outside of the original scope of work must be treated as new actions. Attachment 4.5 includes a sample task agreement modification.

##### 2. **Closeout**

Closeout of an agreement should occur when the NPS determines that all administrative actions and all required work have been completed by both parties. Agreement closeout is normally initiated by the program manager or agreements technical representative. Specific responsibilities are identified in Chapter 9 of this handbook. An internal checklist for closeout activities is included in Attachment 4.12.

### 3. **Retention Period**

Records on all agreements and modifications signed by a contracting officer must be retained for a minimum of six years and three months after final closeout of the agreement. Consultation with the Washington Administrative Program Center's Records Officer, (202) 354-1908, should occur after this period has expired or until a new Records Disposition Schedule is updated. The current Records Disposition Schedule is dated May 2003 and is still in the process of being revised. The May 2003 Disposition Schedule can be accessed at:

<http://data2int.itc.nps.gov/wapc/records/nps19app-b.pdf>, under NPS-19, Appendix B (Rev. 5-03).

## 4.11 **Reporting Requirements**

### 1. **Federal Assistance Award Data Reports**

The Federal Assistance Award Data System (FAADS) is the central source of information on domestic financial assistance programs of the federal government. *Title 31, Section 6102(a)* of the United States Code requires the collection of the FAADS data. The objective of the FAADS program is to provide Congressional and state government officials with comprehensive, timely information about financial assistance awards made to public and private recipients. In addition, information collected in the FAADS is used in the Consolidated Federal Funds Report (*Title 31 U.S. Code, Chapter 62*).

A "Federal Assistance Award Date Report" is required for all cooperative agreements. The FAADS guidance manual can be accessed at: <http://wcp.den.nps.gov/Policy-Program/FedFinAssist/agree.htm>. Individual reports are required to be completed within 10 days after each federal assistance award. Reports are consolidated by the Department and sent to Bureau of the Census 10 days after each quarter.

A *CFDA* number or a temporary program number must be assigned in this block for the report to be accepted in this reporting system.

The NPS *CFDA* and FAADS administrative leads, regional coordinators and back-ups are listed in Attachment 4.16. The responsibility for the leads is divided among "the procurement and contracting offices" and "the grants offices" of the NPS. The leads are responsible for maintaining a complete list of users in each region who have access to the system, assigning passwords, performing password administration, providing liaison with the Department and providing input to NPS policies and procedures on FAADS reporting. Each regional coordinator is responsible for keeping a list of users in their region who have access to the system. They also act as the lead for training, user questions, issuance of passwords (in coordination with the lead) and providing input to NPS policies and procedures on FAADS reporting. There is no limit to the number of users in each region or in the system.

2. **NPS Acquisition Website**

If the agreement has Servicewide or regionwide impact, information pertaining to the agreement must be provided for inclusion on the NPS acquisition website. This web site address is included in Appendix E.

4.12 **Required Standard Forms**

The following standard forms for a cooperative agreement are required when applicable. (See Attachment 4.13 Standard Forms.)

1. “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying,” DI-2010.
2. “Application for Federal Assistance,” SF-424, SF-424A, SF-424B, SF-424C, SF-424D
3. “Request for Advance or Reimbursement,” SF-270
4. “Outlay Report and Request for Reimbursement for Construction Programs,” SF-271
5. “Financial Status Reports,” SF-269, Long Form
6. “Financial Status Reports,” SF-269A, Short Form
7. “Federal Cash Transactions Report,” SF-272
8. “Federal Cash Transactions Report, Continuation Form,” SF-272A
9. “Disclosure of Lobbying Activities,” SF-LLL

#### 4.13 **Cooperative Ecosystem Studies Units**

The concept for the establishment of a network of Cooperative Ecosystem Studies Units (CESUs) was developed in 1997. It was authorized by the Thomas Bill, Public Law 105-391, Title II, Section 203(a), codified as 16 U.S.C. §5933. A Cooperative Ecosystem Studies Units Coordinating Council was formed, consisting of representatives from six federal offices: Bureau of Land Management, Department of Energy, National Park Service, U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, and U.S. Geological Survey. The United States was divided into approximately nine bio-geographic regions. One CESU is planned for each bio-geographic region. Each CESU is a collaborative effort between federal agencies and universities, and each unit is established by a cooperative agreement signed by all participants. The purpose of each CESU is to provide federal resource managers with high-quality scientific research, technical assistance, and education and to create partnerships between federal agencies and universities to share resources and expertise. Other objectives are to encourage professional development of federal scientists and to manage federal science resources efficiently and cost-effectively.

The development of CESUs has occurred at the departmental level with active interest and participation by the DOI Science Board and staff at the headquarters level of each agency. Federal agencies participate in CESUs within the scope of their respective missions.

Cooperative Ecosystem Studies Units are established through multi-agency competitions. The competitions are managed by the CESU Council. A request for proposal precedes each competition and is widely distributed to universities and published in [grants.gov](http://grants.gov). The request for proposals and the resulting cooperative agreements have been drafted and reviewed at the agency head level, with legal review by the Department of the Interior Solicitor's Office.

All competition and legal review requirements for each CESU have been met prior to award. Additional competition or legal review of tasks under each CESU is not required. The term of each CESU is for a minimum of five years, with independent peer review after five years and renewal options to be determined by the CESU Council.

More information about CESUs is located on the Internet at [www.cesu.org/cesu](http://www.cesu.org/cesu). An administrative guideline is currently under development by the CESU Council. In the interim, each region should check with their CESU Coordinator for samples and further guidance.

#### 4.14 **Challenge Cost-Share and Public Land Corps Agreements**

**16 U.S.C. §1f** authorizes the NPS to enter into Challenge Cost-Share agreements. This authority allows the agency to negotiate and enter into cooperative arrangements with any state or local government, public or private agency, organization, institution, corporation, individual, or other entity. Appropriated funds for cost sharing must be matched by the commitments from recipients of Challenge Cost-Share agreements. The required 50-50 cost sharing may be managed on a national or regional basis, so that individual agreements do not necessarily have to be on a 50-50 split.

Challenge Cost-Share agreements may be awarded as a procurement contract or a cooperative agreement. The purpose of the agreement will determine which instrument is used. (*For projects involving construction, see Chapter 4, Paragraph 4.1, Number 4.*) The agreement must cite the authority for the Challenge Cost-Share Program (CCSP), and the cost-share ratio. Specific commitments of money, goods, or services by each party must be included in the agreement. Projects approved under the CCSP do not require further competition.

If it is determined that a procurement contract is the appropriate instrument to use to initiate and award projects through the CCSP, a non-competitive contract may be appropriate and is exempt from the synopsis requirements of *FedBizOpps*. This is because the Challenge Cost-Share has been identified through a competitive selection process made up of individuals tasked with identifying projects for the CCSP. The contract file should contain a justification for other than full and open competition as to why it was not competed.

As a general rule, the partner's contribution may be satisfied by providing cash, real or personal property, services, or contributed volunteer labor. Reimbursement can be made based on actual costs incurred by the partner in performing the project. When requested, advance payments must be carefully considered and thoroughly justified. See Paragraph 4.5 of this Chapter for the requirements for making advance payments. The initiative for the CCSP may originate with either party to the agreement. The reason for this type of agreement is to extend federal funds and accomplish more with the addition of non-federal funds.

Project costs must be not only reasonable and necessary to complete project work, but must also be (a) allowable and (b) valued according to the appropriate OMB Circular cost principles and Title 43, Code of Federal Regulations, Part 12.

Allowable in-kind (non-cash) contributions are defined in the following OMB Circulars:

*A-87 Agreements with Governments.*

*A-122 Agreements with Non-Profits.*

*A-21 Agreements with Educational Institutions.*

The matching share is described in these OMB Circulars: *A-110, Administrative Requirements for Universities or Non-Profits*, and *A-102, Governments and Indian Tribes*.

Challenge Cost-Share agreements and Public Land Corps agreements are governed by specific guidance from WASO. Instructions have been issued annually for these programs. The Public Land Corps Program is still a temporary program.

The NPS CCSP Guideline is developed by the CCSP Coordinator, Washington Office, (202) 354-6912, each fiscal year. The CCSP Guideline may be obtained from regional CCSP coordinators. Director's Order 27 for the CCSP is presently being developed.

For Public Land Corps projects, the Youth Conservation Corps Coordinator for your support area will have the latest guidance.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

Agreement Number H1253060001  
Page \_\_\_\_\_ of \_\_\_\_\_

**Cooperative Agreement  
between  
The United States Department of the Interior  
National Park Service  
and  
The City of Brooklyn Park**

This Agreement is entered into by and between the Mississippi National River and Recreation Area, **NATIONAL PARK SERVICE** (NPS), and the **CITY OF BROOKLYN PARK** (City). “City” refers to City staff, as determined by the City.

**ARTICLE I - BACKGROUND AND OBJECTIVES**

The principal objective of this Agreement is to restore critical habitat and enhance parkland owned by the City and within the boundary of the Mississippi National River and Recreation Area (MNRRA), a unit of the national park system. Accomplishment of the 46.5-acre project will meet natural resource and recreation goals of the MNRRA Comprehensive Management Plan (CMP), as well as compatible goals of the City of Brooklyn Park’s Comprehensive Plan and Critical Area Plan.

**ARTICLE II - AUTHORITY**

**A. Federal:**

Public Law 100-696, November 18, 1988, *102 Stat. 4600*, 16 U.S.C. §460zz to 460zz-6, established the Mississippi National River and Recreation Area. Specifically, 460zz-5(b) authorizes the Secretary of the Interior (Secretary) to enter into Cooperative Agreements with the State of Minnesota (State) or its political subdivisions for the purpose of assisting in the planning for and interpretation of non-federally owned lands within the area.\*

\* This is an authority specific to the Mississippi National River Recreation Area only.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**B. State:**

1. Brooklyn Park City Charter, Section 1.02, POWERS OF THE CITY.
2. Brooklyn Park City Charter, Section 240.00 RECREATON AND PARK DEPARTMENT, City of Brooklyn Park Critical Area Plan, *Critical Area Act* of 1973, Minn. Stat. Chapter 116G, as amended; Executive Order No. 130, as amended, of November 3, 1976; Executive Order 79-19 of 1979.
3. City of Brooklyn Park Critical Area Plan, *Critical Area Act* of 1973, Minn. Stat. Chapter 116G, as amended; Executive Order No. 130, as amended, of November 3, 1976; Executive Order 79-19 of 1979.

