

Appendix G: Sample Cooperative Agreement

(agreement number)

Cooperative Agreement Between

The National Park Service, Department of the Interior

and X, Y, and Z

ARTICLE I - BACKGROUND AND OBJECTIVES

A. Legislative authority:

This Cooperative Agreement between the National Park Service, Pacific West Field Area, Department of the Interior (hereafter "NPS") and X, Y, and Z is entered into by the authority of Public Law 90-543 as amended by Public Law 101-365 (The National Trails System Act).

B. Public Purpose:

The public purpose of this project or assistance is to further the planning, development, operation, maintenance, and protection of the Juan Bautista de Anza National Historic Trail (hereafter, "Anza Trail"), a long-distance trail authorized by Congress as a component of the national trails system in 1990. The National Trails System Act limits direct federal involvement in acquiring, developing, protecting, and managing the Anza Trail and places heavy emphasis on the involvement of private voluntary interests in efforts associated with the trail. Since the trail cannot achieve the level of completion described in the Trail comprehensive management plan (hereafter, "CMP") without active and continuing volunteer involvement, it is in the public interest that the NPS and X, Y, and Z act in a concerted manner to accomplish this work. This assistance is designed to support and ensure an ongoing private volunteer effort to carry out these tasks through a project or organization that has the trail and the objectives of the trail and the National Trails System Act as its focus. This assistance will help encourage volunteerism by providing continuing and expanded opportunities for individuals to participate in the conservation and protection of nationally significant resources and the development of recreational and educational trail opportunities under the overall administration of the NPS.

C. Specific objectives of this Agreement:

1. Encourage private sector participation in the planning, development, and protection of the Anza Trail.
2. Increase public awareness and use of the Anza Trail and support for its complete development.
3. Support and strengthen the capabilities of volunteers to take the leadership role

within the private sector in planning, developing, and protecting the Anza Trail.

ARTICLE II - STATEMENT OF WORK

X, Y, and Z agree to

1. Assist in the implementation of the Anza Trail CMP in consultation with and subject to the approval of the NPS.
2. Assist with on-the-ground construction of the Anza Trail by such activities as organizing volunteer work crews, sponsoring trail segment openings, or others.
3. Promote public awareness and support of the Anza Trail through such activities as encouraging local news media to feature the Anza Trail, sponsoring events, and identifying other activities which bring the trail to public attention.

The National Park Service agrees to

1. Coordinate the continued planning and implementation of the Anza Trail CMP.
2. Provide financial assistance for work mutually agreed to and performed as part of this agreement.
3. Be substantially involved in the management and execution of the project, as follows:
 - a. Prepare, as appropriate, other planning documents and reports of the Anza Trail to guide the activities X, Y, and Z in developing and maintaining the trail.
 - b. Take the necessary actions or ensure that others take such actions to fully comply with applicable federal laws and regulations (e.g. the National Environmental Policy Act and Section 106 of the Historic Preservation Act).
 - c. Work with X, Y, and Z to ensure that printed information about the Anza Trail for public distribution correctly reflects the national status of the Anza Trail and any applicable regulations about which users must be aware.
 - d. Provide, as appropriate, tools, equipment, supplies, and materials needed by X, Y, and Z for trail planning and development activities.
 - e. Provide training and assistance in trail planning, development, protection, and public relations to X, Y, and Z, as needed.
4. Assign a Government Technical Representative (GTR) and a Government Field Representative (GFR).
 - a. The GTR will administer this Cooperative Agreement.
 - b. The GFR will provide technical support, guidance, documentation, consultation, and

liaison with X, Y, and Z in connection with the tasks identified in the attached work plan.

Both NPS and X, Y, and Z agree to:

1. Work together to ensure that the Anza Trail is consistently and adequately signed, constructed, marked, interpreted, managed, and maintained as a national historic trail.
2. Cooperate to the fullest extent in all activities related to the Anza Trail to assure that the efforts of each party will complement those of the other. The parties will meet, have telephone conferences with agendas, or communicate in writing at regularly agreed upon times to plan and to discuss activities related to the Anza Trail, to determine ways of enhancing the project, and to encourage and enhance participation of all constituents.
3. Abide by the terms of Executive Order #11246 on nondiscrimination and not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure the participants are involved without regard to their race, color, religion, sex, or national origin.

