

COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
XYZ ORGANIZATION

FWS AGREEMENT: _____
Charge Code : _____
Amount Obligated: _____
Recipient Tax Identification No.: _____

I. TYPE OF AGREEMENT

- Grant
- Cooperative Agreement
- Private Lands
- Challenge Cost-Share
- Inter-Agency
- Intra-Agency

II. TYPE OF ORGANIZATION

- State, Local or Indian Gov.
- Non-Profit Organization
- Higher Education Inst.
- Private Individual
- Business Organization
- Federal Agency

III. PARTICIPANTS

Funding Organization:

U.S. Department of the Interior
U.S. Fish and Wildlife Service
Arcata Fish and Wildlife Office
1655 Heindon Rd.
Arcata, CA 95521

Recipient Organization:

XYZ Organization

IV. PROJECT OFFICERS

FWS Officer:

Name : Michael M. Long
Title: Field Supervisor

Recipient:

Name :
Title:

This section identifies the project by name and describes the purpose and objective of the project..

VI. AUTHORITY

The Jobs In The Woods Watershed Restoration (JITW) Program is the funding source for the project. The JITW Program is part of the Aquatic Conservation Strategy within the Northwest Forest Plan. Four agencies received funds for watershed restoration as part of the Northwest Forest Plan including the U. S. Fish and Wildlife Service (Service). The Service received funds to be used for watershed restoration projects on non-federal lands (private, state or tribal lands) within the range of the northern spotted owl. The Service issued guidelines for the JITW Program. These were updated in July 2000.

The following are citations for the Northwest Forest Plan:

USDA Forest Service, USDI Bureau of Land Management. 1994a. Record of decision for amendments to Forest Service and Bureau of Land Management planning documents within the range of the northern spotted owl. Standards and guidelines for management of habitat for late-successional and old-growth forest related species within the range of the northern spotted owl (ROD).

USDA Forest Service, USDI Bureau of Land Management. 1994b. Final supplemental environmental impact statement on management of habitat for late-successional and old-growth forest related species within the range of the northern spotted owl (FSEIS). Volumes I & II.

The Service also enters into this agreement under the authority of the Fish and Wildlife Act of 1956, 16 U.S.C. 742f(a)(4) and the Fish and Wildlife Coordination Act, 16 U.S.C. 661-666.

VII. FUNDING INFORMATION

Funds in the amount of \$_____ are obligated to reimburse the Recipient for the work described in the proposal titled “XYZ Project ” as described in “Related Attachments”. A budget is included within the proposal. Cost share and in-kind contributions will be provided by the _____ in the amount of \$_____.

Nothing herein shall be considered as obligating the Service to expend funds or otherwise

IX. BACKGROUND INFORMATION

A. The JITW Program was established as part of the Northwest Forest Plan to accomplish watershed restoration goals while providing economic opportunities to offset reductions of employment in the forest products industry. The Service's JITW Program focuses on implementation of watershed restoration projects on non-federal lands using labor from natural resource dependent communities to the greatest extent possible. The Recipient in this agreement recognizes that fish and wildlife species require healthy functioning ecosystems and that watershed restoration is necessary to be successful and effective in reaching this goal.

B. The project is located in the XYZ watershed, a tributary to the Big XYZ watershed in _____ County. *This section provides a very general and brief description of land ownership, habitat, and the main species of interest for the area. A brief description of how the project will be monitored is also included.*

X. SPECIFIC OBLIGATIONS OF EACH PARTY

A. The Recipient shall:

1. use funding with this agreement to meet the goals and objectives detailed in the Recipients project proposal and budget titled "XYZ Project" and included under "Related Attachments". **Modifications to the proposal are also attached.** Any deviations from the procedures or objectives specified in the Recipient's proposal must be presented and approved by the Service before implementation (See Section XV, Modification Procedures).
2. furnish the necessary personnel, materials and services, and do all tasks required to accomplish the project.
3. utilize labor of displaced workers or workers from natural resource dependent communities in Northwestern California, to the greatest extent possible, to perform watershed restoration activities pursuant to this Cooperative Agreement. If labor as described cannot be used for this project, the Recipient will immediately notify the Service.

Recipient during public presentations, public forums, reports or other information published about the program.

7. work with the Service and the Landowner(s) to provide for watershed restoration improvements to remain intact and be maintained for a period of at least 10 years. The Service will not hold the Recipient responsible for failure of watershed restoration improvements caused by an act of nature outside the control of all parties. Acts of nature include, but are not limited to floods, earthquakes, volcanic eruptions, and wind storms.
8. work with the Service and the Landowner(s) to determine if the project has succeeded in providing the desired ecological benefit.

