Cooperative Agreement between Civil Air Patrol and United States Air Force

Teaming for America's Future

Cooperative Agreement
Between
The United States Air Force
And
The Civil Air Patrol

10 July 2000

Agreement Number: F41689-00-2-0001
Catalog of Federal Domestic Assistance Number: 12.DAE
Effective Date: 1 October 2000

For the Civil Air Patrol, Inc.

Date: 12 Jul 00
Robert L. Brooks, Colonel, CAP
Executive Director

Date: 12 Jul 00
James C. Bobick, Brigadier General, CAP
Commander

For the United States Air Force

Date: 10 Jul 00
Mary E. Tyler
Grants Officer

Date: 12 July 2000
F. Whitten Peters
Secretary of the Air Force

Allotted Funding:

Availability of Funds

Funds are not presently available for this agreement. The parties' obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Grants Officer and until the recipient receives notice of such availability, to be confirmed in writing by the Grants Officer. No legal liability on the part of CAP for performance under this agreement may arise until Recipient receives such notice of availability. In the event a Continuing Resolution Authority (CRA) is in effect on 1 October 2000, Air Force funding of CAP programs will be controlled by the CRA.

ACRN	FUND CITATION(S)	AMOUNT

PART I. ADMINISTRATIVE INFORMATION

Article 1. Authority.

This agreement is entered into pursuant to the authority of 10 U.S.C. 9441 and in accordance with the Federal Grant and Agreement Act, 31 U.S.C. 6301-6308, as implemented in the Department of Defense Grant and Agreement Regulations (DoDGARs), DoD 3210.6-R (13 Apr 98).

Article 2. Definitions.

The term "agreement" as used herein shall refer to these articles and the attachments hereto.

The term "Federal fiscal year" refers to the period from October 1 through September 30.

The term "parties" as used herein shall refer to the United States Air Force and the Civil Air Patrol, Incorporated.

The term "program" shall refer to the Air Force's statement of work.

The term "recipient" shall refer to the Civil Air Patrol, Incorporated.

Article 3. Administrative Requirements.

A. This agreement will be administered in accordance with, and recipient shall comply with the requirements of the Department of Defense Grant and Agreement Regulations (DoDGARs), DoD 3210.6-R (13 Apr 98), Parts 22, 25, 28, and 32.

B. In the event of a conflict between the terms of this agreement and other governing documents, the following shall be the order of precedence, in descending order:

1. The DoDGARs;
2. The articles in this agreement;
3. The attachment(s) to this agreement.

Article 4. Administrative Responsibilities.

Grants Officer: Mary E. Tyler
HQ AETC/LGCQ
555 E Street East
Randolph AFB TX 78150-4440

Grants Administration Office: DCMC Atlanta
805 Walker Street
Marietta, GA 30060-2789

Air Force Program Manager: Dennis Parkhurst, Colonel, USAF
Commander, CAP-USAF
105 S. Hansell St.
Maxwell AFB, AL 36112-6332

Payment Office: DFAS Limestone
3 Arkansas Road
Limestone, ME 04751-1500

ance

Recipient's Program Manager: Robert L. Brooks, Colonel, CAP
Executive Director
Civil Air Patrol
105 S Hansell St., Bldg 714
Maxwell AFB, AL 36112-6332

PART II. TERM

Article 5. Term of the Agreement.

The term of this agreement commences on the effective date shown on the face of the agreement and continues through September 30, 2001. The agreement may be extended through the next Federal fiscal year and for subsequent Federal fiscal years subject to the availability of appropriated funds to support the Program and the agreement of the parties.

PART III. ENFORCEMENT AND TERMINATION

Article 6. Enforcement.

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in DoDGARs 32.62 when determined appropriate

Article 7. Termination.

A. The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has materially failed to comply with the terms and conditions of this agreement.

B. The recipient may terminate this agreement by sending to the grants officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The recipient must provide such notice at least 30 calendar days prior to the effective date of the termination. However, if the grants officer determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, he or she may terminate the award in its entirety.