**ARTICLE III - STATEMENT OF WORK**

**A. The NPS agrees to:**

1. Provide financial assistance as provided in Article VI.
2. Work with the City to facilitate coordination of project-related planning and activities in order to meet the project objectives.
3. Provide technical assistance on trail issues, habitat and vegetation restoration, public involvement and other aspects of the project as needed to meet project objectives, and participate in site design and planting workdays.
4. Together with the City, document the project in writing and with photographs to serve as a model of how resource protection and enhancement, with recreation access, can be accomplished elsewhere in the MNRRA.

**B. The City agrees to:**

1. Provide funds, equipment, personnel, and other in-kind resources necessary to perform the functions specified under Sections B and C of this Article.
2. Conduct an assessment of the restoration area to include vegetation analysis, slope, soils data, management techniques, habitat data, and basic flood data.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

3. Evaluate alternative site designs for River Park. Develop a site restoration and management plan. The plan will identify restoration areas, location of trails and other public facilities, methods of sustaining the restoration, and volunteer opportunities. It will also recommend plant species to be used in the restoration area and a preferred site design.
4. Manage and carry out site work, consistent with Article III, to accomplish and maintain the restoration, including possible relocation of active recreation site(s) closest to the river, seeding and planting of native species, removal of any invasive exotics, and other long-term maintenance activities.
5. Contribute information for project documentation.

**C. The NPS and the City, jointly, agree to:**

1. Meet together periodically, and with other project cooperators, to coordinate project activities, track project progress and expenditures, and ensure consistency with the MNRRA CMP and relevant City plans.
2. Plan and develop interpretive and educational materials and programs about the project, such as brochures, news releases, media contacts, signs, exhibits, field trips, and school activities. Acknowledge involvement of all partners in published materials and project information/publicity.
3. Recruit and involve volunteers in activities.
4. Monitor success of the restoration activities.
5. Involve the public in planning and carrying out the project.

**ARTICLE IV - TERM OF AGREEMENT**

This Agreement will become effective upon signature of both parties and extend through September 1, 2006.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE V - KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

**Signatory/Administrative/Contracting Officer**

Theora McVay  
Contracting Officer  
Midwest Regional Office  
National Park Service  
1709 Jackson Street  
Omaha, Nebraska 68102  
E-mail: Theora\_McVay@nps.gov  
Telephone: (402) 221-3487  
Facsimile: (402) 221-4251

**Local/Coordinating/Agreements Technical Representative**

Superintendent  
Mississippi National River and Recreation Area  
175 E. 5<sup>th</sup> Street,  
Suite 418, Box 41  
St. Paul, Minnesota 55101  
E-mail: superintendent@nps.gov  
Telephone: (402) 336-xxxx  
Facsimile: (402) 336-xxxx

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

**2. For the City:**

**Signatory/Administrative**

City Manager  
City of Brooklyn Park  
5200 85<sup>th</sup> Avenue North  
Brooklyn Park, Minnesota 55443  
E-mail: city\_manager@bp.org  
Telephone: (763) 424-xxxx  
Facsimile: (763) 424-xxxx

- B. **Communications** - The City will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI - AWARD AND PAYMENT**

- A. A work plan and budget specifying the tasks the City will accomplish during the term of this Agreement are attached to this Agreement. The Service will award funds to the City on a reimbursable basis, based on the current work plan and budget.
- B. In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government. Payment will be made no more frequently than monthly and will be paid by electronic funds transfer directly into the City's account.
- C. The chargeable appropriation for this Agreement is Account Number \_\_\_\_\_. Nothing in this Agreement will be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE VII - PRIOR APPROVAL**

The City will obtain the prior written approval of the Service for the items specified in 43 *CFR* §12.70.

**ARTICLE VIII - LIABILITY**

**The City agrees:**

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To provide workers' compensation protection to the City officers, employees, and representatives.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the City, its officers, employees, or representatives.
- D. In the event of damage to or destruction of the buildings and facilities assigned for the use of the City in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the City, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the City, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the City will constitute termination of this Agreement by the NPS.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE IX - REPORTS AND /OR DELIVERABLES**

- A. **Where to Submit** - In accordance with 43 *CFR Part 12.80 through 12.82*, the City will submit reports to the NPS Contracting Officer at the address specified in Article V. The City also will submit a copy of each report to the superintendent of the area at the address specified in Article V.
- B. **What and When to Submit** - The City will submit to the NPS the following reports at the specified times:
1. Financial Status Report - An SF-269, Financial Status Report, annually, prior to each anniversary date of this Agreement.
  2. Annual Performance Report - An annual performance report, beginning 12 months after the effective date of this Agreement, and every 12 months thereafter. Each annual performance report will include:
    - (a) A summary of overall progress on the work plan, including results to date;
    - (b) Any problems or favorable or unusual developments;
    - (c) Other information pertinent to this Agreement.
- C. **Record Keeping** - The City will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable OMB Circulars.
- D. **Access to Records**
1. The City will give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement.
  2. The NPS will give the City or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to the City under the *Freedom of Information Act*, 5 U.S.C. §552.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE X - PROPERTY UTILIZATION**

- A. **City-Acquired Equipment** - The City will utilize, manage, and dispose of property funded by this Agreement as specified in 43 *CFR* §12.71 through 12.73. The specific method for disposition of city-acquired equipment will be agreed to by the City and the NPS prior to any disposition.
- B. **Property Records** - The City will maintain records of all property acquired and disposed of under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with 43 *CFR* §12.72 (d)(2).

**ARTICLE XI – MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

**ARTICLE XII - GENERAL AND SPECIAL PROVISIONS**

**A. General Provisions**

- 1. **OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
  - (a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments.”
  - (b) *OMB Circular A-97*, “Provisions for Specialized and Technical Services to State and Local Governments.”
  - (c) *OMB Circular A-102*, as codified by 43 *CFR Part 12*, Subpart C, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

- (d) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
  - (e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”
  - (f) *43 CFR 12 Subpart D*, (Reserved).
  - (g) *43 CFR 12 Subpart E*, “Buy American Requirements for Assistance Programs.” (*43 CFR 12.2(b)*).
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI* of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V*, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

4. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
  
5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

**B. Special Provisions**

**Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

**SAMPLE COOPERATIVE AGREEMENT  
(STATE AND LOCAL GOVERNMENTS)**

**Agreement Number H1253060001  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE XIII - ATTACHMENTS**

The following documents are attached to and made a part of this Agreement:

- A. City’s Work Plan and Budget.
- B. Form SF-424, “Application for Federal Assistance” (incorporated by reference).
- C. Form SF-424A, “Budget Information” (incorporated by reference).
- D. DI-2010.

**ARTICLE XIV - SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE CITY OF BROOKLYN**

**FOR THE NATIONAL PARK  
SERVICE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Theora McVay

Title: \_\_\_\_\_

Title: Contracting Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002  
Page \_\_\_\_\_ of \_\_\_\_\_**

**Cooperative Agreement  
between  
The United States Department of the Interior  
National Park Service, Great Basin National Park  
Nevada Conservation Corps  
and  
Great Basin Institute**

This Agreement is entered into by and between the Nevada Conservation Corps (NCC), Great Basin Institute (Institute), and the United States of America, U.S. Department of the Interior, National Park Service (NPS), by and through the Superintendent, Great Basin National Park, (Park).

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The NCC has been established by the State of Nevada as a federally-funded program governed and managed by the Institute for the purpose of employment and development of young people and the conservation and enhancement of the State's natural and cultural resources.

The NPS wishes to continue their long-standing efforts to provide opportunities for public service youth employment, minority youth development and training, and the participation of young adults in accomplishing conservation-related work which clearly represents public benefit as exemplified through NPS support of programs such as the Youth Conservation Corps, the Young Adult Conservation Corps, state and local conservation corps, and the Student Conservation Association.

The involvement of youth and young adults in care and enhancement of public resources stimulates the public purpose of education, job training, development of responsible citizenship, and productive community involvement.

The NCC is uniquely qualified in programs related to resource conservation and is willing to develop a youth employment and training program with the assistance of the NPS.

The NPS and NCC desire to build upon the good record established by youth conservation corps of restoring and maintaining NPS resources in a cost-effective and efficient manner, especially when they have worked in partnership with the NPS. The NPS and NCC also wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations to enjoy the natural and cultural resources of the national park system.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE II - AUTHORITY**

16 *U.S.C. §1g* provides that the NPS may enter cooperative agreements that involve the transfer of NPS-appropriated funds to non-profit organizations for the public purpose of carrying out NPS programs pursuant to 31 *U.S.C. 6305*;

*The Public Lands Corps Act, 16 U.S.C. §1723 (c)* authorizes the Secretary of the Interior to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects; and,

The NCC has the authority pursuant to *Nevada Statute 81.220* to enter into agreements providing for it to perform projects with federal agencies that are concerned with the objectives of the NCC.

**ARTICLE III – STATEMENT OF WORK**

**A. NPS agrees to:**

1. Provide financial assistance as provided for in Article VI.
2. Work with NCC in developing a program involving cooperative efforts in cultural and resource conservation related to projects such as trail development and maintenance, historic, cultural, and archeological conservation, and native plant habitat restoration and rehabilitation.
3. Perform all required environmental and cultural resource compliance work prior to permitting the NCC work crew to begin work on a project.
4. Provide logistical and facility support to NCC personnel. Participate with NCC in overall project management and monitoring, provide materials, transportation, and equipment as available and necessary to perform projects on lands managed by the Park.
5. Assign an appropriate NPS employee to monitor the ongoing work, to respond to questions about the nature and goals of the project, and act as an on-site liaison among the parties.
6. In collaboration with NCC, provide interpretation and education programs for the youth accomplishing projects on NPS lands to enhance the environmental awareness of participants.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

7. In conjunction with NCC, review and approve each phase of projects prior to the commencement of subsequent phases.
8. Complete NCC project-related forms in conjunction with project.

**B. NCC agrees to:**

1. Develop a youth conservation corps program of public benefit in cooperation with the NPS to expose young men and women to public service while furthering their understanding and appreciation of the Nation's natural and cultural resources.
2. Recruit and hire youth and young adults primarily from diverse racial and ethnic backgrounds, low- and moderate-income families, and those unemployed and/or out of school.
3. Work with NPS to ensure that corps members have opportunities for training in resource conservation and vocational skills including occupational safety.
4. Encourage corps members to participate in environmental education programs developed by the NPS for the NCC and for the public.
5. Provide a full-time on-site supervisor competent in the kind of work required to complete the identified project(s). The supervisor shall be responsible for supervising the participants, for controlling the method and manner of work, and for ensuring that the projects are undertaken and completed in a safe manner.
6. Provide transportation to and from the park, and other support for NCC crews.

