

ATF99PDT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: BUREAU OF ALCOHOL, TOBACCO AND FIREARMS,
DEPARTMENT OF THE TREASURY

ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: ESTABLISH LEGAL RELATIONSHIP
BETWEEN THE BUREAU OF ALCOHOL, TOBACCO AND FIREARMS (ATF), AND THE GRAND
JUNCTION POLICE DEPARTMENT SETTING FORTH RESPONSIBILITIES FOR THE OPERATION
OF THE GANG PREVENTION PROGRAM KNOWN AS GANG RESISTANCE EDUCATION AND
TRAINING (G.R.E.A.T.)

CITY DEPARTMENT: POLICE DEPARTMENT

YEAR: 1999

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: PERMANENT



DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
WASHINGTON, DC 20226

COOPERATIVE AGREEMENT NO. 99429210

BETWEEN

GRAND JUNCTION, COLORADO

AND

BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

1. PURPOSE

The purpose of this Cooperative Agreement (agreement) is to establish a legal relationship between the Bureau of Alcohol, Tobacco and Firearms (ATF) and the Grand Junction Police Department, Grand Junction, CO (LOCAL GOVERNMENT). This agreement sets forth the responsibilities for the operation of the gang prevention program known as Gang Resistance Education and Training (G.R.E.A.T.) in Grand Junction, CO. All terms and conditions herein are binding upon execution of the agreement by both parties.

2. PERIOD OF PERFORMANCE

This agreement is limited to the operation of the G.R.E.A.T. Program. The period of performance begins when the Agreement is signed by the Cooperative Agreement Officer (CAO) and January 15, 2000. However, ATF intends to continue the legal relationship in the future, subject to continuing congressional appropriations. In future years, no legal liability on the part of ATF or the Federal Government shall accrue unless funds are made available to the CAO and the LOCAL GOVERNMENT receives written

notification of the amount of funds available. The continuation of the agreement in future years will be subject to a reapplication process by the LOCAL GOVERNMENT.

3. SCOPE OF WORK

In the Treasury, Postal Service and General Government Appropriation Bill for the Fiscal Year ending September 30, 1999, ATF was directed to continue operation of the G.R.E.A.T. Program, which was originally started as PROJECT OUTREACH in the Fiscal Year 1992 appropriation. G.R.E.A.T. is a project which uses the skills of ATF, State and local law enforcement personnel, as well as individuals from community and civic groups, to develop a program that educates youth about the dangers associated with joining street gangs. G.R.E.A.T. consists of three major phases:

Phase I School-Based Education
Phase II Summer Education/Recreation
Phase III Parent Involvement Program

4. COOPERATIVE AGREEMENT PLAN

During the period of performance the G.R.E.A.T. Program will be implemented and continued as follows:

A. RESPONSIBILITIES OF GRAND JUNCTION, CO

Grand Junction, CO, through the Grand Junction Police Department, will participate in the G.R.E.A.T. Program as specified below:

(1) Phase I - The LOCAL GOVERNMENT shall arrange with local area middle/junior high schools, to schedule 9 one-period classes to instruct a minimum of 1,000 students per year, on the dangers of gangs in accordance with the G.R.E.A.T. Program lesson plans. Classes will be taught in an appropriate education time slot as determined by local school officials. These classroom lessons are to be presented during the school year of the performance period of the agreement as specified in Section 2 of this agreement. The lessons will be taught to

middle/junior high school students within the Grand Junction school system.

PHASES II and III OF G.R.E.A.T.

The LOCAL GOVERNMENT shall submit and implementation plan for phases II and III prior to the beginning of either phase. Implementation of Phases II and III must support Phase I of this agreement and be in accordance with the following guidelines:

Phase II

The LOCAL GOVERNMENT will coordinate summer education/recreation activities at sites selected by the cognizant police department.

Additionally, the LOCAL GOVERNMENT will attempt to match available existing community programs and resources with G.R.E.A.T. students and graduates.

