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COOPERATIVE AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This Cooperative Agreement is made and entered into between the District of Columbia, Department of Employment Services, and the United States Department of Agriculture (USDA), Forest Service - Northeastern Area State and Private Forestry (FS).

I. BACKGROUND

On September 21, 1993, the President signed Public Law No. 103-82, the National and Community Service Trust Act of 1993 (Act). The Act established the AmeriCorps Program to enhance opportunities for national service, to address the unmet human, educational, environmental, and public safety needs of the Nation, and to provide tangible benefits to the communities in which national service is performed. The AmeriCorps program will officially start Nationwide in September of 1994. FS has applied to the Corporation for National and Community Service for a grant and approval to conduct a year-long national service program throughout the Nation, including the District of Columbia.

The Secretary of Agriculture and the Mayor of the District of Columbia have jointly agreed to conduct cooperatively a pilot community service project within the Nation's capitol during the summer of 1994. FS has asked to participate in this pilot program in order to gain experience in conducting community service projects and in order to further the cooperative urban forestry program of FS and the District of Columbia. Experience gained by FS and the District of Columbia in conducting a pilot summer community service program will be applied to the year-long program.

The participants in the program will be a diverse mix of 10 school-aged residents of the District whose service will help address the District's human and environmental needs. FS will provide funds, personnel, and equipment to carry out the technical aspects of the program and the District will provide funds, personnel, and equipment to manage the selection, supervision, and support of the program participants.

Because the District of Columbia is the Department's primary host city, the Department has a substantial interest in contributing to the welfare of the community in which it is located. This summer community service program will involve its participants in activities such as watershed protection, soil conservation, water body improvement, and environmental education efforts. The District will have the option of running the program through a District of Columbia Youth Service Corps.

II. PURPOSE AND OBJECTIVES

The purpose of this cooperative agreement is to establish a pilot community service project within the District of Columbia to run from July 1, 1994, to September 15, 1994. The pilot project will help improve environmental conditions in Washington, D.C., provide valid work experience and training to 20 community service program participants, and assist FS in developing experience in running a community service program relating to urban forestry.

III. AUTHORITY

FS enters this agreement under the authority of the Cooperative Forestry Act of 1978, as amended, 16 U.S.C. § 2106.

IV. RESPONSIBILITIES

A. *The District will--*

1. Act as the Project Coordinator.

To help the program succeed, the District will assist FS by identifying and working with participating agencies and entities. The District will work closely to coordinate activities so that programs and projects developed meet the needs of both the participants and the public. The District will appoint an overall project coordinator and will provide the necessary equipment and supplies to carry out its responsibilities under this agreement.

2. Select Participants.

The District will select the 10 school-aged District resident participants from a diverse mix of cultural and economic backgrounds.

3. Operate the Youth Service Corps.

The District will operate a Youth Community Service Corps that will complete the projects and provide training to develop the potential of the participants. The Youth Community Service Corps will manage the selection, supervision, and support of the program participants. The District will provide participants with a \$1,000 educational grant upon successful completion of the program.

B. FS will--

1. Provide funding for equipment and personnel as identified in the attached budget.

2. Provide technical assistance to carry out the National Service pilot program. FS shall appoint a technical representative to coordinate the FS participation in this project.

3. Provide trainers in environmental disciplines.

4. Pay participants a stipend for their work performed under this agreement.

V. PROJECT OUTPUTS - DEPARTMENT OF PUBLIC WORKS, TREES &

LANDSCAPE DIVISION

The Project output will utilize the participants in the project to assist in cleaning tree box spaces and city streets. Corps members will be assigned to clean twenty (20) cart route areas on a daily basis using push brooms, rakes and push carts. The group will be assigned to clean the tree box spaces and lawn areas of each route. The subject area will be mowed or the most compacted soil tilled, depending on which is most applicable. Wood chips will be placed in the tree space areas. Hours of operation for the crew will be 7:00 a.m. to 3:30 p.m.