**C. NPS and NCC agree to:**

1. Cooperate in the design and implementation of a program of conservation-related projects.
2. Utilize other agencies and organizations to assist with providing technical expertise for conservation projects undertaken.
3. Undertake pre-project and closeout briefings for each project.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002  
Page \_\_\_\_\_ of \_\_\_\_\_**

4. Provide educational programs about work projects and resource management at the Park to increase NCC corps members' knowledge of environmental problems, natural and cultural resources, and NPS stewardship of public lands and resources.

**D. Institute agrees to:**

Govern and manage NCC as a federally funded program.

**ARTICLE IV – TERM OF AGREEMENT**

This Agreement will become effective upon signature of both parties and extend through August 31, 2009, unless terminated earlier in accordance with Article XI.

**ARTICLE V – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

- (a) **Local/Coordinating/Agreements Technical Representative**

Rebecca Mills, Superintendent  
Great Basin National Park  
Highway 488  
Baker, Nevada 89311  
E-mail: becky\_mills@nps.gov  
Telephone: (775) 234-xxxx  
Facsimile: (775) 234-xxxx

- (b) **Signatory/Administrative/Contracting Officer**

Theresa A. Fisher, Contracting Officer  
National Park Service  
Pacific Great Basin Support Office  
600 Harrison St., Suite 600  
San Francisco, California 94107-1372  
E-mail: theresa\_fisher@nps.gov  
Telephone: (415) 427-xxxx  
Facsimile: (415) 427-xxxx

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**2. For the NCC:**

Jerry Kier, Program Manager  
Nevada Conservation Corps  
Mail stop 98 UNR  
Reno, Nevada 89557-0031  
E-mail: jerry\_keir@ncc.com  
Telephone: (775) 784-xxxx  
Facsimile: (775) 784-xxxx

**3. For the Institute:**

Scott Slovic, President  
Great Basin Institute  
Mail stop 98 UNR  
Reno, Nevada 89557-0031  
E-mail: scott\_slovic@gbi.com  
Telephone: (775) 784-xxxx  
Facsimile: (775) 784-xxxx

- B. Communications** - The NCC will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. Changes in Key Officials** - Neither the NPS nor the NCC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002**

**Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE VI – AWARD AND PAYMENT**

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project.
- B. Requests for Reimbursement and Advance of Funds (SF-270) will be submitted to the NPS Contracting Officer. Payment will be made no more frequently than monthly and will be paid by Electronic Funds Transfer directly into NCC’s account.

Great Basin Institute  
Mail stop 98 UNR  
Reno, NV 89557-0031

- C. In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, according to the following schedule of not-to-exceed amounts:

FY 2005:	\$30,000
FY 2006:	\$30,000
FY 2007:	\$30,000
FY 2008:	\$30,000
FY 2009:	\$30,000

**ARTICLE VII – PRIOR APPROVAL**

The NCC shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 43 CFR §12.925.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE VIII - LIABILITY**

**NCC agrees:**

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, NCC shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by NCC, its officers, employees, or representatives [as in Paragraph 1].
- D. To provide workers' compensation protection to NCC officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the NCC, its agents, and employees.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**[If Cooperator occupies Government property, use the following:]**

- F. In the event of damage to or destruction of the buildings and facilities assigned for the use of NCC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NCC, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by NCC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to NCC will constitute termination of this Agreement by the NPS.

**ARTICLE IX – REPORTS AND/OR DELIVERABLES**

- A. Specific projects or activities for which funds are advanced will be tracked and reported by submittal of SF-272, Federal Transaction Report and quarterly submittal of SF-269, Financial Status Report, as outlined in 43 *CFR* §12.952.
- B. NCC will provide an annual written evaluation of the program activity prior to October 15 of the following year, to the key officials identified in Article V above. The evaluation will include descriptive information of program activity, a summary of park unit participation, and recommendations for future program activity.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 43 *CFR* §12.953.

**ARTICLE X – PROPERTY UTILIZATION**

All tools, equipment, and facilities furnished by the park will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 *CFR* §12.933 through 12.935 apply to this Agreement.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002**

Page \_\_\_\_\_ of \_\_\_\_\_

**ARTICLE XI – MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

**ARTICLE XII – GENERAL AND SPECIAL PROVISIONS**

**A. General Provisions**

- 1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
  - (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
  - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
  - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
  - (d) *43 CFR Part 12, Subpart D*, (Reserved).
  - (e) *43 CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.” *FAR Clause 52.203-12, Paragraphs (a) and (b)*, “Limitation on Payments to Influence Certain Federal Transactions.”

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page \_\_\_\_\_ of \_\_\_\_\_

2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
4. **Anti-Deficiency Act** - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* §12.944 for Institutions of Higher Education; Hospitals and other Non-Profit Organizations, and 43 *CFR* §12.76 for State and Local Governments.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page \_\_\_\_\_ of \_\_\_\_\_

**B. Special Provisions**

**1. Public Information**

- (a) The NCC will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the NCC represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the NCC or considers the NCC's work product to be superior to other products or services.
- (b) The NCC will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The NCC will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative who will forward such materials to the public affairs office, along with the request for approval.
- (d) The NCC agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page \_\_\_\_\_ of \_\_\_\_\_

**2. Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

**ARTICLE XIII – ATTACHMENTS**

The following documents are attached to and made a part of this Agreement:

- A. NCC's Work Plan and Budget.
- B. Form SF-424, "Application for Federal Assistance" (incorporated by reference).
- C. Form SF-424A, "Budget Information" (incorporated by reference).
- D. DI-2010.

**SAMPLE COOPERATIVE AGREEMENT  
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002**  
Page \_\_\_\_ of \_\_\_\_

**ARTICLE XIV - SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NEVADA CONSERVATION  
CORPS**

\_\_\_\_\_  
Jerry Kier, Program Director

\_\_\_\_\_  
Date

**FOR THE GREAT BASIN INSTITUTE**

\_\_\_\_\_  
Scott Slovic, President

\_\_\_\_\_  
Date

**FOR THE NATIONAL PARK SERVICE**

\_\_\_\_\_  
Rebecca Mills, Superintendent,  
Great Basin National Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theresa A. Fisher, Contracting Officer  
Pacific Great Basin Support Office

\_\_\_\_\_  
Date

**SAMPLE TASK AGREEMENT**

**Task Agreement Number 001**  
**between**  
**The United States Department of the Interior**  
**National Park Service, Great Basin National Park**  
**and the**  
**Nevada Conservation Corps**

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Cooperative Agreement Number H1253050002 was entered into by and between the Department of the Interior, National Park Service, Great Basin National Park, (NPS), the Nevada Conservation Corps (NCC), and Great Basin Institute (Institute), NCC's parent organization, for the involvement of local youth in the care and enhancement of public resources. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

**ARTICLE II – STATEMENT OF WORK**

- A. NCC agrees to:
1. Provide financial assistance as provided for in Article V.
  2. Coordinate a work schedule with NPS and provide an eight-member crew with two leaders experienced in the operation of hand tools and small power tools for the following trail reconstruction/rehabilitation projects:
    - (a) Alpine Lakes Loop Trail – reconstruct to park standards - hard surface using stone, native soil/gravel, etc.
    - (b) Bristlecone/Glacier Trail – reconstruct to park standards - hard surface using stone, native soil/gravel, etc. from Theresa Lake to the Bristlecone pine forest. Cairn mark trail to the rock glacier.
    - (c) Wheeler Peak Trail – rehabilitate/reconstruct to establish a cairn-marked unsurfaced trail.
  3. Provide all food, camping costs, support costs, and labor to accomplish services indicated in this statement of work.

## SAMPLE TASK AGREEMENT

## B. NPS agrees to:

Provide a project supervisor, materials, specialized tools, project vehicle, and related supplies.

**ARTICLE III – TERM OF AGREEMENT**

This Task Agreement will become effective on the date of final signature and extend through June 30, 2006.

**ARTICLE IV – KEY OFFICIALS**

## A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Rebecca Mills, Superintendent  
 Agreements Technical Representative  
 Great Basin National Park  
 Highway 488  
 Baker, Nevada 89311  
 E-mail: becky\_mills@nps.gov  
 Telephone: (775) 234-xxxx  
 Facsimile: (775) 234-xxxx

2. **For the NCC:**

Jerry Keir, Program Director  
 Nevada Conservation Corps  
 Mail stop 98 UNR  
 Reno, Nevada 89557-0031  
 E-mail: jerry\_keir@ncc.com  
 Telephone: (775) 784-xxxx  
 Facsimile: (775) 784-xxxx

B. **Communications** - The NCC will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

**SAMPLE TASK AGREEMENT**

- C. **Changes in Key Officials** - Neither the NPS nor the NCC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE V – AWARD AND PAYMENT**

- A. Financial Assistance: NPS will provide funding to NCC, through the Institute, an amount not to exceed \$21,603 for the work described in Article II commensurate with crew hours expended on the job.

Appropriation Data: The chargeable appropriation for this Task Agreement is:

\$15,000 against 8420-0005-M2T (Public Lands Corps Grant)

\$ 6,603 against 8420-9900 M2T (Fee Demo Project)

- B. NCC’s proposal entitled “Great Basin National Park Budget Summer 2004,” Attachment A, is incorporated herein.

**ARTICLE VI – ATTACHMENTS**

The following documents are attached and made a part of this Task Agreement:

- A. NCC’s proposal entitled “Great Basin National Park Budget Summer 2004,” one page.  
B. “Location Map of Great Basin National Park,” one page.  
C. “Wheeler Peak Trail Assessment,” five pages.

SAMPLE TASK AGREEMENT

**ARTICLE VII - SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Task Agreement on the date(s) set forth below.

**FOR THE NEVADA CONSERVATION  
CORPS**

\_\_\_\_\_  
Jerry Kier  
Program Director

\_\_\_\_\_  
Date

**FOR THE NATIONAL PARK SERVICE**

\_\_\_\_\_  
Theresa A. Fisher  
Contracting Officer

\_\_\_\_\_  
Date

**\*\*\*\*Articles in a task agreement will generally include only applicable information. Therefore, there may be as few as seven Articles, as shown in this sample, or the number necessary to make the task complete.**

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002  
Page \_\_\_\_ of \_\_\_\_

**Cooperative Agreement  
between  
The United States Department of the Interior  
National Park Service  
and  
Johnson City Volunteer Fire Department**

***IMPORTANT NOTE: THIS EXAMPLE IS NOT INTENDED TO REPLACE THE MEMORANDA OF AGREEMENT CURRENTLY IN PLACE USING THE RECIPROCAL FIRE ASSISTANCE AUTHORITY. THIS SAMPLE IS ONLY TO BE USED FOR PASSING FUNDS AND OR EQUIPMENT TO THE RURAL FIRE DEPARTMENTS UNDER THE NATIONAL FIRE PLAN.***

This Cooperative Agreement (hereinafter Agreement) is made and entered into by the Department of the Interior, National Park Service (NPS) and the Johnson City Volunteer Fire Department, for the purpose of enhancing the fire protection capability of the Johnson City Volunteer Fire Department.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The objective of this Agreement is to provide assistance in training, equipment purchase, and prevention activities on a cost share basis. To increase firefighter safety, enhance the fire protection capabilities of rural fire departments, and enhance protection in the urban-wildland interface. To increase the coordination between local, State, and Federal firefighting resources.