Phase III

The LOCAL GOVERNMENT will institute an education program for parents of youth involved in gangs and/or at risk of joining gangs, and for parents of other Phase I participants.

Under the terms of this agreement, ATF will not reimburse the LOCAL GOVERNMENT for any expenses incurred after the end of the period of performance specified in Section 2.

(2) ATF is mandated by Congress to evaluate the G.R.E.A.T. Program. A process and outcome analysis evaluation will be conducted every year. This evaluation will require the LOCAL GOVERNMENT to permit evaluators designated by ATF to conduct G.R.E.A.T. - related interviews, establish focus groups of officers, school administrators, teachers, and students and administer relevant pre and post-tests.

A longitudinal study is also part of the evaluation process and access to student school files, disciplinary records, and related juvenile crime reports is necessary for a comprehensive evaluation. Therefore, the LOCAL GOVERNMENT must provide access to such records within their control, but only to the extent permitted by law.

The LOCAL GOVERNMENT agrees to provide an officer(s) part-time, to assist the G.R.E.A.T. Program as a Team Leader(s). The LOCAL GOVERNMENT agrees to allow an officer(s) to complete G.R.E.A.T. Officer Training, teach the G.R.E.A.T. curriculum, complete G.R.E.A.T. Management Leader training, and assist the National Training Team as a Team Leader. The LOCAL GOVERNMENT agrees to provide the services of said Team Leader(s) for G.R.E.A.T. training sessions during the period of performance of this agreement at the rate of 2 weeks per 50,000 dollars of award.

Amount of Award	Required Weeks
\$50,000	2
\$100,000	4
\$150,000	6
\$200,000	8
\$250,000	10
\$300,000	12
\$350,000	14
\$400,000	16

(3) It is the responsibility of the LOCAL GOVERNMENT to plan, initiate and oversee the completion of the G.R.E.A.T. Program; to prepare quarterly progress reports and quarterly requests for payments; to certify the accuracy of contractor and vendor billings; to ensure the cost efficient and timely completion of the project; and to immediately notify ATF, in writing, of any issues or problems, real or anticipated, which might affect the successful completion of the project within the time frame and funding established in the agreement.

(4) It is the responsibility of the LOCAL GOVERNMENT to

ensure that Officer's regular and overtime salaries shall not exceed 70% of the total amount obligated under this agreement.

(5) Capital expenditures such as computers, office equipment, electronic and video equipment, etc., may be reimbursed but only after prior approval for the purchase is obtained from the Government Technical Representative (GTR).

Requests for capital expenditures must be submitted in writing to the GTR. The request shall include the item(s) to be purchased, quantity, cost (per item), and a justification as to why such an expenditure is required and to how it benefits the G.R.E.A.T. Program.

Capital expenditures shall not exceed 20% of the total amount obligated under this agreement.

The LOCAL GOVERNMENT must receive written approval from the GTR prior to the purchase and reimbursement of capital expenditures. Capital expenditures not approved by GTR will remain the expense of the LOCAL GOVERNMENT.

B. RESPONSIBILITIES OF ATF FOR REIMBURSEMENT

(1) (a) ATF has obligated, to Grand Junction, CO, \$45,000 for the school-based education phase of the G.R.E.A.T. Program. Funds are provided to reimburse the LOCAL GOVERNMENT's cost incurred as follows:

- * Officers' time (regular and overtime);
- * G.R.E.A.T. training expenses, such as instructional materials, workbooks, instructor fees, and guest speakers' fees;
- * Expenses incurred in connection with officers receiving G.R.E.A.T. officer training. This includes transportation, lodging and per diem in accordance with Federal Travel Regulation. Officer's time (regular and overtime) will be

paid during training. Overtime shall not exceed 10 hours per week during training;

- * Printed materials such as student handbooks, culmination certificates, awards;
- * Administrative expenses, directly supporting GREAT activities, such as general office supplies, office space leases, and clerical support directly supporting GREAT activities, during the term of this agreement; and
- * Expenses for G.R.E.A.T. promotional materials such as pamphlets, bumper stickers, hats, T-shirts, buttons, pens and pencils.