This project was identified as a high priority item by District of Columbia government agencies and completion will accrue both environmental and aesthetic values to the District and will further the cooperative urban forestry program between FS and the District. All activities are to be completed by September 30, 1994.

VI. FUNDING AND PAYMENT PROCEDURES

A. Reimbursement by Forest Service shall not exceed the estimated amounts indicated for FY 1994.

FY 1994 \$40,530.00

The budget for the cooperative agreement is presented in the Appendix.

B. Invoices for reimbursement shall be submitted by the District on Request for Advance or Reimbursement Form SF-270 to Forest Service and will cover all expenses incurred during the period. Invoices will cite the agreement number, fund citation, remittance address, and billing period. Invoices along with support documents are to be submitted to:

USDA-Forest Service
5 Randor Corporate Ctr., Suite 200
P.O. Box 6773
Radnor, PA 19087-8775
ATTENTION: Budget & Fiscal

cc: USDA-Forest Service

c/o UDC-Cooperative Extension Service
901 Newton Street, X.E.
Suite 310
Washington, DC 20017

ATTENTION: Gracie Joy - Metro Forester

VII. GENERAL PROVISIONS

A. In accordance with 7 C.F.R. § 3015.205(c), and as a condition of this cooperative

agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those in 7 C.F.R. § 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

B. As a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with the Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, and Treasury Circular 1075, Regulation Governing Withdrawal of Funds from the Treasury for Advances Under Federal and Other Programs.

C. The District of Columbia certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act, as they apply to employees of State and local governments.

D. This agreement meets the requirements for cooperative agreements as set forth in 31 U.S.C. § 6305. It is a transfer of resources that accomplishes a public purpose, and substantial involvement is expected between FS and the District in carrying out this activity.

E. No member of, or delegate to, Congress or resident commissioner, and no officer, agent, or employee of the Government shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

F. In accordance with FS Property Management Regulations-Temporary Regulation A-2, the program or activities conducted under this agreement shall be conducted in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, and other applicable nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. Part 15, Subparts A and B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance from the Department of Agriculture or any agency thereof or in any program or activity conducted by the Department.

G. The activities under this agreement will be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 702, and 7 C.F.R. Part 3017, Subpart F.

H. Employees of the District of Columbia shall not be considered Federal employees or agents of the United States for any purpose under this agreement.

I. The District will comply with the requirements of Restrictions on Lobbying and certify that (applicable if commitments under this agreement are \$100,000 or more)--

1. No Federal appropriated funds have been paid or will be paid, by or on behalf

of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been or will be paid to any person for influencing an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," (copy attached) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. The District will give FS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.

K. Any equipment procured by the District of Columbia under this agreement will belong to the District for continued utilization.

VIII. AMENDMENT, EFFECTIVE DATE, AND TERMINATION

A. This agreement will become effective upon signature of both of the parties below and shall remain in effect until September 30, 1994.

B. This agreement may be amended in writing at any time by mutual agreement of the parties.

C. This agreement may be terminated by either party hereto upon written notice to the other party at least 30 days in advance of the effective date of the termination. This agreement for services can be terminated by FS if FS determines that the District has failed

to comply with the provisions of this agreement. Should this agreement be terminated, the District will bill FS and be reimbursed for services provided up to the effective date of the termination upon FS acceptance and approval of the FS technical representative.

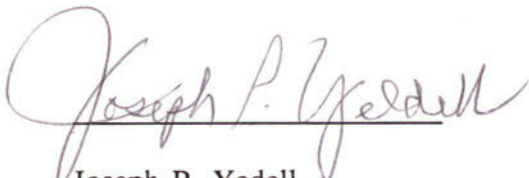
Allen Schacht, Area Director

Northeastern Area State

Private Forest

USDA Forest Service

Date: _____



Joseph P. Yedell

Acting Director

Department of Employment Services

District of Columbia

Date: 7/5/94

COOPERATIVE AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURE RESEARCH SERVICE

This Cooperative Agreement is made and entered into by the District of Columbia, Department of Employment Services (hereinafter referred to as "Cooperator" or "District"), and the United States Department of Agriculture (USDA), Agriculture Research Service (hereinafter referred to as "ARS").