The public will benefit by having reduced fire loss, the development of fire prevention programs, and the reduction of occurrence and intensity of wildland fire within the urban interface.

**ARTICLE II – AUTHORITY**

This Agreement is hereby entered into by authority of:

Title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001, Act of October 11, 2000, *Pub. L. No. 106-291, 114 Stat. 922, 1006-1010*, which appropriates money for fire suppression operations, burned areas rehabilitation, hazardous fuels reduction, and rural fire assistance and which sets forth provisions governing the money's use.

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE III – STATEMENT OF WORK**

**A. The Johnson City Volunteer Fire Department agrees to:**

1. Training: Provide/attend wildland fire suppression training (includes costs of associated travel in accordance with Federal Travel Regulations). Assist in the planning and coordination of the wildland fire training course(s). Provide wildland fire training instructor. Provide wildland fire training materials and conference room facilities.
2. Equipment purchase: Work with the NPS to identify and purchase, with the funds obligated by this Agreement, wildland firefighting equipment. The purchased equipment may include fuses, hoses, adapters, nozzles, drip torches, tools, radios, engines, trucks, pumps and pump packages, and personal protective equipment.
3. The Johnson City Volunteer Fire Department agrees to meet a cost share at a minimum of 10 percent (which may include in-kind services or supplies).

**B. The NPS agrees to:**

1. Training: Assist in identifying training opportunities and developing training plans for rural firefighters. Provide instructor(s) for wildland training course(s). Provide wildland fire training materials and conference room facilities.
2. Equipment Purchase: NPS will purchase all equipment and/or facilitate the transfer within applicable regulations. (Hand receipt or transfer) Types of equipment may include, but are not limited to, trucks, engines, pumps, pump packages, tools, supplies, materials, office equipment, etc.

**ARTICLE IV – TERM OF AGREEMENT**

This Agreement shall become effective on the date of signature of the NPS Contracting Officer and shall remain in effect until September 30, 2006, unless terminated in accordance with the provisions of *43 CFR Subpart C, Section 12.84*. This Agreement may be renewed for subsequent fiscal years (not-to-exceed a total of five years), subject to the availability of Federal funding, by mutual written modification signed by both parties to this Agreement. Amendments to this Agreement may be proposed by either party and shall become effective upon approval by both parties.

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002  
Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE V – KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

**Signatory/Administrative/Contracting Officer**

Marsha Wagner, Contracting Officer  
Lyndon B. Johnson National Historical Park  
P.O. Box 329  
Johnson City, Texas 78636  
E-mail: marsha\_wagner@nps.gov  
Telephone: (830) 868-7128, Ext. 223  
Facsimile: (830) 868-xxxx

**Local/Coordinating**

(a) Brian Carey, Agreements Technical Representative  
Lyndon B. Johnson National Historical Park  
P.O. Box 329  
Johnson City, Texas 78636  
E-mail: brian\_carey@nps.gov  
Telephone: (830) 868-7128, Ext. 232  
Facsimile: (830) 868-xxxx

(b) Kevin Carter, Project Inspector  
Lyndon B. Johnson National Historical Park  
P.O. Box 329  
Johnson City, Texas 78636  
E-mail: kevin\_carter@nps.gov  
Telephone: (830) 868-7792  
Facsimile: (830) 868-xxxx

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**2. For the Johnson City Volunteer Fire Department:**

**Signatory/Administrative**

James Dildine, Fire Chief  
Johnson City Volunteer Fire Department  
Johnson City, Texas 78636  
E-mail: johnsoncityfiredept@xxx.xxxx  
Telephone: (830) 868-7111  
Facsimile: (830) 868-xxxx

- B. **Communications** - The Johnson City Fire Department will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the Johnson City Fire Department may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI – AWARD AND PAYMENT**

Chargeable Appropriation – The Chargeable appropriation for this Agreement is Account Number, in the amount of \$5,000, for the Johnson City Volunteer Fire Department. Nothing in this Agreement shall be construed as binding the National Park Service to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

**ARTICLE VII – PRIOR APPROVAL**

In accordance with *OMB Circular A-110 and 43 CFR Part 12*. (Note: If applicable, list items requiring verbal or written approval, if other than shown in regulations referenced above.)

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002  
Page \_\_\_\_ of \_\_\_\_

**ARTICLE VIII - LIABILITY**

***IMPORTANT NOTE: LIABILITY REQUIREMENTS FOR ALL FUNDING ASSOCIATED WITH THE NATIONAL FIRE PLAN SHOULD BE RESEARCHED BY YOUR RESPECTIVE SOLICITOR. LIABILITY PROVISIONS MAY BE DIFFERENT DEPENDING ON STATE STATUTES THAT GOVERN THE EXISTENCE OF THE RURAL FIRE DEPARTMENT.***

**The Johnson City Volunteer Fire Department agrees:**

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To provide workers' compensation protection to the Johnson City Volunteer Fire Department officers, employees, and representatives.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the Johnson City Volunteer Fire Department, its officers, employees, or representatives.
- D. In the event of damage to or destruction of the buildings and facilities assigned for the use of the Johnson City Volunteer Fire Department in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Johnson City Volunteer Fire Department that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Johnson City Volunteer Fire Department, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Johnson City Volunteer Fire Department will constitute termination of this Agreement by the NPS.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE IX – REPORTS AND/OR DELIVERABLES**

Submit one copy of an annual performance report to the National Park Service within ninety (90) days after the end of the fiscal year. The performance report must be prepared in accordance with *43 CFR, Subpart C, Section 12.80* and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns, and any other pertinent information.

**ARTICLE X – PROPERTY UTILIZATION**

Any NPS property used or other property acquired under this Agreement, including intangible property such as copyrights and patents shall be governed by the provisions of *43 CFR, Subpart C, Sections 12.71 through 12.74*.

**ARTICLE XI – MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Termination of this Agreement will be in accordance with *OMB Circular A-110 and 43 CFR Part 12*.

SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)

Agreement Number H7350060002

Page \_\_\_\_\_ of \_\_\_\_\_

**Article XII – GENERAL AND SPECIAL PROVISIONS**

**IMPORTANT NOTE: APPLICABLE OMB CIRCULARS SHOULD BE USED. USE DEPENDS ON THE STATE STATUTE THAT AUTHORIZES THEM.**

**A. General Provisions**

1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
  - (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
  - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
  - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
  - (d) *43 CFR Part 12, Subpart D*, (Reserved).
  - (e) *43 CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
  - (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002**

**Page \_\_\_\_\_ of \_\_\_\_\_**

3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
  
4. **Anti-Deficiency Act** - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
  
5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

**SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002**  
**Page \_\_\_\_\_ of \_\_\_\_\_**

**B. Special Provisions**

**Advertising and Endorsements**

Johnson City Volunteer Fire Department must obtain prior NPS approval before releasing any public information that refers to the Department of the Interior, any bureau or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the NPS along with the request for approval.

- C. Certifications** – The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

**ARTICLE XIII – ATTACHMENTS**

The following document is attached to and made a part of this Agreement:

Form SF-424, “Application for Federal Assistance.”

SAMPLE COOPERATIVE AGREEMENT  
(NATIONAL FIRE PLAN)

Agreement Number H7350060002  
Page \_\_\_\_ of \_\_\_\_

ARTICLE XIV– SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE JOHNSON CITY VOLUNTEER  
FIRE DEPARTMENT**

**FOR THE NATIONAL PARK SERVICE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: James Dildine

Name: Marsha L. Wagner

Title: Fire Chief  
Johnson City Volunteer Fire  
Department

Title: Contracting Officer  
Lyndon B. Johnson N.H.P.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE TASK AGREEMENT MODIFICATION**

Modification Number 01 to  
Task Agreement J8092050007  
Cooperative Agreement Number \_\_\_\_\_  
between  
The United States Department of the Interior  
National Park Service, Pacific West Regional Office  
and  
The Mount Diablo Interpretive Association

GENERAL

This Task Agreement is modified to [explain briefly what’s being changed and why].

MODIFICATION

1. ARTICLE III - STATEMENT OF WORK, is modified to add the following:
  7. [# as appropriate] [quote additional language]
  8. [# as appropriate] [quote additional language]
2. ARTICLE IV - TERM OF AGREEMENT, is modified to extend the completion date from “March 30, 2005” to “July 30, 2005.
3. ARTICLE V - KEY OFFICIALS, is modified to change the \_\_\_\_\_ from “Paul Doc” to the following:
  - [Name/Title]
  - [Address]
  - [Telephone #]
  - [Fax #]
  - [email address **without hyperlink**]

**SAMPLE TASK AGREEMENT MODIFICATION**

- 4. ARTICLE VI - AWARD AND PAYMENT, is modified:
  - A. In Paragraph C, by inserting “\_\_\_\_\_” after “\_\_\_\_\_.”
  - B. In Paragraph D, to delete the words “funds may be provided in subsequent fiscal years” after the words “subject to availability of funds.”
- 5. ARTICLE IX - REPORTS AND/OR DELIVERABLES, is modified to add the following reports:
 

[quote additional language, numbered appropriately]
- 6. All other provisions remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have executed this modification on the date(s) set forth below.