(b) Funds obligated to the LOCAL GOVERNMENT under this agreement shall also be used for Phases II and III of the G.R.E.A.T. Program.

(c) Reimbursements will be made only when a completed SF-270, Request for Advance or Reimbursement form, attachment I, is provided by the Local Government in accordance with the terms of this agreement.

(2) It is the responsibility of the GTR or designee to monitor the project status, to review and certify interim and final payment requests submitted by the LOCAL GOVERNMENT and; to ensure that the funding limitations in paragraphs 4.A.4, 4.B.1.A and 4.B.1.D have not been exceeded.

D. THIRD/FOURTH GRADE SCHOOL-BASED EDUCATION PROGRAM

In addition to the G.R.E.A.T. middle/junior high school component, the LOCAL GOVERNMENT may elect to teach a third/fourth grade G.R.E.A.T. component.

The LOCAL GOVERNMENT shall arrange with local area elementary schools, to schedule four one-period sessions to instruct third and fourth grade students on the

dangers of gangs, in accordance with the G.R.E.A.T. Program lesson plans. Classes will be taught in an appropriate education time slot, as determined by local school officials. These classroom lessons are to be presented during the school year of the performance period of the agreement as specified in Section 2 of this agreement. The lessons will be taught to third and fourth grade students within the Grand Junction school system.

Under the terms of this agreement, ATF will not reimburse the LOCAL GOVERNMENT for any expenses incurred after the end of the period of performance.

- E. Limitations ❖ Other than the administrative costs expressly set out in paragraph B(1)(a), above, no administrative expenses or costs, whether direct or indirect, shall be reimbursed under this agreement.

5. FUNDING, PAYMENT AND SUBMISSION OF INVOICES

- A. ATF will obligate \$45,000 for reimbursement under this agreement. Requests for reimbursement for work completed will be made by the LOCAL GOVERNMENT on a SF-270, Request for Advance or Reimbursement, attachment I, to the GTR for review and certification. Payments will only be issued to the LOCAL GOVERNMENT, and not vendors or contractors.

ATF will not provide funding in excess of the amount specified for each year the agreement is in effect. The LOCAL GOVERNMENT accepts responsibility for all costs associated with the G.R.E.A.T. Program which exceed the level of funding provided by ATF.

- B. Request for Reimbursements shall be submitted by the LOCAL GOVERNMENT on a quarterly basis as follows:

(1) Original and one copy of the SF-270, Request for Advance or Reimbursement form, to Financial Management Division (FMD). FMD's address is as follows:

Bureau of Alcohol, Tobacco and Firearms
Financial Management Division
P.O. Box 51071
Washington, DC 20091-1071

(2) One copy of the SF-270 form, along with receipts/invoices supporting reimbursement request to the GTR. Request for travel reimbursements must include the TRAVEL REIMBURSEMENT SHEET ,attachment II. The GTR's address is as follows:

Bureau of Alcohol, Tobacco and Firearms
ATTN: Juanita Wright
P.O. Box 50418
Washington, DC 20091-0418

A final agreement report shall be submitted by the LOCAL GOVERNMENT within 30 days after the completion of the project. This final report will contain the date of completion, final expenses, and a statement that the agreement is completed.

The LOCAL GOVERNMENT will provide ATF with whatever payment information is necessary to transfer funds (electronic payment information, bank account numbers, etc.) to the LOCAL GOVERNMENT.

C. Title 31 of the Code of Federal Regulations, Part 208, effective July 01, 1997, mandates that Federal payments under cooperative agreements be made via electronic funds transfer (Waiver: Department of the Treasury check(s) will be issued ONLY when the LOCAL GOVERNMENT certifies in writing that the recipient does not have an account at a financial institution or authorized payment agent).

(1) The following applies only to Direct Deposit payments:

The LOCAL GOVERNMENT shall forward a completed SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form, attachment III with this signed agreement.

(a) The Agency Information is preprinted to issue payment from ATF.