Whereas, Public Law No. 103-82, the National and Community Service Trust Act of 1993 (Act), established the AmeriCorps Program to enhance opportunities for national service, to address the unmet human, educational, environmental, and public safety needs of the Nation, and to provide tangible benefits to the communities in which national service is performed. The AmeriCorps program will officially start Nationwide in September of 1994. ARS has applied to the Corporation for National and Community Service for a grant and approval to conduct a year-long national service program in the District of Columbia;

Whereas, the Secretary of Agriculture and the Mayor of the District of Columbia have jointly agreed to cooperatively conduct

a pilot community service project within the Nation's capitol during the summer of 1994;

Whereas, ARS has asked to participate in this pilot program in order to gain experience in conducting community service projects and in order to further the cooperative efforts of ARS and the District of Columbia in support of ARS research activities at the United States National Arboretum (hereinafter referred to as "Arboretum"), located in the District of Columbia. Experience gained by ARS and the District of Columbia in conducting a pilot summer community service program will be applied to the year-long program;

Whereas, the participants in the program will be a diverse mix of 11 school-aged residents of the District whose service will help address the District's human and environmental needs. ARS will provide funds, personnel, and equipment to carry out the technical aspects of the program and the District will provide funds, personnel, and equipment to manage the selection, supervision, and support of the program participants.

Whereas, the District of Columbia is the Department's primary host city, and the Department has a substantial interest in contributing to the welfare of the community in which it is located.

Whereas, the District and ARS have a mutual interest in the maintenance and support of the Arboretum. This summer community service program will involve its participants in renovation, maintenance, and support projects at the Arboretum. The Arboretum is a significant ecological "green" buffer in an urban area within the District and has considerable possitive effects on the environment of the local community. The Arboretum is an attraction for tourists and other visitors to the community as well as a recreational opportunity within the urban environment. The District and ARS also have a mutual interest in the germplasm maintained and developed at the Arboretum, which plant materials are beneficial to the soil, air, and water of the District;

Whereas, the District will have the option of running the program through a District of Columbia Youth Service Corps; and

Whereas, it is the intention of the parties to this Cooperative Agreement that such work shall be for their mutual benefit and the benefit of the people of the United States.

Now, Therefore, for and in consideration of the promises and mutual covenants herein contained, and other goods and valuable considerations, the parties hereby mutually agree with each other as follows:

I. AUTHORITY

ARS enters this agreement under the authority of 7 U.S.C.
§ 3318(b).

II. RESPONSIBILITIES

A. The Coperator agrees to:

1. Act as Project Coordinator.

The Cooperator agrees to prepare, in consultation with ARS, plans for a 10 week equivalent Summer 94 community service program at the Arboretum. This program will consist of 11 participants which will be considered a crew of 10 and 1 crew leader. To help the project succeed, the Cooperator will assist ARS by identifying and working with participating agencies and entities. The District will work closely to coordinate activities so that programs and projects developed meet the needs of both the participants and the public. The District will appoint an overall project coordinator and will provide the necessary equipment and supplies to carry out its responsibilities under this agreement.

2. Operate the Youth Service Corps.

The District will operate a Youth Community Service Corps that will complete the projects and provide training to develop the potential of the participants.

The Youth Community Service Corps will manage the selection, supervision, and support of the program participants. The District will select the 11 school-aged District resident participants from a diverse mix of cultural and economic backgrounds, provide initial training, provide a means of transportation to the Arboretum, provide supervision, provide leadership and development training, and provide evaluation of the participants. The District will provide participants with a \$1,000 educational grant upon successful completion of the program.

3. Initiate and conduct the program so that participants can start by the week of July 5, 1994 and finish by August 29, 1994.