**FOR MOUNT DIABLO  
INTERPRETATIVE ASSOCIATION**

**FOR THE NATIONAL PARK SERVICE**

\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXX  
Executive Director

\_\_\_\_\_  
Theresa A. Fisher  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GENERAL AND SPECIAL PROVISIONS**

**A. General Provisions**

**Choose only one set of OMB Circular provisions depending upon the type of partner:**

**1. For State and Local Governments, use the following:**

**OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments.”
- (b) *OMB Circular A-97*, “Provisions for Specialized and Technical Services to State and Local Governments.”
- (c) *OMB Circular A-102*, as codified by *43 CFR Part 12, Subpart C*, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- (d) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
- (e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

**2. For Nonprofit Organizations, use the following:**

**OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
- (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”

**GENERAL AND SPECIAL PROVISIONS**

- (d) 43 *CFR Part 12, Subpart D*, (Reserved).
- (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
- (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

3. **For Educational Institutions, use the following:**

**OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-21*, “Cost Principles for Educational Institutions.”
- (b) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
- (d) 43 *CFR Part 12, Subpart D*, (Reserved).
- (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
- (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

## GENERAL AND SPECIAL PROVISIONS

## 4. Use the following provisions for all partners:

- (a) **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- (b) **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
- (c) **Anti-Deficiency Act** - 31 U.S.C. §1341 – Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

## GENERAL AND SPECIAL PROVISIONS

- (d) **Minority Business Enterprise Development - Executive Order 12432 -**  
It is the national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

5. **Choose the applicable liability provisions from the following:**

ARTICLE VIII in each agreement will be the liability provision. This ARTICLE will describe specific liability and insurance requirements. All non-governmental entities must provide insurance. State and local governments are exempted from the insurance requirement except to the extent that work under the agreement is performed by non-governmental contractors. The amounts of insurance coverage may be adjusted up or down to reflect the degree of risk involved with the individual agreement.

- (a) Use this liability clause with **state or local governmental partners:**

**The [Partner] agrees:**

- (1) To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- (2) To provide workers' compensation protection to the Partner] officers, employees, and representatives.
- (3) To pay the United States the full value for all damage to the lands or other property of the United States caused by the [Partner], its officers, employees, or representatives.

**GENERAL AND SPECIAL PROVISIONS**

- (4) That in the event of damage to or destruction of the buildings and facilities assigned for the use of the [Partner] in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the [Partner] that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the [Partner], the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the [Partner] will constitute termination of this Agreement by the NPS.
- (5) To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**[In the event the state or local government law prohibits the state or local government partner from indemnifying, use the following alternate language for this Paragraph (1).]**

- (1) “To accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives, acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law.”
- (b) Use this liability clause with **non-profit, non-governmental partners**:

**The [Partner] agrees:**

- (1) To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

**GENERAL AND SPECIAL PROVISIONS**

- (2) To purchase and maintain throughout the term of this Agreement public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Partner] shall provide the NPS with confirmation of such insurance coverage.
- (3) To pay the United States the full value for all damage to the lands or other property of the United States caused by [Partner], its officers, employees, representatives [as in Paragraph (1)].
- (4) To provide workers' compensation protection to [Partner] officers, employees, and representative.
- (5) To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**[If Cooperator occupies Federal Government property, use the following:]**

- (6) In the event of damage to or destruction of the buildings and facilities assigned for the use of [Partner] in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NCC that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by [Partner], the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to [Partner] will constitute termination of this Agreement by the NPS.

## GENERAL AND SPECIAL PROVISIONS

**\*\*\*\* As a general rule, the liability insurance coverage specified should be for one million dollars per person and three million dollars per incident. In some cases, the coverage amount may be less, depending on the risk factors involved.**

**Consult your regional solicitor if questions exist regarding the amount of coverage. We do have leeway with respect to the amount of required liability insurance coverage. We should take into consideration the degree of risk and cost.**

- B. **Special Provisions** - The following advertising and endorsement provisions may be used for cooperative agreements, and others may be added as needed. Choose the appropriate set of provisions.
1. **Public Information - Use these provisions only with partners *other than state and local governments.* (43 CFR §12.2(d) (2)).**
    - (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.
    - (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
    - (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
    - (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

## GENERAL AND SPECIAL PROVISIONS

2. **Publications of Results of Studies - Use this provision with all agreements.**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights In Data – Use this provision in agreements where copyrightable material may be produced by the cooperator requiring the cooperator to grant a license to the NPS.**

Grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the cooperator, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

C. **Certifications** – The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

1. DI-2010, “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.”
2. SF-LLL, “Disclosure of Lobbying Activities.”

**Important Note: SF-LLL is ONLY required for agreements over \$100,000 when a cooperator has lobbying activities to report.**

## GOVERNMENT PRINTING REGULATIONS

The Joint Committee on Printing controls all printing for Federal Government agencies. This applies to both procurement and assistance projects.

“Printing,” as defined in the Government Printing and Binding Regulations and in *Public Law 102-392*, does not include normal photocopying processes. However, the regulations require prior approval of any copying project exceeding 5,000 copies of any single page, or 25,000 total pages (a page is defined as one side of one page). All printing, regardless of cost, must be offered to the Government Printing Office, and waivers may be requested on a case-by-case basis to the appropriate Government Printing Office in your region.

A Note at *44 U.S.C. 501* codified several Public Laws which specifically addressed the use of appropriated funds for the procurement of printing and duplicating. The Note is reproduced below:

***“Government Publications: Printing; GPO Procurement; Executive Branch Procurement of Certain Kinds of Printing: ‘Printing’ Defined***

- (1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- (2) As used in this section, the term ‘printing’ includes the processes of composition, plate making, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.”

The Government Printing and Binding Regulations at Paragraph 36-1 prohibit using grantees as “prime or substantial sources of printing for the use of departments and agencies.” However, Paragraph 36-2 allows “The issuance of grants by any department or agency for the support of non-government publications, provided such grants were issued pursuant to an authorization of law and were not made primarily or substantially for the purpose of having material printed for use of any department or agency.”

Government Printing and Binding Regulations does not provide any definitions for either “governmental uses” or “non-governmental publications.” These terms are interpreted as basically consistent with the distinction between “acquisition” and “assistance” in the *Federal Grant and Cooperative Agreement Act of 1977*. Therefore, if the intent of the transaction is to acquire printing services for the benefit of the NPS or to fulfill a NPS mission requirement, the printing should be performed through the Government Printing Office unless other exemptions or waivers apply. (*Discuss this with your regional printing coordinator.*)

## GOVERNMENT PRINTING REGULATIONS

If a publication is simply one element of an approved assistance proposal initiated by a non-federal applicant, then it should be considered a “non-governmental publication” exempt from the general prohibition. Program managers should support this exemption claim in all assistance awards involving publications by these actions:

- A. Emphasize in the statement of work in the agreement that the initiative for the publication originated from the applicant and not the NPS.
- B. Limit NPS involvement in the preparation of the publication to the supplying of incidental materials such as photographs and to general reviews for scientific accuracy and consistency with NPS policies. The publication will not be subject to “formal approvals” by the NPS.
- C. In no case will the NPS be a distributor of the publication. It is permissible to obtain a small number of free copies for record purposes and internal distribution. As a “rule of thumb,” these should not exceed 10 percent of the total copies printed. Available distribution lists also may be offered to the recipient for use, if needed, but large numbers of specific addresses should not be mandated by the NPS.
- D. Always include a specific requirement that the NPS will have the right to make copies for Federal Government purposes and to obtain, upon request, all of the masters needed to reproduce the publication. A clause substantially like the following is recommended:

“Federal Government Rights to Products Developed Under This Agreement.

The Federal Government reserves the right to reproduce and disseminate, for its own purposes, any product(s) resulting from this Agreement. These products may include, but are not limited to, leaflets, booklets, video recordings, slide presentations, or posters. The recipient agrees, for a period of not to exceed three years after the completion date of this Agreement, to provide to the Federal Government at its request and at no cost, camera-ready copy of any printed material produced under this Agreement.”

- E. To comply with congressional desire for acknowledgement of federal assistance in project activities, require that a statement similar to the following (adapted from one appearing in the Department of the Interior Acquisition Regulation) be added to publications financed with assistance funds:

“This publication was funded entirely/in part [choose one] by the U.S. Department of the Interior, National Park Service, under Agreement Number \_\_\_\_\_.”

DOCUMENTATION FOR USE OF A COOPERATIVE AGREEMENT

<b>Cooperative Agreement or PR Number</b>	
<b>CFDA Number</b>	

**Type of funds to be used for this project (bold the type of funds)** ONPS, NRC, Fee Demo, Fire, Donation, other (be specific \_\_\_\_\_).

1. What type of competition is appropriate?
2. Why was this cooperator selected?
3. Who are the parties to the agreement?
4. What is the purpose of the agreement?
5. What are the deliverables expected?
6. Explain the nature of the anticipated substantial involvement. What will NPS specifically do to carry out the project?
7. Why is the substantial involvement considered to be necessary?
8. Explain why the project or activity entails a relationship of assistance rather than a contract. How will the Cooperator benefit from this collaboration?
9. What is the public purpose of support or stimulation?
10. Which law or laws authorize granting of assistance for performance of this project or activity?
11. How was the determination made that the costs proposed are accurate and proper? Provide a breakdown of costs and rationale for determining they are acceptable.

Requested By:

Approved:

\_\_\_\_\_  
Key Official/ATR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

\* 11 is for non-competitive agreements only.

**SUBSTANTIAL INVOLVEMENT DOCUMENTATION  
TASK AGREEMENT**

**Task Agreement Number or PR Number** \_\_\_\_\_

**Type of funds to be used for this project (bold the type of funds)** ONPS, NRC, Fee Demo, Fire, Donation, other (be specific \_\_\_\_\_).

1. Why was this cooperator selected?
2. Explain the nature of the anticipated substantial involvement? What will NPS specifically do to carry out the project?
3. Why is the substantial involvement considered to be necessary?
4. What are the deliverables expected?
5. What is the purpose of the agreement?
6. Explain why the project or activity entails a relationship of assistance rather than a contract. How will the Cooperator benefit from this collaboration?
7. How was the determination made that the costs proposed are accurate and proper? Provide a breakdown of costs and rationale for determining they are acceptable.

Approved:

\_\_\_\_\_  
Key Official/ATR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

Note: This document is for NPS USE ONLY. It will not be attached to the task agreement or sent to the cooperator.

**CONFLICT OF INTEREST AND CONFIDENTIALITY CERTIFICATE**

To: \_\_\_\_\_  
(Name of Contracting Officer)

I certify that I have no actual or potential conflicts of interest with respect to review of proposals. I further certify that I am not aware of any matter which might reduce my ability to participate in the proposal evaluation proceedings and activities associated with solicitation number/project in an objective and unbiased manner or which might place me in a position of conflict, real or apparent, between my responsibilities as an evaluator or advisor and other interests.

