

600.111 Cooperative Agreement: Template

Agreement No. XX-XXXX-X-XXX

This agreement is by and between _____, called Recipient, United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

I. Authority

NRCS authority to enter into agreement is _____.

II. Purpose

The purpose of this agreement is _____.

III. BENEFITS TO EACH PARTICIPANT

IV. RESPONSIBILITIES

A. THE RECIPIENT WILL:

1. Provide _____ percent of the cost of the work described in Attachment C – Detailed Plan of Work and Schedule of Completion and Attachment B – Detailed Budget which are attached and incorporated as part of this agreement. This cost is estimated to be \$_____. **(Include if the Recipient will provide a percent of the cost.)**
2. **(Identify other items for which the Recipient is responsible.)**
- 3.
- 4.
5. Submit to the NRCS Technical Liaison a monthly status report and a final report within 30 calendar days after completion of activities covered by this agreement.
6. Request reimbursement monthly **(or quarterly if approved by FNM)** by submitting a completed form SF-270, Request for Advance or Reimbursement, with supporting documentation to NRCS. Refer to Attachment B – Detailed Budget which is incorporated as part of this agreement. Include a Vendor Identification Number (VIN) on the second line of the remittance address on all SF-270 forms submitted for payment in order for NRCS to make payment by electronic funds transfer. Total amount of reimbursement from NRCS will not exceed \$_____.

(Specify what type of documentation needed, and list expenditures by category, such as personnel hours and rates of pay, allowable acquisitions, overhead, etc. Must relate to the budget and programmatic authority and be allowable, allocable and reasonable. If the SF-270 is to be sent to a specific individual, identify that individual, including name, address, fax and phone number.)

(If an advance of funds is authorized, also include the following clause. Recipient must still provide documentation of expenditure of funds, as shown in attached budget.)

7. Advance payments may be made available for anticipated costs for the next 30-calendar day period by submitting a completed form SF-270, Request for Advance or Reimbursement. Request will include a certification that the funds requested are necessary to meet planned activities and will be utilized within 30 calendar days. Request will also include a plan showing expenditures to date and anticipated expenditures or outlays for that period. Request will also include a certification that there is an adequate system in place to track the use of advanced funds.

(If recipient does not have a Vendor Identification Number for electronic funds transfer in the FFIS payment system, include the following clause.)

8. If the recipient does not currently have a VIN, one may be obtained by submitting a completed Form SF-3881, Vendor/Miscellaneous Payments Enrollment, to: USDA-Officer of Finance Management – National Finance Center, P.O. Box 60000, New Orleans, LA 70160. A copy of the SF-3881 may be obtained from the NRCS liaison. The bottom portion of the form titled “FINANCIAL INSTITUTION INFORMATION” must be completed by the recipient’s bank or financial institution. Inquiries may be made to OFM/NFC Inquiry at 800-421-0323.

(If a different payment method will be used such as CCC payments using other than SF-270, describe that process. Paragraphs 6, 7 and 8 may be altered or deleted, as appropriate.)

9. Comply with the Attachment A - Special Provisions and Attachment D – Equal Opportunity for Construction (***if applicable***) which are attached and incorporated as part of this agreement.
10. Provide the following as a liaison:

	<u>Technical</u>	<u>Administrative</u>
Name:		
Address:		
Telephone No.		
Facsimile No.		
Email Address:		

(If any property or equipment is provided, include the following clause.)

11. Be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government owned property or equipment.

(If any publication is written or published, include the following clause. If an audiovisual is produced and has a direct production cost to the recipient of over \$5,000, include reference to audiovisual productions.)

12. Acknowledge NRCS support on any publications written or published or any audiovisual produced with NRCS financial support and, if feasible, on

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any publication reporting the results of, or describing, this supported activity.

(If additional provisions specific to the agreement are needed they can be included as an attachment F.)

13. Comply with provisions of attachment F, which are incorporated as part of this agreement.

B. NRCS WILL:

(Be specific on what NRCS will do or provide under the agreement. Must adhere to the requirements of the type of agreement, i.e. cooperative agreement, grant agreement, etc. If any equipment, supplies, office space, records, etc. are to be provided, identify in this section. Note that government vehicles may be made available to conservation districts only if they meet the property damage and bodily injury liability insurance requirements of GM 120-405.23(m). In accordance with AGPMR 104-38.5003, the Agency Head or designee must approve in advance the loan of government vehicles to any other entities outside the Federal government.)

1. Provide _____ percent of the cost of the work described in Attachment C – Detailed Plan of Work and Schedule of Completion and Attachment B – Detailed Budget which are attached and incorporated as part of this agreement. This cost to NRCS will not exceed \$_____.
- 2.
- 3.
- 4.
5. Reimburse **or advance funds (if approved)** upon receipt and approval of form SF-270, Request for Advance or Reimbursement. Items of work approved for reimbursement/**advance** are shown in the Attachment B – Detailed Budget which is incorporated as part of this agreement.
6. Provide the following as a liaison:

Technical

Administrative **(may be the same individual identified in IV.A. 7.to receive SF-270)**

Name:
Address:

Telephone No.
Facsimile No.
Email Address:

V. IT IS MUTUALLY AGREED:

- A. This agreement is effective through _____. It may be renewed by amendment until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed.

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- B. Employees of the recipient shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

(The following Clause C. as required by General Manual, Title 110, Part 405.405.15 the following clause C. regarding employees of NRCS is to be adapted and included in any Cooperative Agreement where money or personnel are exchanged, or where NRCS will designate an employee to serve as liaison to the organization.)

- C. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of [the partner or other non-Federal entity with whom NRCS is entering into the agreement] or any member [entity]. They also shall not assist [the entity] or any member [entity] with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with [entity], or any member [entity], concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
- D. This agreement may be amended in writing by mutual consent of the parties to this agreement.
- E. This agreement may be terminated by either party by written notice to the other party(ies) at least 30 days in advance of the effective date of the termination.**
- F. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
- G. NRCS may terminate this agreement in whole or in part if NRCS determines the recipient has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the recipient.
- H. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the recipient is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- I. Privacy of personal information relating to natural resources conservation programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).
- J. This agreement is effective the date it is signed by both parties.
- K. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

INSERT NAME OF RECIPIENT _____

By _____

This action was authorized at an official meeting of ***(Insert name of recipient)*** on the _____ day of _____, 20____, at

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Title _____ (City),
_____ (State)
Date _____
TIN _____
Attest: _____
_____ (Signature)
Title _____

**U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: _____

Title: _____

Date: _____

(List attachments, as appropriate. Attachments B – D would result from negotiations with the recipient)

Attachment A – Special Provisions

Attachment B – Detailed Budget

Attachment C – Detailed Plan of Work and Schedule of Completion

Attachment D – Form SF-424