B. ARS agrees to:

1. Assist in the planning of projects, order all supplies, schedule the crews appropriately, move the crews between projects at the Arboretum, and provide an area for the Cooperator crews to meet, receive instructions and training,
2. Provide technical knowledge to support the work crew, evaluate the quality of completed projects, and request

any required alterations; and assign a technical specialist to the project.

3. Provide management support by assigning a supervisory Horticulturist to the project.
4. Support the project by assigning facilities and work vehicles.
5. Support the project by conducting training sessions in horticulture, botany, and integrated pest management.
6. Evaluate the project at the end of the Summer 94 community service program.
7. Defray the anticipated costs of the project by transferring to the Cooperator agreed upon funds in the amount not to exceed that given in the Federal obligation Block on Page 1 of the Cooperative Agreement (Form ARS-451) including any amendments thereto.

III. FUNDING AND PAYMENT PROCEDURES

- A. The Cooperator shall submit an initial financial request not to exceed 50 percent of the total amount of that listed in the Federal Obligation Block on Page 1 of this Cooperative

Agreement (Form ARS-451). The Cooperator shall submit two (2) subsequent financial reports relating to the time periods July 5, 1994, through August 4, 1994, and August 5, 1994, through the remainder of the summer program. In the event that the project is continued, funds may be requested for an initial payment and, thereafter, quarterly financial management reports are to be submitted.

- B. The funding shown in the Federal Obligation block on Form ARS-451, page 1 hereto, is hereby applied under this Cooperative Agreement to cover the agreed upon costs to be reimbursed to the Cooperator for service work as outlined for the Summer 1994 program. Additional funding may be added under the Cooperative Agreement for the official Americorps Program.
- C. Payments by ARS to the Cooperator will be made on properly executed invoices or vouchers to be prepared by the Cooperator and submitted to ARS. Checks covering payments under this Cooperative Agreement will be drawn in the name of the Cooperator unless a written request from the Cooperator accompanies the billing request.
- D. The Cooperator will use its best efforts to provide performance under this Cooperative Agreement within the Federal obligation amount shown on page 1 of this Agreement

and notify the Authorized Departmental Officials Designated Representative (ADODR) when it is anticipated that performance under this Cooperative Agreement will exceed this amount. The Cooperator is not obligated to continue performance under this Cooperative Agreement or otherwise incur costs in excess of the Federal obligation amount unless authorized by the ADO. Costs incurred in excess of the Federal Obligation amount shall not be reimbursed without approval and written ratification by the Director, Contracting and Assistance Division, ARS. Unallowable cost will not be approved in any case.

GENERAL PROVISIONS

C. It is Mutually Understood and Agreed that:

1. In accordance with 7 C.F.R. § 3015.205(c), and as a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those in 7 C.F.R. § 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

2. As a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with the Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, and Treasury Circular 1075, Regulation Governing Withdrawal of Funds from the Treasury for Advances Under Federal and Other Programs.
3. The District of Columbia certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act, as they apply to employees of State and local governments.
4. This agreement meets the requirements for cooperative agreements as set forth in 31 U.S.C. § 6305. It is a transfer of resources that accomplishes a public purpose, and substantial involvement is expected between ARS and the District in carrying out this activity.
5. No member of, or delegate to, Congress or resident commissioner, and no officer, agent, or employee of the Government shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

6. The program or activities conducted under this agreement shall be conducted in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, and other applicable nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. Part 15, Subparts A and B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance from the Department of Agriculture or any agency thereof or in any program or activity conducted by the Department.
7. The activities under this agreement shall be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 702, and 7 C.F.R. Part 3017, Subpart F.