In making this certification, I have considered all my stocks, bonds, other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have or am actually considering an employment arrangement, submits a proposal or otherwise becomes involved in the subject project, I will notify the Contracting Officer, and thereafter, based on advice to do so from the servicing ethics counselor, I will agree to not participate further in any way (i.e., by rendering advice, making recommendations, scoring proposals, or otherwise in the particular subject matter or project).

I further certify that I will keep all information concerning this evaluation confidential.

\_\_\_\_\_  
(Signature of Evaluator, Office Symbol, and Date)

**THIS CERTIFICATION CONTAINS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.**

**FINANCIAL ASSISTANCE FILE INDEX**  
 [ ] Competed “C” [ ] Not competed “N”

Agreement Number:			
Project Title:			
Award Amount:			
TAB NO.	SECTION	CK IF INCL	
<b>A – ORIGATION DOCUMENTS</b>		C	N
A-1	Individual Agreement Plan (IAGP)		
A-2	Purchase Request with Independent Government Estimate		
A-3	Solicit/Non-Solicit Decision		
A-4	Documentation for Use of a Cooperative Agreement		
A-5	Draft Agreement and/or Statement of Work		
<b>PRE-SOLICITATION DOCUMENTS</b>			
A-6	Source List		
A-7	Evaluation Criteria		
A-8	Recipients Past Performance and Eligibility		
A-9	Solicitor Review Comments and Resolution		
A-10	Reviews/Approvals/Waivers		
A-11	Synopsis/Exception – <i>Grants.gov</i>		
A-12	Request for Proposals		
A-13	Pre-Proposal Conference		
A-14	Technical Evaluation Panel Appointment Letter		
A-15	Conflict of Interest and Confidentiality Certification		
A-16			
A-17	Miscellaneous		
<b>B – POST-SOLICITATION DOCUMENTS</b>		C	N
B-1	Abstract of Proposals		
B-2	Technical Evaluation		
B-3	Award Recommendation		
B-4	Records of Past Performance/Eligibility for Assist.		
B-5	Adequacy of Financial Mgmt System for Assistance		
B-6	List of Government-Furnished Property and rationale for providing it		
B-7	Adequacy of Property Mgmt System for Assistance		
B-8	Audit/Waiver		
B-9	Pre-Award Approvals/Waivers		
B-10	Unsuccessful Proposals		
B-11	Letter(s) to Unsuccessful Offerors		
B-12	Summary of Negotiations		
B-13	SF-424 a, b, c, d – Successful Offeror		
B-14	Overhead Rate Agreement and/or Support		
B-15	Central Contractor Registration (CCR)		
B-16	Reviews/Approvals/Waivers		
B-17	Solicitor Review Comments and Resolution		
B-18	Award Notice		
B-19	Miscellaneous Correspondence		

<b>C – AWARD DOCUMENTS</b>		
C-1	Financial Assistance Document	
C-2	DOI Certifications (DI-2010)	
C-3	Executed Modifications	
C-4	Award Notice	
C-5	FAADS (DI-1961)	
C-6	Distribution Record	
<b>D – ADMINISTRATION</b>		
D-1	Designation of Key Official/ATR	
D-2	Modification Documentation/PR/Statement of Work/Reviews/Approvals/Request for Extension of Service/Program Concurrence	
D-3	Distribution of Modifications	
D-4	Financial Reports	
D-5	Performance Reports	
D-6	Certificate of Insurance	
D-7	Annual/Semi-Annual Property Reviews	
D-8	Correspondence	
D-9	Task Agreement Log	
D-11	Miscellaneous	
<b>E – PAYMENTS</b>		
E-1	Receiving Report/ Invoices (SF-270)	
E-2	Invoice Payment Log	
E-3		
<b>F – FINANCIAL DATA/CLOSEOUT</b>		
F-1	Obligation Documents (SF26, OF347), FFS	
F-2	Closeout (Checklist from the Handbook)	
F-3	Reconciliation of Payments with AOC/FFS	
F-4		

Recipient:
Recipient Address:
Recipient Phone:
Recipient Fax:
Recipient E-mail Address:
Key Official/ATR:
Key Official/ATR Phone:
Key Official/ATR Fax:

**Note: Task Agreements are filed in a separate file.**

## COOPERATIVE AGREEMENT INTERNAL CHECKLIST

<b>PRE-AWARD</b>			
	YES	NO	COMMENTS
1. Do all agreements technical representatives (ATRs) responsible for initiating and administering cooperative agreements have a copy of the <i>National Park Service Agreements Handbook</i> ?			
2. Does the contracting officer and/or solicitor agree that this should be a cooperative agreement in lieu of a contract? Is solicitor review documented in the file?			
3. Will competitive procedures be followed in the award of this agreement? If action is non-competitive, is there adequate justification in the file, including the appropriate statutory authority to support the non-competitive action?			
4. Do all ATRs have access to 43 CFR 12, appropriate OMB Circulars, and other regulations, and understand their duties with regard to the cooperative agreement process?			
5. Do ATRs who will be administering the agreement have the required 24 hours of training?			
6. Is this agreement written in accordance with the handbook?			
7. Has an appropriate PR been received with certification from a program official that funds are available for the project?			
8. Have the recipient's past performance and eligibility for assistance been considered in the award process?			
9. Is the recipient's financial management system adequate to maintain required fiscal records?			
10. Are the recipient's requirements, if any, for government-furnished property addressed in the initial agreement?			

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

<i>PRE-AWARD continued</i>			
	YES	NO	COMMENTS
11. Is the recipient's property management system adequate to maintain required accountability records?			
12. Has the agreement been reviewed and approved by the solicitor's office? Is solicitor review documented in the file?			
13. Are agreement files accessible and do they contain all necessary documentation?			
14. Has notice of obligation been sent to AOC? ( <i>Use Agreement Information Sheet, Attachment 4.14</i> ).			
15.			
16.			
17.			

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

<i>POST-AWARD</i>			
	YES	NO	COMMENTS
1. Is federal involvement in funded projects supported and adequate assistance rendered to recipients?			
2. Do procedures exist for monitoring recipient performance?			
3. Are financial and performance report reviews accomplished by NPS ATRs and the contracting officer in a timely manner?			
4. Are outstanding advances of funds monitored to ensure funds are used in a timely manner?			
5. Are recipient vouchers reviewed by the ATRs and approved by the contracting officer in a timely manner?			
6. Do procedures exist for changing scope, duration, and/or budget of a cooperative agreement project?			
7. Does the agreement require semi-annual property inventories of Government-furnished property, when applicable?			
8.			
9.			
10.			
11.			

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

<b>CLOSEOUT</b>			
	YES	NO	COMMENTS
1. Is personal property purchased with federal funds disposed of in accordance with the terms of 43 CFR and appropriate OMB Circular?			
2. Have all final financial, performance, property reports, and deliverables been received and accepted within ninety (90) days following completion of the project or program funded by the agreement?			
3. Have timely audits been conducted in accordance with requirements of 43 CFR 12 and appropriate OMB Circulars?			
4. Has a closeout modification been completed if necessary?			
5. Has final payment been authorized?			
6. Has an evaluation of the cooperator's performance been prepared by the ATR for the official record?			
7. Retention Period - Records on all agreements and modifications must be kept for a minimum of six years and three months after final closeout of the agreement.			
8.			
9.			
10.			

**STANDARD FORMS**

The following forms are attached. The forms also can be downloaded in pdf format from the websites listed. (Headers and page numbers presently are not included, but will be included in the final version of this handbook.)

DI-1961, one page                      [http://www.doi.gov/oirm/formsmgt/fm\\_forms.html](http://www.doi.gov/oirm/formsmgt/fm_forms.html)  
DI-2010, three pages

SF-269, two pages                      <http://www.whitehouse.gov/OMB/grants/index.html#forms>  
SF-269A, two pages  
SF-270, two pages  
SF-271, two pages  
SF-272, two pages  
SF-272A, one page  
SF-424, two pages  
SF-424A, four pages  
SF-424B, two pages  
SF-424C, two pages  
SF-424D, two pages  
SF-LLL, four pages

**AGREEMENT INFORMATION SHEET**

Agreement Number: \_\_\_\_\_

Check One: New Agreement \_\_\_\_\_ Task Agreement \_\_\_\_\_ Modification \_\_\_\_\_

Project Title: \_\_\_\_\_

(Maximum 60 Characters)

Description of Deliverable (This block only needs to be filled out if a formal Agreement is not negotiated.) \_\_\_\_\_

Agreement Start Date: \_\_\_\_\_ Agreement End Date: \_\_\_\_\_

Cooperator Name, Address, Telephone Number, and E-Mail, including contact person: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BILLING INFORMATION FOR COOPERATOR TO BILL NPS**

Billing Cycle: Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Semiannually \_\_\_\_\_  
(Check One) Annually \_\_\_\_\_ Other \_\_\_\_\_

Advance of Funds: Yes \_\_\_\_\_ No \_\_\_\_\_  
Method of Billing: SF-270 \_\_\_\_\_ Bill For Collection \_\_\_\_\_

Taxpayer Identification Number (TIN): \_\_\_\_\_

Address to Send Bills: \_\_\_\_\_

(If Different from Above) \_\_\_\_\_

Contact Person, E-Mail, and Telephone Number \_\_\_\_\_

\_\_\_\_\_

**BILLING INFORMATION FOR NPS TO BILL RECIPIENT**

Billings to be mailed by (Check One): AOC \_\_\_\_\_ Park \_\_\_\_\_ Region \_\_\_\_\_

References: \_\_\_\_\_ / \_\_\_\_\_

Their Account Number

Their Document Number

Reimbursable Amount Not to Exceed\*: \_\_\_\_\_

\*Advance payment is required.