ARTICLE III - TERM OF AGREEMENT

This Agreement will commence upon the date of the final signature and will be in effect for one year unless terminated as provided in Article V. The Agreement may be renewed on a yearly basis for four one-year option periods. Funding is subject to the availability of funds each fiscal year and will be provided in conformance with mutually approved annual plans and modifications to this agreement.

ARTICLE IV - KEY OFFICIALS

NATIONAL PARK SERVICE

X, Y, and Z

Executive Director

GFR (address, phone)

(address, phone)

ARTICLE V - AWARD, PAYMENT/INVOICES

1. Assistance under this Agreement may include the provision of financial assistance and/or the provision of property.

Financial assistance will be budgeted and funds awarded based on information contained on SF 424A, Budget Information-Non-construction, or on SF 424C, Budget Information-Construction, as applicable. Awards will be subject to the auditing and accounting policies and procedures outlined in the applicable Office of Management and Budget (OMB) Circulars.

2. Payment of financial assistance will be made through reimbursement arrangement as per the guidance established by the General Provisions for Cooperative Agreements (NPS-20, Release No.4, March 1994). For transfer of funds to occur, Standard Form 270 (SF 270) shall be submitted for each payment to the Pacific Great Basin Support Office, Planning and Partnerships Team, 600 Harrison Street, Suite 600, San Francisco, CA 94107. Funds transferred from the National Park Service will be sent to X, Y, and Z at [provide address]. X, Y, and Z will provide progress reports and requests for payment to the Pacific West Region at the above address. The Cooperative Agreement number and any applicable modification numbers should be cited. Any future modifications to this agreement will be mutually agreed upon and executed in writing by both parties and the Contracting Officer, based on the allocation of funds by Congress.

ARTICLE VI - PRIOR APPROVAL

In accordance with OMB Circular A-102 and the "Common Rule," 43 CFR Part 12., Subpart C, Paragraph 12.70.

Use of the Juan Bautista de Anza National Historic Trail marker and symbol by X, Y, and Z will require written permission of the NPS. NPS will provide X, Y, and Z with appropriate photo-mechanicals as needed.

ARTICLE VII - REPORTS AND/OR DELIVERABLES

Records and reports will be maintained by X, Y, and Z in accordance with General Provisions of the National Park Service Guideline NPS-20, Release No. 4, March 1994 and to the uniform reporting procedures for financial and technical reporting in OMB Circular A-102 and the "Common Rule," 43 CFR Part 12, Subpart C, paragraphs 12.80, 12.81, and 12.90.

A brief description of activities and accomplishments should accompany each invoice for reimbursement. A detailed annual report should be submitted to the GTR.

The recipient shall submit an original and two copies of a Financial Status Report (SF-269A) 15 days following the end of each quarter. A copy of the annual organization audit report will be submitted within 30 day of receipt by X, Y, and Z.

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION

In accordance with OMB Circular A-102 and the "Common Rule," 43 CFR Part 12, Subpart C, Paragraphs 12.80, 12.81, and 12.90, which establish property management standards and include the requirement for a biennial inventory of Government-furnished property. (Note: If applicable, list required reports, if other than shown in regulations references above.)

ARTICLE IX - TERMINATION AND MODIFICATION

This agreement may be terminated by either the NPS or X, Y, and Z by giving 30 days written notice to the other party.

The agreement may be amended by written mutual consent of the parties.

ARTICLE X - GENERAL AND SPECIAL/ADDITIONAL PROVISIONS

General Provisions

1. National Park Service Guidelines NPS-20 (Agreements Guideline) March 1994 edition.

Additional Provisions

1. Drug-Free Workplace Requirements (Grants), 43 CFR Part 12, Subpart D, Chapter 12.600 through 12.630.

2. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.6 (E) (2).

ARTICLE XI - ATTACHMENTS

1. X, Y, and Z Project proposal

2. SF 424, Federal Assistance

SF 424, Budget Information -- Non-Construction Program

(or 424C. Budget Information -- Construction Program)

Agreed Upon and Approved by:

NATIONAL PARK SERVICE

X, Y, and Z

Signature
Director, Pacific West Region
National Park Service

Signature
Name
Title

Date

Date

Contracting Officer

Date