8. Employees of the District of Columbia shall not be considered Federal employees or agents of the United States for any purpose under this agreement.
9. The District will comply with the requirements of Restrictions on Lobbying and certify that (applicable if commitments under this agreement are \$100,000 or more)--
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been or will be paid to any person for influencing an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," (copy attached) in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

10. The District will give ARS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.
11. Any equipment procured by the District of Columbia under this agreement will belong to the District for continued utilization.
12. Cooperator employees, while engaged in work at ARS facilities will abide by ARS "Rules of the Workplace." Cooperator employees shall not operate Government-owned vehicles without prior specific written authorization by the ADO.
13. ARS shall not be held responsible for any injury sustained or malady or death incurred by the Cooperator's personnel who occupy ARS space; nor will ARS be held responsible for any breakage, theft, or acts of vandalism to the Cooperators equipment and supplies during the period of the Cooperative Agreement. The employees of the Cooperator, while engaged in duties at ARS, shall adhere to the hours of work, conduct and other incidental matters stated in the rules and regulations of USDA and ARS.

14. ARS may technically supervise work of a Cooperator's employees while at ARS facilities engaging in research under this Cooperative Agreement; however, ARS may not intervene in the employer-employee relationship between a Cooperator and its employee. In addition, ARS may not act so as to hire or otherwise engage in the personnel management of the Cooperator's employees.
15. The Cooperator shall provide and maintain the necessary types of insurance as may be needed under this Cooperative Agreement, including but not limited to: worker's compensation, employer's liability, and comprehensive general liability in amounts sufficient to protect the Federal Government's interest in not being subject to unwarranted damage claims resulting from the Cooperator's use of ARS facility.
16. Either party may furnish equipment and/or facilities at no cost to the other, as may be mutually agreed to between the Cooperator and the ADODR for successful completion of this project; however, in no manner shall ARS be held liable for damage or loss of Cooperators property located at ARS facilities.
17. Data which were collected, compiled, and evaluated under this Cooperative Agreement shall be shared and

mutually interchanged by the Cooperator and ARS with the final results of the project made available to both parties.

18. Any public information released concerning work carried out under this Cooperative Agreement will describe the contributions of both parties to the service program.
19. The ARS ADO may delegate responsibilities to an ADODR, subject to the limitations as provided for in the ADODR instructions. ARS will notify the Cooperator, in writing, of any such delegation.
20. Correspondence and documentation regarding this Agreement should cite Agreement Number XX-XXXX-X-XXX and copies of such correspondence and documentation between the Cooperator and the ADODR shall be sent by the originating party to the ADO at:

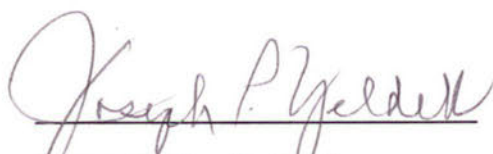
Dr. Edward J. Garvey
USDA/ARS/U.S. National Arboretum
3501 New York Avenue, N.E.
Washington, D.C. 20002

AMENDMENT, EFFECTIVE DATE, AND TERMINATION

- A. This agreement will become effective upon signature of both of the parties below and shall remain in effect until September 30, 1994.
- B. This agreement may be amended in writing at any time by mutual agreement of the parties. Unilateral amendments may be issued by the ADO for the changes which are purely administrative in nature.
- C. This agreement may be terminated by either party hereto upon written notice to the other party at least 30 days in advance of the effective date of the termination.
- D. The performance under this Cooperative Agreement may possibly be continued beyond the Summer 1994 pilot program into an official Americorps Program. Prior to completion of the service efforts scheduled for the Summer 1994 program, the parties will review the pilot project results and determine the benefits of continuing the program. In the event the project is continued, this Cooperative Agreement will be amended to provide for the additional service projects, obligations of the parties, and performance period.

Date: _____

Dr. K.D. Murrell
Director, Beltsville Area
Agricultural Research Service
United States Department of Agriculture

A handwritten signature in dark ink, appearing to read "Joseph P. Yedell", written over a horizontal line.