Modification Amount: \_\_\_\_\_

Total Reimbursable Amount, including Modifications, Not To Exceed: \_\_\_\_\_

Amounts Above Include Overhead Charge of: \_\_\_\_\_

\_\_\_\_\_

**TO BE COMPLETED BY REGIONAL FINANCE OFFICE**

Account Number: \_\_\_\_\_ Customer No: \_\_\_\_\_

Fund Code: \_\_\_\_\_ Activity Code: \_\_\_\_\_ BFY: \_\_\_\_\_

Account Number for Overhead Charges (If Different): \_\_\_\_\_

\_\_\_\_\_

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND  
NUMBER WITH INSTRUCTIONS**

Park or Region Point of Contact: \_\_\_\_\_

010	<p>Program Number and Title:</p> <p>Concise description of the program.</p>	
020	<p>Popular Name:</p> <p>If a popular name exists enter it here. Do not repeat the Program Title.</p>	
030	<p>Federal Agency:</p> <p>Administering Department or Agency.</p>	
040	<p>Authorization:</p> <p>Legal Authority upon which the program is based.</p>	
050	<p>Objectives:</p> <p>A brief accurate statement of what the program is intended to accomplish or the goals to which the program is directed.</p>	
060	<p>Types of Assistance:</p> <p>One or more of the 15 types of assistances provided.</p>	
070	<p>Use and Use Restriction:</p> <p>Describe how the assistance can potentially be used. List any specific restrictions placed upon the use of the assistance. Indicate if discretionary funds are available, along with the percentage of funds set aside for discretionary activities. If program has loans list the terms of the loan.</p>	
080	<p>Eligibility Requirements:</p> <p>In the following subsections, the subsequent questions should be answered concisely using one or more phrase.</p>	
081	<p>Applicant Eligibility:</p> <p>Who can apply to the Government and what criteria must the (applicant) satisfy?</p>	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND  
NUMBER WITH INSTRUCTIONS**

082	Beneficiary Eligibility: Who will receive the ultimate benefits from the program.	
083	Credential / Documentation:  What credentials or documentation is required prior to, or along with, a request or application for assistance? In other words, what must be provided, certified, or established?	
090	Application and Award Process:	
091	Preapplication Coordination:  If a preapplication form is required, what are the name and number of the form? Is consultation or assistance available from the agency or elsewhere to aid in preparing the form? Is an informal preapplication conference needed or recommended?	
092	Application Procedure:  What are the basic procedures required by the Federal agency in the application process. Begin at the lowest level and end with the Federal government.	
093	Award Procedure:  Basic procedural steps for awarding assistance.	
094	Deadlines: What date(s) or between what dates must an application be received by the Federal agency.	
095	Range of Approval/Disapproval Time: In terms of days, what is the time required for the application or request to be approved or disapproved.	
096	Appeals:  What appeal procedure and/or allowable rework time is available?	
097	Renewals: Are renewables or extensions available?	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND  
NUMBER WITH INSTRUCTIONS**

100	<p>Assistance Considerations:</p> <p>In the following subsections, the subsequent questions should be answered concisely using one or more phrase. Enter "Not applicable" if appropriate.</p>	
101	<p>Formula and Matching Requirements:</p> <p>Cite the statutory and/or administrative rule of reference in the CFR.</p>	
102	<p>Length and Time Phasing of Assistance:</p> <p>What period of time is the assistance normally available? Is there a restriction on the time permitted to spend the money awarded?</p>	
110	<p>Post Assistance Requirements:</p> <p>In the following subsections, the subsequent questions should be answered concisely using one or more phrase. Enter "None" or "Not applicable" if appropriate.</p>	
111	<p>Reports:</p> <p>What progress, expenditure, cash reports and performance monitoring by the recipient are required by the Federal agency and during what intervals?</p>	
112	<p>Audits:</p> <p>Will audits be made to ensure that funds have been applied efficiently, economically and effectively?</p>	
113	<p>Records:</p> <p>Describe what records the Federal agency requires the recipient to maintain and the time periods.</p>	
120	<p>Financial Information:</p>	
121	<p>Account Identification:</p> <p>List the 11 digit budget account identification code(s) that funds the program.</p>	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND  
NUMBER WITH INSTRUCTIONS**

122	<p>Obligations:</p> <p>The specific items of financial information required for each program are for three fiscal years (actual, budget, and fiscal).</p>	
123	<p>Range and Average of Financial Assistance:</p> <p>List a representative range (smallest to largest) of the amounts of financial assistance available.</p>	
130	<p>Program Accomplishments:</p> <p>Describe the program's accomplishments, outputs, results achieved and serviced rendered.</p>	
140	<p>Regulations, Guidelines Literature:</p> <p>List the reference to all official published information pertinent to the program.</p>	
150	<p>Information Contacts:</p>	
151	<p>Regional or Local Office:</p> <p>Identify the Federal, regional or local office(s) that may be contacted for detailed information concerning a program.</p>	
152	<p>Headquarters Office:</p> <p>List the names, addresses, commercial, FTS, FAX and TTY/TDD telephone numbers, and e-mail addresses of the administering office at the headquarters level.</p>	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND  
NUMBER WITH INSTRUCTIONS**

153	<p>Web Site Address:</p> <p>List of website addresses of the administering office at the headquarters level.</p>	
160	<p>Related Programs:</p> <p>The agency should determine whether the programs listed are closely related based first on program objective, and second on program use.</p>	
170	<p>Examples of Funded Projects:</p> <p>What are the different types of projects funded by the program in the past?</p>	
180	<p>Criteria for Selecting Proposals:</p> <p>What are the criteria used to judge proposals?</p>	
320	<p>Applicants:</p>	

For additional instructions please refer to the Catalog of Federal Domestic Assistance Reference Manual at: <http://www.doi.gov/pam/CFDAreferenceManual2005.html>

For a complete listing of current NPS *CFDA* programs and numbers please refer to: [http://12.46.245.173/pls/portal30/CATALOG.BROWSE\\_SUBAGENCY\\_PROGRAM\\_RPT.SHOW?p\\_arg\\_names=agency\\_id&p\\_arg\\_values=509](http://12.46.245.173/pls/portal30/CATALOG.BROWSE_SUBAGENCY_PROGRAM_RPT.SHOW?p_arg_names=agency_id&p_arg_values=509)

**CFDA AND FAADS LEADS, REGIONAL COORDINATORS AND BACK-UPS**

**Procurement and Contracting Side**

**Administrative Lead:** JoAnne Grove, Harpers Ferry Center  
**Back-Up:** Theora McVay, Midwest Regional Office

Alaska Leads		NCR Leads	
Germaine Graham	907-644-3521	Jackie Wood	202-619-6373
Joy Kucinski	907-644-3301	Tom McConnell	202-619-6366
Denver APC Leads		Northeast Leads	
		Mike Kennison	617-223-5491
DSC Leads		Beth Faudree	617-223-5095
Mike Fox	303-969-2118	Pacific West Leads	
Walter Schmidt	303-969-2122	Theresa Fisher	510-817-1331
HFC Leads		Jamie Sherrill	510-817-1337
Georgia Mason	304-535-6496	Southeast Leads	
JoAnne Grove	304-535-6236	Kathleen Batke	404-562-3163
Intermountain Leads		Gregg DeFelicibus	404-562-3163
Trish Fresquez-Hernandez	505-988-6122	WASO Leads	
Tom Forsyth	303-969-2796	Bruce Feirtag	303-987-6767
Midwest Leads		Cynthia Adonoo	202-354-1946
Theora McVay	402-661-1662		
Tonya Bradley	402-661-1656		

**Grant Side**

**Administrative Grant Lead:** Tawana Jackson - Heritage Preservation Services

Wayne Strum – Land and Water Conservation	202-354-6931
Melissa Leung – Land and Water Conservation	202-354-6922
Tawana Jackson–Heritage Preservation Services	202-354-2065

**FINANCIAL REPORTING REQUIREMENTS  
OF OMB CIRCULARS A-110 AND A-102**

The following financial reporting requirements are set forth in OMB Circular A-110 and A-102:

- A. OMB Circular, A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- (a) The following forms or such other forms as may be approved by OMB are authorized for obtaining financial information from recipients:
- (1) **SF-269 or SF-269A, Financial Status Report.**
    - (i) Each Federal awarding agency shall require recipients to use the SF-269 or SF-269A to report the status of funds for all nonconstruction projects or programs. A Federal awarding agency may, however, have the option of not requiring the SF-269 or SF-269A when the SF-270, Request for Advance Reimbursement, or SF-272, Report of Federal Cash transactions, is determined to provide adequate information to meet its needs, except that a final SF-269 or SF-269A shall be required at the completion of the project when the SF-270 is used only for advances.
    - (ii) The Federal awarding agency shall prescribe whether the report shall be on a cash or accrual basis. If the Federal awarding agency requires accrual information and the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand.
    - (iii) The Federal awarding agency shall determine the frequency of the Financial Status Report for each project or program, considering the size and complexity of the particular project or program. However, the report shall not be required more frequently than quarterly or less frequently than annually. A final report shall be required at the completion of the agreement.
    - (iv) The Federal awarding agency shall require recipients to submit the SF-269 or SF-269A (an original and no more than two copies) no later than 30 days after the end of each specified reporting period for quarterly and semi-annually reports, and 90 calendar days for annual and final reports. Extensions of reporting due dates may be approved by the Federal awarding agency upon request of the recipient.
  - (2) **SF-272, Report of Federal Cash Transaction.**
    - (i) When funds are advanced to recipients the Federal awarding agency shall require each recipient to submit and SF-272 and, when necessary, its continuation sheet, SF-272A. The Federal awarding agency shall use this report to monitor cash advanced to recipients and to obtain disbursement information for each agreement with the recipients.

**FINANCIAL REPORTING REQUIREMENTS  
OF OMB CIRCULARS A-110 AND A-102**

- (ii) Federal awarding agencies may require forecasts of Federal cash requirements in the “Remarks” section of the report.
  - (iii) When practical and deemed necessary, Federal awarding agencies may require recipients to report in the “Remarks” section the amount of cash advances received in excess of three days. Recipients shall provide short narrative explanations of actions taken to reduce the excess balances.
  - (iv) Recipients shall be required to submit not more than the original and two copies of the SF-272 15 calendar days following the end of each quarter. The Federal awarding agencies may require a monthly report from those recipients receiving advances totaling \$1 million or more per year.
  - (v) Federal awarding agencies may waive the requirement for submission of the SF-272 for any one of the following reasons: (1) When monthly advances do not exceed \$25,000 per recipient, provided that such advances are monitored through other forms contained in this section; (2) If, in the Federal awarding agency’s opinion, the recipient’s accounting controls are adequate to minimize excessive Federal advances; or, (3) When the electronic payment mechanisms provide adequate data.
- (b) When the Federal awarding agency needs additional information or more frequent reports, the following shall be observed:
- (1) When additional information is needed to comply with legislative requirements, Federal awarding agencies shall issue instructions to require recipients to submit such information under the “Remarks” section of the reports.
  - (2) When a Federal awarding agency determines that a recipient’s accounting system does not meet the standards in Section \_\_\_\_\_.21, additional pertinent information to further monitor awards may be obtained upon written notice to the recipient until such time as the system is brought up to standard. The Federal awarding agency, in obtaining this information, shall comply with report clearance requirements of 5 CFR part 1320.
  - (3) Federal awarding agencies are encouraged to shade out any line item on any report if not necessary.
  - (4) Federal awarding agencies may accept the identical information from the recipients in machine readable format or computer printouts or electronic outputs in lieu of prescribed formats.
  - (5) Federal awarding agencies may provide computer or electronic outputs to recipients when such expedites or contributes to the accuracy of reporting.