C. (Termination may be) by mutual agreement of the parties, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

D. If the agreement is terminated in whole or part, the recipient shall comply with the closure procedures in DoDGARs § 32.71.

PART IV. MANAGEMENT OF THE PROGRAM

Article 8. Modifications.

A. Modifications to this agreement may be proposed by either party. Only the grants officer/administrative grants officer has the authority to act on behalf of the Government to modify this agreement. The recipient will make recommendations for any modifications to this agreement in writing, including justifications to support any changes to the statement of work, and submit them to the government program manager with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program.

B. The grants officer may unilaterally make minor or administrative agreement modifications (e.g., changes in the paying office or changes to Government personnel identified in the agreement). Recipient Program Manager will be notified of any unilateral changes.

PART V. FINANCIAL MATTERS

Article 9. Standards for Financial Management Systems.

A. The recipient shall maintain adequate records to account for the control and expenditure of Federal funds received under this agreement.

B. The recipient's financial management systems shall comply with the requirements of DoDGARs § 32.21(b).

C. The recipient's relevant financial records are subject to examination or audit by or for the Government for a period not to exceed three years after submission of the final expenditure report. The grants officer or designee shall have direct access to sufficient records and information of the recipient's activities to ensure full accountability for all funding under this agreement. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

Article 10. Payment.

A. When consistent with the provisions of 10 U.S.C. 9441, payments will be made in advance, subject to the conditions described in DoDGARs 32.22. The recipient shall receive advances or reimbursements by submitting an original and two copies of the SF 270, "Request for Advance or Reimbursement", to the Grants Administration Office. In addition, one copy shall be sent to the Grants Officer. Advances shall be deposited and maintained in interest bearing accounts unless the conditions of DoDGARs 32.22(k) apply. To the maximum extent possible, payments will be made by electronic funds transfer after administrative grants officer approval. The recipient may submit requests for a monthly advance when EFT payment is not used or as frequently as necessary when EFT payment is used. The Government may unilaterally adjust the schedule of payments and/or reduce the total amount of the agreement or take other actions permitted by DoDGARs Part 32 if the recipient's balance of cash on hand becomes excessive as determined by Government monitoring SFs 272.

B. Interest earned from advances deposited in interest bearing accounts shall be remitted to:

Department of Health and Human Services (HHS)
Payment Management System
P.O. Box 6021
Rockville MD 20852

C. In keeping with Electronic Funds Transfer rules (31 CFR part 206), recipient shall remit interest to the HHS Payment Management System through an electronic medium such as the FEDWIR Deposit System. Electronic remittance shall include the data and be in the format required by HHS to facilitate direct deposit in the HHS account at the Department of the Treasury. If recipient does not have electronic remittance capability, recipient shall send interest earned by check.

D. Payment problems shall be resolved in an expeditious manner, by working with the cognizant administrative grants officer.

Article 11. Program Income.

A. To the extent that recipient is not prohibited by 36 U.S.C. 40305, all program income earned during the project period shall be added to funds committed to the project by the Government and recipient organization and be used to further eligible program objectives.

B. The recipient has no obligation to the Government for program income earned after the end of the project period.

C. The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

D. The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award.

Article 12. Audit.

The recipient is subject to the audit requirements contained in the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipient shall provide one copy of any OMB Circular A-133 audits to the DoD/IG and one copy to the CAP-USAF Commander.

Article 13. Allowable Costs.

The allowability of costs incurred by the recipient is determined in accordance with OMB Circular A-122, "Cost Principles for Non-Profit organizations."

PART VI. CLAIMS, DISPUTES, AND APPEALS

Article 14. Claims, Disputes, and Appeals.

A. Resolution of Disputes.

Whenever disputes, disagreements, or misunderstandings arise, the parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. If a grants officer and a recipient are not able to resolve an issue through unassisted negotiations, the grants officer and the recipient may enter into Alternative Dispute Resolution (ADR) procedures. ADR procedures are any voluntary means (e.g., mini-trials or mediation) used to resolve issues in controversy without resorting to formal administrative appeals (see paragraph D of this article) or to litigation. ADR procedures may be used prior to submission of a recipient's claim or at any time prior to the Grant Appeal Authority's decision on a recipient's appeal.