Joseph P. Yedell

Acting Director
Department of Employment Services
District of Columbia

Date: 7/5/94

17

Komune

Date: 7-5-94

Dr. K.D. Murrell

Director, Beltsville Area

Agricultural Research Service

United States Department of Agriculture

Date: _____

Joseph P. Yedell

Acting Director

Department of Employment Services

District of Columbia

PHOTOCOPY
PRESERVATION

COOPERATIVE AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This Cooperative Agreement is made and entered into between the District of Columbia, Department of Employment Services, and the United States Department of Agriculture (USDA), Forest Service - Northeastern Area State and Private Forestry (FS).

I. BACKGROUND

On September 21, 1993, the President signed Public Law No. 103-82, the National and Community Service Trust Act of 1993 (Act). The Act established the AmeriCorps Program to enhance opportunities for national service, to address the unmet human, educational, environmental, and public safety needs of the Nation, and to provide tangible benefits to the communities in which national service is performed. The AmeriCorps program will officially start Nationwide in September of 1994. FS has applied to the Corporation for National and Community Service for a grant and approval to conduct a year-long national service program throughout the Nation, including the District of Columbia.

The Secretary of Agriculture and the Mayor of the District of Columbia have jointly agreed to conduct cooperatively a pilot community service project within the Nation's capitol during the summer of 1994. FS has asked to participate in this pilot program in order to gain experience in conducting community service projects and in order to further the cooperative urban forestry program of FS and the District of Columbia. Experience gained by FS and the District of Columbia in conducting a pilot summer community service program will be applied to the year-long program.

The participants in the program will be a diverse mix of 10 school-aged residents of the District whose service will help address the District's human and environmental needs. FS will provide funds, personnel, and equipment to carry out the technical aspects of the program and the District will provide funds, personnel, and equipment to manage the selection, supervision, and support of the program participants.

Because the District of Columbia is the Department's primary host city, the Department has a substantial interest in contributing to the welfare of the community in which it is located. This summer community service program will involve its participants in activities such as watershed protection, soil conservation, water body improvement, and environmental education efforts. The District will have the option of running the program through a District of Columbia Youth Service Corps.

II. PURPOSE AND OBJECTIVES

2. Select Participants.

The District will select the 10 school-aged District resident participants from a diverse mix of cultural and economic backgrounds.

3. Operate the Youth Service Corps.

The District will operate a Youth Community Service Corps that will complete the projects and provide training to develop the potential of the participants. The Youth Community Service Corps will manage the selection, supervision, and support of the program participants. The District will provide participants with a \$1,000 educational grant upon successful completion of the program.

B. FS will--

1. Provide funding for equipment and personnel as identified in the attached budget.
2. Provide technical assistance to carry out the National Service pilot program. FS shall appoint a technical representative to coordinate the FS participation in this project.
3. Provide trainers in environmental disciplines.
4. Pay participants a stipend for their work performed under this agreement.

V. PROJECT OUTPUTS - DEPARTMENT OF PUBLIC WORKS, TREES &

The purpose of this cooperative agreement is to establish a pilot community service project within the District of Columbia to run from July 1, 1994, to September 15, 1994. The pilot project will help improve environmental conditions in Washington, D.C., provide valid work experience and training to 20 community service program participants, and assist FS in developing experience in running a community service program relating to urban forestry.

III. AUTHORITY

FS enters this agreement under the authority of the Cooperative Forestry Act of 1978, as amended, 16 U.S.C. § 2106.

IV. RESPONSIBILITIES

A. The District will--

1. Act as the Project Coordinator.

To help the program succeed, the District will assist FS by identifying and working with participating agencies and entities. The District will work closely to coordinate activities so that programs and projects developed meet the needs of both the participants and the public. The District will appoint an overall project coordinator and will provide the necessary equipment and supplies to carry out its responsibilities under this agreement.

LANDSCAPE DIVISION

The Project output will utilize the participants in the project to assist in cleaning tree box spaces and city streets. Corps members will be assigned to clean twenty (20) cart route areas on a daily basis using push brooms, rakes and push carts. The group will be assigned to clean the tree box spaces and lawn areas of each route. The subject area will be mowed or the most compacted soil tilled, depending on which is most applicable. Wood chips will be placed in the tree space areas. Hours of operation for the crew will be 7:00 a.m. to 3:30 p.m.

