



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 2007-CA-11061200-015	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 5
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Siuslaw National Forest 4077 SW Research Way PO Box 1148 Corvallis, OR 97339-1148	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): same	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Cascade Pacific Resource Conservation and Development Area, Inc. 305 SW C Ave., Suite 5 Corvallis, OR 97333-4400 Benton County	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: n/a
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add \$130,937 FS funding
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Update to current Forest Service Provisions applicable to Cooperative Agreements.
<input type="checkbox"/>	OTHER (Specify type of modification): n/a

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Additional funding is made available under the authority of Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input checked="" type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: US Forest Service Award Provisions Update (5 pgs), SF424, SF424A, SF424B, AD1047, AD1049, Certification Regarding Lobbying, March 9, 2010 Letter of Request Re: Modification #5

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE 	11.B. DATE SIGNED 4/27/10	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JACQUELINE M. NICHOLS	KARL MORGENSTERN PRESIDENT	11.F. NAME (type or print): JEREMIAH C. INGERSOLL	
11.G. TITLE (type or print): Conservation Planner/Stewardship Coordinator		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: VON M. ERKERT U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 4/28/10
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ATTACHMENT 1: US FOREST SERVICE AWARD PROVISIONS UPDATE

Jacqueline M. Nichols
Cascade Pacific RC&D

2007-CA-11061200-015
Coast Range Stewardship Initiative

This grant/cooperative agreement is amended with the following provisions:

Insert Provision A.1. LEGAL AUTHORITY.

Recipient shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

Insert Provision A.2. COLLABORATIVE ARRANGEMENTS

Where permitted by terms of the award, a Recipient may enter into collaborative arrangements with other organizations to jointly carry out activities with agreement funds.

Insert Provision A.3. STATEMENT OF SUBSTANTIAL INVOLVEMENT

The Forest Service anticipates involvement in this Cooperative Agreement and intends on being substantially involved in the following way(s): Projects submitted by the recipient have been reviewed and approved by the Regional Forester.

Insert Provision A.4. NON-LIABILITY

Forest Service does not assume liability for any third party claims for damages arising out of this instrument.

Insert Provision A.6. NOTICES

Any communications affecting the operations covered by this agreement given by the Forest Service or the Recipient is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the grant/agreement.

To Recipient, at the Recipient's address shown in the grant/agreement or such other address designated within the grant/agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

Insert Provision A.13. USE OF FOREST SERVICE INSIGNIA

In order for the Cooperator to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.

Insert Provision B.1. MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

Insert Provision B.4. DRUG-FREE WORKPLACE

1. The Recipient/Cooperator agrees that it will publish a drug-free workplace statement and provide a copy to each employee who is engaged in the performance of any project/program that receives Federal funding. The statement must:

- a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- b. Specify the actions the recipient will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Must abide by the terms of the statement, and
 - (2) Must notify the Cooperator in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than 5 calendar days after the conviction.

2. The Recipient/Cooperator agrees that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon the employee for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.
4. The Recipient/Cooperator agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award/agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after the Recipient/Cooperator learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the Recipient/Cooperator must either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Insert Provision B.6. ELIGIBLE WORKERS

The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this instrument.

Insert Provision C.4. PRE-AWARD COSTS FOR INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS.

Pursuant to 2 CFR 215.25 (e)1, pre-award costs incurred as of March 1, 2007 are hereby authorized under this award.

Strike Provision 2. FINANCIAL STATUS AND CASH REPORTING

Insert Provision D.2. FINANCIAL STATUS REPORTING

A Federal Financial Report, form SF-425, or Federal Financial Report Attachment, SF-425A (for reporting multiple grants), must be submitted annually. The final SF-425 or SF-425A must be submitted either with the final payment request, or no later than 90 days from the expiration date of the instrument. These forms may be found at www.whitehouse.gov/omb/grants_forms.

Strike Provision 11. ADVANCE PAYMENT.

Insert Provision E.7. ADVANCE PAYMENTS – FINANCIAL ASSISTANCE

Advance payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and shall be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the U.S. Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and U.S. Forest Service regulations. Advance payments shall not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If recipient receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award shall be returned to the U.S. Forest Service.

The invoice shall be sent to:

USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109
FAX: 877-687-4894

Insert Provision E.14. AWARD/INSTRUMENT CLOSE-OUT

The Recipient/Cooperator shall close out the grant within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the instrument must be submitted to the Forest Service by the Recipient/Cooperator.