(b) The Payee/Company Information is to be completed by the Payee. The Taxpayer Identification Number (TIN) must be provided. The TIN is the Employer Identification Number. Notice of each Direct Deposit will be forwarded to the address listed.

(c) The Financial Institution Information should be completed by the Payee's Financial Institution.

(d) All payments will be made to checking or savings accounts, not lockboxes.

(e) Financial Institutions must list their nine digit American Bankers Association (ABA) identifying number. This number is used for the routing of direct deposited funds. **(Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).**

(f) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages.

(2) Any changes to funding and payment information shall be furnished to ATF at the address in paragraph 5.B.1, in writing at least 30 days before the effective date of the change. It is the LOCAL GOVERNMENT'S responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(3) All documents furnishing payee information from the agreement recipient must be dated and contain the

signature, title, and telephone number of the agreement recipient official authorized to provide it, as well as the agreement recipient's name.

- (4) The TOLL-FREE telephone number for the ATF Financial Management Division, 1-800-800-5558, is available for payment questions. This number is answered between 8:30am and 5:00pm (EST), Monday through Friday.
- D. The LOCAL GOVERNMENT certifies, by signing the SF-270 form, attachment I, that all requests for reimbursement submitted shall be supported by valid receipts/invoices which are in accordance with the project authorized in this agreement. Copies of paid invoices shall be clearly marked with the appropriate agreement number to which they are charged and maintained in the agreement project file by the LOCAL GOVERNMENT. All such documentation shall be made available for review upon the request of ATF or any Federal audit agency.

Funds specified and approved for G.R.E.A.T. shall not be transferred to another project or be used for any other purpose, unless authorized by a written modification to this agreement signed by the LOCAL GOVERNMENT and the CAO or his designee.

- E. The LOCAL GOVERNMENT certifies that no request for payment will be submitted for work, materials or services which have been previously funded by any other source.
- F. The LOCAL GOVERNMENT will maintain such books, records, documents and other records that will accurately document all costs relating to this agreement in accordance with State laws and procedures for expending and accounting for its own funds. This documentation must be kept for a period of at least three years following the end of the agreement's period of performance and final payment. All such documents will be subject to periodic on-site review as deemed necessary by ATF and any Federal audit agencies including any Contractor hired by the Federal Government

to perform audit services.

6. INSPECTION/ACCEPTANCE

Inspection and acceptance of all supplies and services under this agreement shall be accomplished by ATF's GTR or someone otherwise designated by the CAO.

7. MODIFICATIONS

A. The CAO may at any time, by written order, make changes within the general scope of this agreement in any one or more of the following:

(1) Description of services to be performed.

(2) Period of Performance

B. Modifications that change any part of the agreement or the responsibilities of the LOCAL GOVERNMENT must be made by mutual agreement of both parties. Failure to agree to any modification shall be a dispute under the DISPUTES clause (Section 11) of this agreement. However, nothing in this clause shall excuse the LOCAL GOVERNMENT from proceeding with the agreement as changed.

C. Notwithstanding the terms and conditions of paragraphs A and B above, the estimated cost of this cooperative agreement shall not be increased or considered increased except by specific written modification of the agreement indicating the new agreement total. Until this modification is made, the LOCAL GOVERNMENT is not authorized to incur costs beyond those specified under Section 5.A of this agreement.

8. ASSURANCES

This agreement provides for Federal participation in an education and public awareness program to warn youth about the dangers of gangs. A local government receiving Federal

funds under this agreement is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable Federal laws and regulations governing cooperative agreements. By acceptance of this agreement the LOCAL GOVERNMENT assures and certifies that it will comply with the regulations in Attachment IV of this agreement, as well as other listed regulations, policies, guidelines, and requirements listed in the agreement, including OMB Circular A-87-Cost Principles for State, Local and Indian Tribal Governments, A-102-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and A-133-Audits of State and Local Governments, as they relate to participation in the G.R.E.A.T. Program.

In this agreement, the term "Contractor" used in Attachment IV Clauses and Provisions refers to the "LOCAL GOVERNMENT."