This project was identified as a high priority item by District of Columbia government agencies and completion will accrue both environmental and aesthetic values to the District and will further the cooperative urban forestry program between FS and the District. All activities are to be completed by September 30, 1994.

VI. FUNDING AND PAYMENT PROCEDURES

A. Reimbursement by Forest Service shall not exceed the estimated amounts indicated for FY 1994.

FY 1994 \$40,530.00

The budget for the cooperative agreement is presented in the Appendix.

B. Invoices for reimbursement shall be submitted by the District on Request for Advance or Reimbursement Form SF-270 to Forest Service and will cover all expenses incurred during the period. Invoices will cite the agreement number, fund citation, remittance address, and billing period. Invoices along with support documents are to be submitted to:

USDA-Forest Service

5 Randor Corporate Ctr., Suite 200

P.O. Box 6773

Radnor, PA 19087-8775

ATTENTION: Budget & Fiscal

cc: USDA-Forest Service

c/o UDC-Cooperative Extension Service

901 Newton Street, X.E.

Suite 310

Washington, DC 20017

ATTENTION: Gracie Joy - Metro Forester

VII. GENERAL PROVISIONS

A. In accordance with 7 C.F.R. § 3015.205(c), and as a condition of this cooperative

agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those in 7 C.F.R. § 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

B. As a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with the Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, and Treasury Circular 1075, Regulation Governing Withdrawal of Funds from the Treasury for Advances Under Federal and Other Programs.

C. The District of Columbia certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act, as they apply to employees of State and local governments.

D. This agreement meets the requirements for cooperative agreements as set forth in 31 U.S.C. § 6305. It is a transfer of resources that accomplishes a public purpose, and substantial involvement is expected between FS and the District in carrying out this activity.

E. No member of, or delegate to, Congress or resident commissioner, and no officer, agent, or employee of the Government shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

F. In accordance with FS Property Management Regulations-Temporary Regulation A-2, the program or activities conducted under this agreement shall be conducted in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, and other applicable nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. Part 15, Subparts A and B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance from the Department of Agriculture or any agency thereof or in any program or activity conducted by the Department.

G. The activities under this agreement will be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 702, and 7 C.F.R. Part 3017, Subpart F.

H. Employees of the District of Columbia shall not be considered Federal employees or agents of the United States for any purpose under this agreement.

I. The District will comply with the requirements of Restrictions on Lobbying and certify that (applicable if commitments under this agreement are \$100,000 or more)--

1. No Federal appropriated funds have been paid or will be paid, by or on behalf

of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been or will be paid to any person for influencing an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," (copy attached) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. The District will give FS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.

K. Any equipment procured by the District of Columbia under this agreement will belong to the District for continued utilization.

VIII. AMENDMENT, EFFECTIVE DATE, AND TERMINATION

A. This agreement will become effective upon signature of both of the parties below and shall remain in effect until September 30, 1994.

B. This agreement may be amended in writing at any time by mutual agreement of the parties.

C. This agreement may be terminated by either party hereto upon written notice to the other party at least 30 days in advance of the effective date of the termination. This agreement for services can be terminated by FS if FS determines that the District has failed

to comply with the provisions of this agreement. Should this agreement be terminated, the District will bill FS and be reimbursed for services provided up to the effective date of the termination upon FS acceptance and approval of the FS technical representative.

Allen Schacht, Area Director

Northeastern Area State

Private Forest

USDA Forest Service

Date: _____

Joseph P. Yedell

Acting Director

Department of Employment Services

District of Columbia

Date: _____

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USDA FOREST SERV NE/NA
202 702 4614

FAX NO. 2159754200
USDA NAT SER OFF

P. 02
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to comply with the provisions of this agreement. Should this agreement be terminated, the District will bill FS and be reimbursed for services provided up to the effective date of the termination upon FS acceptance and approval of the FS technical representative.