**FINANCIAL REPORTING REQUIREMENTS  
OF OMB CIRCULARS A-110 AND A-102**

- B. OMB Circular, A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (a) **General**
- (1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:
    - (i) Submitting financial reports to Federal agencies, or
    - (ii) Requesting advances or reimbursements when letters of credit are not used.
  - (2) Grantees need not apply the forms prescribed in this section in dealing with their subgrantees. However, grantees shall not impose more burdensome requirements on subgrantees.
  - (3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extent required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB. Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decision making purposes.
  - (4) Grantees will not be required to submit more than the original and two copies of forms required under this part.
  - (5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.
  - (6) Federal agencies may waive any report required by this section if not needed.
  - (7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.
- (b) **Financial Status Report**
- (1) Form. Grantees will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all nonconstruction grants and for construction grants when required in accordance with the circular.
  - (2) Accounting basis. Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through and analysis of the documentation on hand.

**FINANCIAL REPORTING REQUIREMENTS  
OF OMB CIRCULARS A-110 AND A-102**

- (3) Frequency. The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.
  - (4) Due date. When reports are required on a quarterly or semiannually basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.
- (c) **Federal Cash Transactions Report**
- (1) Form
    - (i) For grants paid by letter of credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.
    - (ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.
  - (2) Forecasts of Federal cash requirements. Forecasts of Federal cash requirements may be required in the “Remarks” section of the report.
  - (3) Cash in hand of subgrantees. When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days’ needs in the hands of their subgrantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.
  - (4) Frequency and due date. Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

**FINANCIAL REPORTING REQUIREMENTS  
OF OMB CIRCULARS A-110 AND A-102**

- (d) **Request for advance or reimbursement**
- (1) Advance payments. Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for drawdowns under a letter of credit, electronic funds transfer or when Treasury check advance payments are made to the grantee automatically on a predetermined basis.)
  - (2) Reimbursements. Requests for reimbursements under nonconstruction grants will also be submitted on Standard Form 270, Request for Advance or Reimbursement requests under construction grants, see paragraph (e)(1) of this section.)
  - (3) The frequency for submitting payment requests is treated in §12.81 (b)(3)
- (e) **Outlay report and request for reimbursement for construction programs.**
- (1) Grants that support construction activities paid by reimbursement method.
    - (i) Requests for reimbursement under construction grants will be submitted on Standard Form 271, Outlay report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in §12.81 (d) instead of this form.
    - (ii) The frequency for submitting reimbursements is treated in §12.81 (b)(3).
  - (2) Grants that support construction activities paid by letter of credit, electronic transfer of funds or Treasury check advance.
    - (i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by §12.81 9b)(3) and (4).
    - (ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in §12.81 (d).
    - (iii) The federal agency may substitute the Financial Status Report specified in §12.81(b) for the Outlay Report and Request for Reimbursement for Construction Programs.
  - (3) Accounting basis. The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by §12.81 (b)(2).

**SAMPLE TASK AGREEMENT  
(STUDENT CONSERVATION ASSOCIATION)**

**Task Agreement J0001070001**  
Page \_\_\_\_\_ of \_\_\_\_\_

**Task Agreement  
between  
The Student Conservation Association  
and  
National Park Service**

**TASK AGREEMENT NO.:** J0001070001      **COOPERATIVE AGREEMENT NO.:** H0001020002 Modification 1539      **EFFECTIVE DATES:** 07/04/07 – 09/25/07

**PROJECT TITLE:** Conservation Associate for Natural Resources Office, Santa Monica Mountains National Recreation Area

**FISCAL YEAR FUNDING:** 2007 **ACCOUNT #** 8540-1016-729 (411C) **NOT-TO-EXCEED** \$8,676.00

**SCOPE OF WORK:** See following pages.

Unless otherwise provided herein, the terms and conditions of H0001020002 Modification 1539 apply to this Task Agreement.

**STUDENT CONSERVATION ASSOCIATION**

**NATIONAL PARK SERVICE  
PACIFIC WEST REGIONAL OFFICE**

\_\_\_\_\_  
Robert B. Coates  
Vice President for Program Development

\_\_\_\_\_  
Theresa A. Fisher  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAMPLE TASK AGREEMENT  
(STUDENT CONSERVATION ASSOCIATION)**

**Task Agreement J0001070001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

Conservation Associate for Natural Resources Office, Santa Monica Mountains National Recreation Area

This Task Agreement is entered into by and between the Department of the Interior, National Park Service (NPS) and the Student Conservation Association (SCA) under the provisions of Cooperative Agreement H0001020001, Modification No. 1539. Unless otherwise specified herein, the terms and conditions of H0001020001, as modified by Modification No. 1539, shall apply to this Task Agreement.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Cooperative Agreement H0001020001 was entered into for the placement of high school and college-aged individuals and other qualified persons who volunteer their services through SCA in exchange for training and educational experience in resource management and conservation programs.

The objective of this Task Agreement is to support and stimulate work and/or education and training opportunities for young adults through collaborative participation in [provide a brief description of the work and location, either name of park or a specific location within a park] A detailed description of the work and budget is included as Attachment A.

**ARTICLE II – STATEMENT OF WORK**

A. SCA agrees:

1. To assist with recruitment and selection of Tim Crosby (SKCNP21-2) as a Conservation Associate to participate in the work described in Attachment A and throughout this document.
2. To provide for transportation to and from [insert park name] and subsistence during the tour of duty.
3. To [insert anything else that's applicable to the project].

B. NPS agrees:

1. To provide financial assistance in accordance with Article V.
2. To provide general orientation to park operations and NPS mission.
3. To provide a NPS technical representative to be on-site with the SCA volunteer to assist with specifics of the project as needed.
4. To provide housing for the SCA volunteer.
5. To [insert anything else that's applicable to the project].

**SAMPLE TASK AGREEMENT  
(STUDENT CONSERVATION ASSOCIATION)**

**Task Agreement J0001070001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

C. Both parties agree:

That no change in financial assistance amount, term of project, SCA participant (including backfilling), or any other provision of this task agreement shall take place without the execution of a written modification documenting the change(s).

**ARTICLE III – TERM OF PROJECT**

This Task Agreement is effective July 4, 2007 and shall continue in full force and through September 25, 2007.

**ARTICLE IV – KEY OFFICIALS**

Personnel listed below are identified as key staff and considered essential to the projects being performed under this Task Agreement.

A. For the NPS:

Jane Doe  
Agreements Technical Representative  
Santa Monica Mountains National Recreation Area  
401 West Hillcrest Drive  
Thousand Oaks, California 91360  
E-mail: jane\_doe@nps.gov  
Telephone: 805-370-XXXX  
Facsimile: 805-370-XXXX

B. For the SCA:

Sarah Miller  
Agreements Coordinator  
Student Conservation Association  
689 River Road  
Charlestown, New Hampshire 03603  
E-mail: sarah\_miller@XXXXXXXXX  
Telephone: 603-543-1700 x 134  
Facsimile: 603-543-XXXX

**SAMPLE TASK AGREEMENT  
(STUDENT CONSERVATION ASSOCIATION)**

**Task Agreement J0001070001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

**ARTICLE V – AWARD AND PAYMENT**

- A. General: SCA shall engage in cooperative effort with the NPS in accordance with Article II, Statement of Work.
- B. Financial Assistance: NPS will provide financial assistance in an amount not-to-exceed \$xxxxxxxxxxxxx to the SCA on a reimbursable basis for the work project listed herein.
- C. Appropriation Data: The chargeable appropriation for this Task Agreement is XXXX-XXXX-XXX.
- D. Requests for Reimbursement
  - 1. Billings shall be submitted on SF270, Request for Advance or Reimbursement, in an original and one copy on a monthly basis to the following address:  

National Park Service  
Pacific West Regional Office  
Attention Contracting Officer  
1111 Jackson St., Suite 700  
Oakland, CA 94607
  - 2. To constitute a proper billing, the request for reimbursement must include the Task Agreement Number, date of request, and an itemized description of costs incurred. Payment approvals shall be based upon meeting all provisions of this Task Agreement, including the following factors:
    - (a) Itemization of expenditures in accordance with the attached budget.
    - (b) Acceptance by the NPS of the work efforts and products described in Article II.

**ARTICLE VI – ATTACHMENTS**

Detailed description of work and budget

**SAMPLE TASK AGREEMENT  
(STUDENT CONSERVATION ASSOCIATION)**

**Task Agreement J0001070001**

**Page \_\_\_\_\_ of \_\_\_\_\_**

Attachment A -- *This is a sample.*

SCA Request Information for 2007 Resource Management Projects

SCA/NPS Cooperative Agreement Number H0001020002

For 2007, Great Basin National Park Resource Management requests two SCAs as follows:

Period of Performance:

1: (Biological Water Survey Technician): 5/1-7/21

2: (Biological Water Survey Technician): 7/1-9/21

Scope of Work:

1 & 2: (Biological Water Survey Technician):

Collect water samples and conduct field water tests in a variety of terrain and conditions, contributing to a baseline water quality survey of the park, 70%; enter water quality data into database and maintain field equipment, 10%; sample caves for invertebrates including wild caves where moving in tight spaces is required, 10%; other duties including assisting with fish population surveys, habitat surveys, small mammal surveys, reptile surveys and beetle surveys, 10%. Training will include: Global Position System (GPS); water quality field equipment; map and compass; first aid; CPR; survival techniques. Valid driver's license required. The park will provide housing.

Cost:

1 & 2: (Biological Water Survey Technician): \$3395 each \$6,790

Direction: *NOTE: Never use the word "Supervision."*

1 & 2 will be directed by Gretchen Baker and paid out of account #8420-0701-NII, the Baseline water inventory account.

STUDENT CONSERVATION ASSOCIATION REGIONAL POINTS OF CONTACT

<b>Student Conservation Association Regional Points of Contact</b>
--

<b>Alaska Region</b>	
Joy Kucinski	907-644-3301
<b>Intermountain Region</b>	
Tammy Gallegos	505-988-6085
<b>Midwest Region</b>	
Ron Eilefson	605-574-3130
<b>National Capital Region</b>	
Tom McConnell	202-619-6366
<b>Northeast Region</b>	
Beth Faudree	617-223-5095
<b>Pacific West Region</b>	
Leo Guillory	415-561-4791
<b>Southeast Region</b>	
Cheryl Richardson	404-562-3163 x558