B. The Service shall:

1. provide funds in the amount of \$_____ to the Recipient to employ workers, supervise, implement, and monitor the project including the budget titled "*XYZ Project*" in "Related Attachments".
2. receive requests for reimbursement from the Recipient and process the paperwork for payment. Determination of acceptability will be made by the FWS Officer.
3. ensure that the "*XYZ Project*" is consistent with The Northwest Forest Plan.
4. provide assistance with federally threatened/endangered and candidate species issues under the Endangered Species Act. Also provide assistance for compliance with the National Historic Preservation Act, Clean Water Act and the National Environmental Policy Act. The Service will ensure that the project is in compliance with all applicable federal laws and regulations before project work can begin. The Recipient will be notified in writing when all environmental compliance requirements have been met and project activities may begin. It should be noted however, that the Recipient and the landowner(s) are ultimately responsible for obtaining all applicable federal, state, and local permits for work to be performed on the property.
5. periodically review habitat conditions within the project area with the Recipient and/or landowner(s).

XI. REPORTING REQUIREMENTS

- 2) a summary of significant results and activities for the period.
- 3) a brief discussion of any major problems encountered, desired changes in the proposed work identified in this agreement in “Related Attachments” (with written justification), or desired changes in the work schedule (with justification).
- 4) photographs or slides must be submitted.

The Service is periodically notified by the Regional Office that Congress is requesting information on the JITW program. To address such requests, the Service may periodically notify the Recipient and ask for a brief progress report on specific project details.

2. Draft Final Report:

A draft final report is due to the Service **45 days after project completion**. The draft will be subject to review and comments by Fish and Wildlife Biologists of the Service prior to submission of the final report.

3. Final Report:

The Recipient will submit a final report and **2 copies 90 days following completion** of the project. All figures and photos will be black and white reproducible. The submittal of slides or photographs with the final report is required.

Reports will identify the degree to which tasks were accomplished, and any special problems encountered. The Recipient shall account for any real or personal property acquired with Federal funds or received from the Federal Government according to requirements of regulations referenced in the “Applicable Regulations” section of this agreement.

The final report shall include:

- a) Cover page: Include title of project, name of organization, date and the Agreement number.
- b) Abstract/Executive Summary
- c) Introduction
- d) Description of project area
- e) Methods and Materials

h) Supplemental Appendices that contain detailed summaries of all data collected.

i) Budget: A budget showing how funds were spent compared with the budget estimate in the proposal including a list of major property purchased during the project. The budget should be in the same format as was in the original proposal. Explain cost overruns in specific line items.

Identify cost share and in-kind contributions of the Recipient and the landowner.
Describe if cost share and in-kind contributions were met and if so, how were they met.

4. All reports must be sent to:

Paula Golightly
U. S. Fish and Wildlife Service
Arcata Fish and Wildlife Office
1655 Heindon Rd.
Arcata, CA 95521

XII. INVOICING/ACCEPTANCE PROCEDURES

All Recipients not currently receiving funds electronically from the Department of the Interior or Fish and Wildlife Service are responsible for completing a Standard Form 3881 (ACH) and forwarding it to the Cooperative Agreements Assistant.

Upon acceptance of the terms and conditions of this agreement, the Recipient will submit requests for payment using Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. Payments will be made on the basis of acceptable documentation presented for work accomplished including Progress Reports, the Draft Final Report, and the Final Report, during the life of this agreement. Ten percent of the total amount of the agreement will be withheld until all requirements of the agreement are accomplished. A Final Invoice may be submitted for the 10% withheld once all the requirements are approved.

Requests shall be submitted to the Cooperative Agreements Assistant, at the following address:

Chatta Guillen
U.S. Fish and Wildlife Service
Arcata Fish and Wildlife Office

This agreement is intended to support a particular project for a specified period of time. Any portion of funds not expended by the expiration date of this agreement shall be returned to the Service, including any interest earned on that amount (subject to provisions of applicable OMB Circular or 43 CFR Part 12 Subpart, as referenced in “Applicable Regulations” Section of this agreement).

XIII. APPLICABLE REGULATIONS

A. The Recipient must submit with this agreement Standard Form 424D, Assurances-Construction Programs. In addition to the assurances listed on Standard Form 424D, the Recipient certifies compliance with the following regulations, as applicable, incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. OMB Circular A-21, Cost Principles for Educational Institutions
4. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
5. OMB Circular A-122, Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.
9. 43 CFR Part 18 – New Restrictions on Lobbying

B. Small Business Policy
Reference 505 DM 3.5 C(1)(a):

It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The grantee and sub-grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIV. TERMINATION

XVI. SPECIAL PROVISIONS

Seat Belt Policies and Programs: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measure include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Greening Policies and Programs: In accordance with Executive Order 13101 “Greening the Government Through Waste Prevention, Recycling and Federal Acquisition,” recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVII. RELATED ATTACHMENTS

Recipient project proposal, scope of work, budget, maps and other related documents are attached.

XVIII. SIGNATURES

FOR THE U.S. FISH AND WILDLIFE SERVICE:

By: _____ Date: _____

Title: Field Supervisor, Arcata Fish and Wildlife Office

FOR XYZ ORGANIZATION :

Contracting Officer FWS #