

## 1. Programmatic Requirements

### 1.1. Scope of the Agreement

The Government and the Recipient are bound to each other by a duty of good faith and best effort to achieve the goals of the agreement. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

#### Statement of Work

The USACE, Walla Walla District, develops and operates water resources and public lands within the Dworshak Project area, delivering engineering solutions to support the nation's water resources and public safety. The goal of this cooperative agreement is to provide flood control infrastructure maintenance, effective environmental and recreational resource management, enhance public engagement, and training and education opportunities.

This cooperative agreement will help further USACE's national objectives, aligning with our mission to provide vital public engineering services, and priorities of water resources management, environmental sustainability, and public safety. Specifically, the purpose of this agreement is to offer job training/experience for college age youth (ages 16+) interested in working in the natural resources field and will entail three, one-week sessions over a five-month period.

#### 1.1.1 EDUCATION AND STEWARDSHIP OBJECTIVES:

The Corps stewardship covers a wide range of opportunities that allow work in a natural resource-oriented environment, as well as acquisition of strong ethics regarding proper management and use of public land resources. By utilizing these opportunities participants will receive technical, applied, and practical job training/skills and education otherwise not available.

Scope of work is developed by the Lead Ranger or Project Manager and may include maintenance services on Corps lands consisting of but not limited to, flood risk reduction through flood control infrastructure maintenance that includes vegetation and debris removal, park maintenance, vegetation management, invasive species management, recreation trail construction, refurbishment, and maintenance, landscaping, and prescribed burning. Specific sites where work may be conducted include: lands, infrastructure, and waters managed by Dworshak.

Each specific project proposed under this Agreement will be individually evaluated by both parties to make certain that it meets the education and stewardship objectives set forth herein, and that it will not displace any government workers nor impair existing contracts for service.

#### 1.1.2 BENEFITS:

Training future members of the natural resources community so that they will have the experience necessary to complete their education. The recipient will benefit by learning outdoor ethics and work skills. They will gain exposure to tasks that benefit the environment and aid in improving public lands and water. The recipient may take advantage of resource opportunities available only under a cooperative agreement.

## 2. OBLIGATION OF THE PARTIES:

### 2.1. The Recipient will:

- Recruit, select, and enroll eligible participants and refer appropriate participants to USACE in accordance with available funds, Federal regulations, needs of participants, and the terms of this Agreement. Enrollees shall be at least 16 years of age.
- Indemnify USACE against any liability for damage to life or property arising from the actions or omissions of Recipient's employees, contractors, or agents. Such protection from damages may be provided by commercial insurance or self-insurance. USACE shall be liable for its actions and omissions in accordance with the Federal Tort Claims Act, as applicable.
- Reserve the right to terminate or reassign enrollees to other activities in accordance with the enrollee's program objectives. Reasonable notice of reassignments will be provided to USACE.
- Provide crews available for scheduling work at mutually agreed times during the performance period.
- Provide a supervisor to direct work who will be responsible for all supervision and discipline of participants assigned to scopes of work under this agreement.
- Assure that training accomplishment is documented for each participant under this agreement. These records shall be available to USACE for review.
- Ensure that each enrollee is properly equipped and dressed for work to be accomplished. This will include a work jacket, work shirt, work trousers, hard hat, gloves, and a pair laced safety work boot, if required.
- Perform work in accordance with EM 385-1-1, "U.S. Army Corps of Engineers Safety and Health Requirements Manual," and FED-OSHA regulations. EM 385-1-1 can be downloaded from: <http://www.usace.army.mil/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/>.
- Arrange for transportation to and from work sites, ensure participants bring food and water as required for rest breaks, and provide for first aid and other customary supervisory care of the participants at the work sites.
- Provide basic hand tools such as shovels, loppers, hand saws, wheelbarrows, rakes, etc.
- Provide basic gas-powered tools such as string trimmers, hedge trimmers, chainsaws, etc. and associated training with these tools.
- Provide applicable Personal Protection Equipment (PPE) for recipient supplied tools.
- Ensure that all tools and equipment provided by USACE are returned to USACE in a like condition as when loaned, except for normal wear and tear.
- Act in conformance with State and Federal laws and regulations pertaining to Wage and Hours.

### 2.2. The Dworshak Office will:

- Submit project information in support of scopes of work, including objectives and

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locations, diagrams, specifications, location maps, schedules, and other required details.

- Supply sufficient materials as applicable, heavy equipment and special tools not provided by the recipient including additional required personal protective equipment, or special labor support, as required to perform each scope of work.
- Ensure there is sufficient work to productively occupy the enrollees during scheduled work hours.
- Assign a Dworshak employee to serve as a point of contact (POC) and resource advisor for the duration of this agreement, to provide technical assistance to the crew supervisor, provide specific task instruction, instructions on the proper use of tools and materials, demonstrate task completion, and otherwise engage and encourage the work crew.
- Coordinate work schedules to accommodate participation in education, vocational training, counseling, or related activities.

### 2.3. Performance Reports

Recipient shall submit performance progress reports and financial reports monthly (in the months when work occurs). Report shall contain a narrative of work performed during the season and detail how goals and objectives were met.

### 2.4. Modifications

- Modifications to this agreement may be proposed by either party, but neither party shall implement a change until the change has been negotiated and approved by the Government's Grants Officer. Change proposals shall be submitted in writing and shall detail the technical, schedule, and financial impacts of the proposed modification. Only the Grants Officer has the authority to act on behalf of the Government to change this agreement.
- Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 2 CFR § 200.308.
- The Grants Officer may unilaterally issue modifications for minor or administrative matters, such as changes in key personnel, paying office, etc.

### 2.5. Subawards

- The Recipient shall apply to each subaward the administrative requirements of 2 CFR 200 applicable to the particular type of subrecipient.
- Recipients awarding contracts under this agreement shall ensure that contracts awarded contain, at a minimum, the provisions 2 CFR Part 1120 and Appendix II to CFR Part 200.

### 2.6. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with 2 CFR 200.