B. Submission of a Claim.

Failing resolution of a dispute by mutual agreement, the recipient may submit a claim arising out of or relating to the cooperative agreement. The claim must:

(1) Be submitted in writing to the grants officer for decision;

(2) Specify the nature and basis for the relief requested; and

(3) Include all data that supports the claim.

C. Grants Officer Decision.

Within 60 calendar days of receipt of a written claim, the grants officer shall either:

(1) Prepare a written decision, which shall include the reasons for the decision; shall identify all relevant data on which the decision is based; shall identify the cognizant Grant Appeal Authority and give his or her mailing address; and shall be included in the award file; or

(2) Notify the recipient of a specific date when he or she will render a written decision, if more time is required to do so. The notice shall inform the recipient of the reason for delaying the decision. The decision of the grants officer shall be final, unless the recipient appeals the decision (see paragraph D. this article).

D. Appeal of a Grants Office Decision.

(1) Appeal procedures - Notice of Appeal.

A recipient may appeal a decision of the grants officer within 90 calendar days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the grants officer. If a recipient elects to use an ADR procedure, the recipient is permitted an additional 60 calendar days to file the written notice of appeal to the Grant Appeal Authority and grants officer.

(2) Appeal File.

Within 30 calendar days of receiving the notice of appeal, the grants officer shall forward to the Grant Appeal Authority and the recipient the appeal file, which shall include copies of all documents relevant to the appeal. The recipient may supplement the file with additional documents it deems relevant. Either the grants officer or the recipient may supplement the file with a memorandum in support of its position. The Grant Appeal Authority may request additional information from either the grants officer or the recipient.

(3) Decision.

The appeal shall be decided solely on the basis of the written record, unless the Grant Appeal Authority decides to conduct fact-finding procedures or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate. The decision of the Grant Appeal Authority shall be final and not subject to further administrative review.

PART VII. REPORTING

Article 15. Performance Reporting.

Performance reporting will be in accordance with the Statement of Work and DoDGARs 32.51. Recipient shall provide one copy to the grants officer and one copy to the CAP-USAF commander.

Article 16. Financial Reporting.

Within 30 calendar days following the end of each quarter of the Federal fiscal year, recipient shall submit a "Financial Status Report" (SF 269 or SF 269A) and

a "Federal Cash Transactions Report" (SF 272). Recipient shall submit an original and two copies of each to the grants officer and the CAP-USAF commander. (DoDGARs & 32.52)

PART VIII. PERFORMANCE

Article 17. Program Performance.

The recipient shall perform in accordance with the Statement of Work at Attachment 1 to the agreement.

Article 18. Property Management.

Recipient shall comply with the property management standards for equipment acquired with Federal funds that are specified in DoDGAR § 32.34(f).

Article 19. Procurement Standards.

Recipient shall comply with the procurement standards contained in the DoDGARs § 32.41 through DoDGARs § 32.48.

PART IX. CERTIFICATIONS (AND ASSURANCES)

Article 20. Certifications and Assurances.

Prior to signing this agreement or receiving funds under this agreement, the recipient provides the:

A. Certification at Appendix A, DoDGARs Part 25 (32 CFR Part 25), regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions;

B. Certification at Appendix C, DoDGARs Part 25 (32 CFR Part 25), regarding Drug-Free Workplace Requirements;

C. Certification at Appendix A, DoDGARs Part 28 (32 CFR Part 28), regarding Lobbying;

D. Assurance at 32 CFR Part 56.9(b) regarding Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of Defense; and

E. Assurance at 32 CFR Part 195.6 regarding Nondiscrimination in Federally Assisted Programs of the Department of Defense--Effectuation of Title IV of the Civil Rights Act of 1964.

Attachment 1

Statement of Work for Program Requirements