If this instrument is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

~~Strike Provision 12. PROGRAM PERFORMANCE REPORTS~~

Insert Provision F.1. PROGRAM PERFORMANCE REPORTS

The Recipient/Cooperator shall monitor the performance of the grant/agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

1. A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
2. Reason(s) for delay if established goals were not met.
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Recipient/Cooperator shall submit annual performance reports to the Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the Recipient/Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the grant/agreement.

Insert Provision F.2. PROGRAMMATIC CHANGES

The Recipient/Cooperator shall obtain prior approval for any change to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

Insert Provision F.3. NOTIFICATION

The recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this grant. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Insert Provision F.4. CHANGES IN KEY POSITIONS AND PERSONNEL

Any revision to key positions and personnel identified in the application for this award require prior, written approval from the U.S. Forest Service Program Manager. All technical positions are considered Key Personnel by the U.S. Forest Service. Failure on the part of the recipient to obtain prior, written approval when required may result in the disallowance of costs.

Insert Provision G.2. FREEDOM OF INFORMATION ACT

Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

Insert Provision H.5. BUY AMERICAN ACT

Federal law requires that any equipment and products purchased with Federal funds be, to the extent practicable, American-made.

~~Strike Provision I. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS.~~

Insert Provision I.1. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA

The Cooperator shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this instrument.

Insert Provision J.2. TERMINATION BY MUTUAL AGREEMENT

This instrument may be terminated, in whole or part, as follows:

1. When the Forest Service and Recipient/Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the Recipient/Cooperator to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the grant must not accomplish the purpose for which the grant was made, the Forest Service may terminate the award upon 30 days written notice.

If, in the case of a partial termination, the Forest Services determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the Recipient/Cooperator shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to the Recipient/Cooperator for the U.S. Federal share of the non-cancelable obligations properly incurred by the Recipient/Cooperator up to the effective date of the termination. Excess funds

Insert Provision J.7. DISPUTES

- a. Any dispute under this award must be decided by the Forest Service Program Manager. The Program Manager shall furnish the recipient a written copy of the decision.
- b. Decisions of the Forest Service Program Manager shall be final unless, within 30 days of receipt of the decision of the Program Manager, the recipient appeals the decision to Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision must be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal must be concurrently furnished to the Program Manager.
- c. In order to facilitate review on the record by the Director, AQM, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- d. A decision under this provision by the Director, AQM is final.
- e. The final decision by the Director, AQM does not preclude the Cooperator from pursuing remedies available under the law.

Insert Provision J.8. DEBARMENT AND SUSPENSION

The Cooperator shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal

letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Insert Provision L.2. COPYRIGHTING

The Cooperator is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this instrument. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by the Cooperator under this agreement.
2. Any right of copyright to which the Cooperator purchases ownership with any federal contributions.

~~Strike Provision 4. MODIFICATION~~

Insert Provision M.1. MODIFICATIONS

Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

~~Strike Provision 7. COMMENCEMENT/EXPIRATION DATE~~

Insert Provision M.2. COMMENCEMENT/EXPIRATION DATE

This instrument is executed as of the date of the last signature and is effective through **February 29, 2012** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



United States
Department of
Agriculture

Forest
Service

Pacific
Northwest
Region

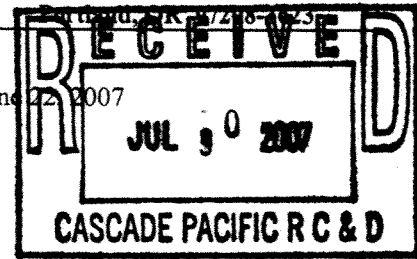
333 SW First Avenue
P. O. Box 3623

File Code: 1580

Date: June 22, 2007

Subject: Cooperative Agreement No. 2007-CA-11061200-015
Cascade Pacific Forest Stewardship Initiative

To: Jerry Davis, President
Cascade Pacific Resource Conservation and Development Area, Inc.
305 SW C Ave., Suite 5
Corvallis, OR 97333-4400



Upon execution of this document, an award in the amount of \$149,814 is made under the authority of the Wyden Amendment, Section 323 PL 105-277, as amended and accepted for the purpose described in the Program Description dated April 26, 2007 and the Project List dated May 29, 2007. The application for federal financial assistance dated May 30, 2007 submitted on behalf of your institution/organization is incorporated and made a part of this award. The award is subject to the requirements set forth below.