Allen Schacht

Date: *July 1, 1994*

for Allen Schacht, Area Director
Northeastern Area State
Private Forest
USDA Forest Service

Date: _____

Joseph P. Yedell
Acting Director
Department of Employment Services
District of Columbia

PHOTOCOPY
PRESERVATION

**COOPERATIVE AGREEMENT
BETWEEN
PEACE CORPS AND DEPARTMENT OF AGRICULTURE/AMERICORPS PROGRAM**

This Cooperative Agreement made and entered into between Peace Corps and the United State Department of Agriculture on (date)

Because of the long-term and successful experience of the Peace Corps in the service field and the institution's third goal of bringing the understanding of the world back to the American people, the Department of Agriculture will adopt a policy of collaboration with the Peace Corps and former Volunteers in the development and implementation of its AmeriCorps national service program. Peace Corps Volunteers have demonstrated their flexibility, their language skills, and their sensitivity for cultures other than those in which they were raised. Therefore, former Volunteers could provide invaluable assistance at all levels of USDA/AmeriCorps projects, while fulfilling their commitment to service and the third goal. Working with AmeriCorps programs could provide a transition for newly returned Volunteers.

Specifically:

1) USDA/AmeriCorps will include Peace Corps/Washington and former Volunteer organizations as sources for the recruiting of managers, staff members, crew leaders, and participants.

HOW TO ACCOMPLISH: Will work with Returned Volunteer Services, using their mechanisms to advertise available positions and programs. All USDA/AmeriCorps grant proposals will state this policy in the recruitment plans.

2) USDA/AmeriCorps will work with the Peace Corps to identify former Volunteers to serve as resource persons to projects in their geographic areas, providing volunteer and technical assistance as needed.

HOW TO ACCOMPLISH: Will work with Returned Volunteer Services to identify these former Volunteers.

3) USDA/AmeriCorps will provide internships for former Volunteers at its project locations and in the Washington USDA Center for National Service.

HOW TO ACCOMPLISH: Will advertise these internships through the Returned Volunteer Career Center in Washington and its publications and through Peace Corps Area Offices.

4) USDA/AmeriCorps will work with the Peace Corps/Fellows Program as a partner in areas where applicable.

HOW TO ACCOMPLISH: Will coordinate with Fellows Program.

*Understand
due to NRP Paul
Bot-fowari
5-411-5*

USDA AMERICORPS CONTACTS

JOEL BERG
DIRECTOR, NATIONAL SERVICE PROGRAMS
ROOM 538-A
(202) 720-6350
(202) 690-1311 FAX

KATHERINE GIBNEY
ASSISTANT, NATIONAL SERVICE PROGRAMS
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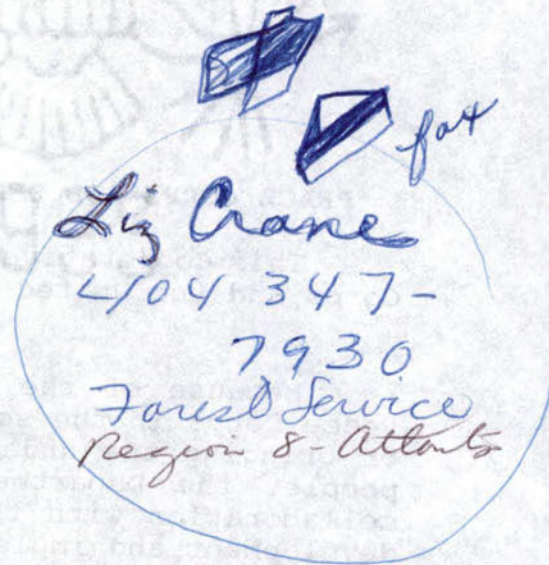
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EDIE SCOTT
NSP VOLUNTEER2
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(202) 690-3504



d. Farmer Home
7
5214

Memo to
6/11

1993