This is an award of Federal Assistance and as such is subject to the Office of Management and Budget OMB Circular A-110 as implemented by USDA regulations 7 CFR 3019, 7 CFR 3015, OMB Circular A-122 and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. The OMB Circulars are available on the internet at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

The following administrative provisions apply to this award:

1. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS.** Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. **FINANCIAL STATUS AND CASH REPORTING.** A Financial Status Report Form SF-269a, or SF-269 shall be submitted annually. The final Form SF-269a or SF-269 shall be submitted either with the final payment request or no later than 90 days from the expiration date of the instrument.
3. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this instrument is not available for reimbursement of recipient purchase of equipment and supplies.
4. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.

5. **NONDISCRIMINATION.** The recipient shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities
6. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.



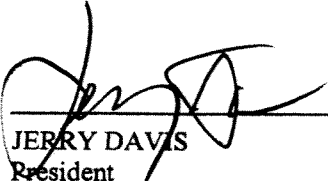
Caring for the Land and Serving People

Printed on Recycled Paper



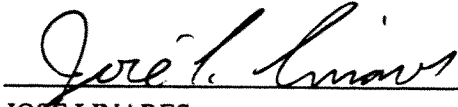
7. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through February 29, 2012 at which time it will expire unless extended. Pre-award costs for program expenditures are authorized beginning March 1, 2007.
8. PRINCIPAL CONTACT. The principal contacts for this instrument are:
- | | |
|--|---|
| <u>Applicant Project Contact</u>
Jackie Nichols
Cascade Pacific RC&D
305 SW "C" Ave., Suite 5, Corvallis, OR 97333
Phone: 541.757.4807
Fax: 541.754.1538
email: cprcd@qwest.net | <u>Applicant Administrative Contact</u>
Jennifer Held
Cascade Pacific RC&D
305 SW "C" Ave., Suite 5, Corvallis, OR 97333
Phone: 541.757.4807
Fax: 541.754.1538
email: cprcd@qwest.net |
| <u>Forest Service Project Contact</u>
Mary Zuschlag, Siuslaw National Forest
Pacific NW Region, USDA Forest Service
PO Box 3623, Portland, OR 97208
Phone: 541.750.7015
Fax: 541.750.7142
email: mzuschlag@fs.fed.us | <u>Forest Service Administrative Contact</u>
Jill Zan, Rogue-Siskiyou National Forest
Pacific NW Region, USDA Forest Service
PO Box 520, 333 West 8 th Street, Medford, OR 97501
Phone: 541.858.2230
Fax: 541.858.2224
email: jzan@fs.fed.us |
9. COPYRIGHTING. No original text or graphic produced and submitted by the Forest Service shall be copyrighted. See 7 CFR 3019.36.
10. ELECTRONIC FUNDS TRANSFER. The recipient shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:
- The payment recipient does not have an account at a financial institution.
 - EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.
 - The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.
- To initiate receiving your payment(s) by electronic transfer, please register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.
11. ADVANCE PAYMENT. The recipient is approved to submit requests on an advance payment basis for estimated costs, that shall not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. Any funds advanced, but not spent, upon expiration of this instrument shall be returned to the Forest Service. Request for advance payments shall be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and shall be submitted no more than monthly. Submit original invoice(s) for payment to:
- USDA Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109

12. PROGRAM PERFORMANCE REPORTS. Submit a performance report annually. The final performance report shall be submitted either with your final payment request, or not later than 90 days from the expiration date of the instrument.



JERRY DAVIS
President
Cascade Pacific Resource Conservation
and Development Area, Inc.

6-25-07
Date



JOSE LINARES
Forest Supervisor
Siuslaw National Forest
Region 6, USDA Forest Service

6/26/07
Date

USFS Use only: NFTM1207 - \$49,820.00
SC061207 - \$99,364.00

April 26, 2007

**Program Description
for
Cascade Pacific Stewardship Program
Federal Financial Assistance Cooperative Agreement
between
Cascade Pacific Resource Conservation & Development Area, Inc. (CPRCD)
and
USDA Forest Service**

I. PURPOSE

This Program is for the purpose of facilitating cooperation between CPRCD and the Forest Service in specific restoration, enhancement, or protection efforts in areas that contribute to improving conditions on federal lands. The Parties have a common interest in improving or protecting the current watershed conditions within the Oregon Coast Range. This Program provides for the interchange of technical assistance, services, and funds as specifically outlined below to meet the mutually agreed upon objectives of the project.

II. PROJECT AREA

This Program applies to activities on and relating to federal, state, county, city, tribal, and private land holdings within Lane, Lincoln, Benton, Tillamook, Douglas and Polk Counties that affect or have the potential to affect watershed and aquatic conditions on public lands administered by the Siuslaw National Forest.

III. OBJECTIVES

A. The objectives of this cooperative effort are:

1. To make available funds that will be utilized for projects that restore, protect, or support the social, biological, physical or economic conditions within a defined geographic area. The projects must benefit public lands and resources administered by the Siuslaw National Forest.
2. Engage a wide range of partners by seeking participation and project proposals from federal, state, county, city, tribal, and private individuals or groups. When selecting projects, CPRCD may consider opportunities available, technical review, the recommendations from local groups and USFS, and the evaluation criteria. CPRCD shall then recommend projects for funding to the Forest Supervisor.
3. To fund projects that meet local and rural community needs.

IV. RESPONSIBILITIES OF THE PARTIES

A. CPRCD SHALL:

1. Award funds to projects that meet the criteria of this Cooperative Agreement as follows:
 - a. By soliciting projects utilizing a Request for Proposals (RFP) process
 - b. By responding to opportunities for projects, or modifications to projects, that arise between Requests for Proposals
2. Sponsor a Request for Proposal (RFP) process at the minimum of once annually, dependent on availability of funds. This process shall include identifying priority watersheds; developing a proposal packet and timeline; advertising the RFP, with an emphasis on local partners; and asking technical team(s) to evaluate proposals and submit recommendations for funding to CPRCD, as needed.

3. Do the following for all projects funded through this Agreement:
 - a. Receive proposals at CPRCD.
 - b. Secure USFS's review, evaluation, and approval of proposals to be funded, at Forest and Regional levels, as needed.
 - c. Approve projects for funding.
 - d. Provide to USFS the paperwork necessary to fund and modify this Cooperative Agreement.
 - e. Announce awards to applicants after confirmation of funding approval from USFS.
 - f. Secure a contract and/or watershed restoration and enhancement agreement with Project Sponsor, if needed. Project agreements shall specify that Project Sponsor shall meet all applicable federal, state and local regulations and shall secure all necessary permits prior to beginning work. CPRCD shall provide contract management for all projects.
 - g. Track and request follow-up monitoring reports from project sponsors per project contracts. Send reports to designated USFS contact.
4. Utilize USFS funds from Section IV.B.2. (*below*) to provide program management including collaborative services to build and maintain local partnerships; to perform public outreach, and to provide contract and fiscal management services.
5. Provide a Final Report summarizing program accomplishments at the end of this Agreement. The production of this report shall be proportionate to the amount of funds available for producing the report.

B. THE FOREST SERVICE SHALL:

1. Provide funding, as available and authorized by the Forest Supervisor. Funding will vary on an annual basis depending on budgets and the items selected for implementation and funding.
2. Provide CPRCD with funding equal to an additional 23.3% of the project funds awarded for CPRCD's indirect costs to administer this program and provide collaborative and fiscal management services.
3. Participate in the selection process and come to agreement on the evaluation criteria.
4. Certify that projects proposed for funding meet the legal intent of section 334 of the FY1998 Appropriation Act and other authorities appropriate to the funding source(s).
5. Provide technical assistance in the development, design, and implementation of restoration projects, as time and budget allows.
6. Review and approve final work products.
7. Assure that any necessary environmental assessment and consultation work is completed prior to project implementation.
8. Pay proportionally any required audit costs associated with expenditures of federal funds administered by CPRCD.
9. Work to complete the processes necessary for approval of projects and awarding funds in a timely manner.

C. IT IS MUTUALLY AGREED THAT:

1. CPRCD and the Forest Service will meet as needed to review matters covered by the Agreement and to come to agreement on actions to implement this agreement including, but not limited to: (1) any changes in the area of cooperation, (2) the development of the proposal packet, and (3) the responsibilities of each cooperator.

VIL LIABILITY

It is understood that each party will be responsible for his/her own acts and results thereof.

RECOMMENDED BY:

Jose L. Linares
Jose Linares
Siuslaw National Forest Supervisor
PO Box 1148
Corvallis, OR 97339-1148

Date: 5/7/07

The terms of this Cooperative Agreement are agreed upon by:

Cascade Pacific Resource Conservation and Development Area, Inc.:

BY:

Jerry Davis
Jerry Davis, President
Cascade Pacific RC&D
305 SW "C" St., Suite 5, Corvallis, Or 97333-4400

Date: 5-8-07

FOREST SERVICE:

BY:

N/A per Van Erkert
Linda Goodman, Regional Forester
USDA Forest Service, Pacific Northwest Region
Portland, OR 97208

(9/19/07)

Date: _____