9. PUBLICATIONS AND NEWS RELEASES

A. Definition. For the purpose of this clause, "publication" includes:

- (1) Any document containing information for public consumption; or,
- (2) The act of, or any act which may result in, disclosing information to the public.

B. The results of this program are planned to be made available to the public through such means as the Director of ATF shall determine.

C. Federal Government Ownership of Official Products of Work.

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under this agreement are considered Official Products of Work, owned by the Federal Government and held for the benefit of the public. Further, the LOCAL GOVERNMENT acknowledges that it

will not acquire any rights in data or goodwill for any of the materials or products produced under this agreement.

D. Independent and Special Products

During the term of this agreement, works authored, composed, or developed by the LOCAL GOVERNMENT and approved by the G.R.E.A.T. National Policy Board, including but not limited to brochures, curriculum, student handbooks, instructor manuals, newsletters, pamphlets, and other products developed to enhance the G.R.E.A.T. Program are considered to be Independent and Special Products.

E. Publication of Official Products of Work

Official Products of Work, quotations therefrom, paraphrasing, or disclosures of interim findings may not be published without the written approval of the GTR for a period of 60 days after acceptance of the product by the GTR. Thereafter, the LOCAL GOVERNMENT shall be free to publish without ATF approval.

F. Acknowledgement and Disclaimer

(1) All Official Products of Work, or any part thereof, developed through the use of funds provided for under this instrument, when published by the LOCAL GOVERNMENT or other participants in the work, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was supported by funding under a Cooperative Agreement with the Bureau of Alcohol, Tobacco and Firearms. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government."

(2) All Independent and Special Products, or any parts thereof, developed through the use of funds provided for

under this instrument, when published by the Local Government or other participants in the work, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was supported in part by funding under a cooperative agreement with the Bureau of Alcohol, Tobacco and Firearms, which maintains its rights in this publication as set forth in 41 C.F.R. §105-71.134. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government."

G. Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuance's containing news or information concerning this agreement that may be made by the LOCAL GOVERNMENT or its staff, or any subcontractor or other person or organization participating in the work of this agreement shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with paragraphs (E) and (F) above.

10. COLLECTION OF DATA

Collection of information from ten or more persons and sponsored by ATF, shall be subject to 5 CFR 1320. A collection of information undertaken by a recipient of a Federal cooperative agreement is considered to be sponsored by ATF only under the following conditions:

- A. The recipient of a cooperative agreement is collecting information at the specific request of the agency; or

The terms and conditions of the cooperative agreement require specific approval by the agency of the

collection of information or the collection procedures.

11. DISPUTES

- A. It is hereby agreed upon that this agreement is subject to the Contract Disputes Act of 1987, as amended (41 U.S.C. 601-613).
- B. Except as provided in the Act, all disputes arising under or relating to this agreement shall be resolved under this clause.
- C. "Claim," as used in this clause, means a written demand or written assertion by one of the agreement parties seeking, as matter of right, the payment of money in a sum certain, the adjustment or interpretation of agreement terms, or other relief arising under or relating to this agreement. A claim arising under a cooperative agreement, unlike a claim relating to that agreement, is a claim that can be resolved under a cooperative agreement clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the LOCAL GOVERNMENT seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph D(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- D. (1). A claim by the LOCAL GOVERNMENT shall be made in writing and, unless otherwise stated in this cooperative agreement, submitted within 6 years after accrual of the claim to the CAO for a written decision. A claim by the Government against the LOCAL GOVERNMENT shall be subject to a written decision by the CAO.
- (2). The LOCAL GOVERNMENT shall provide the certification specified in subparagraph D(4) of this clause, in writing, when submitting any claim.
- (a) Exceeding \$100,000; or
- (b) Regardless of the amount claimed, when using.

1. Arbitration conducted pursuant to 5 U.S.C. 575-580; or
2. Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(3). The certification requirement does not apply to issues in controversy that have not been submitted as part of a claim.

(4). The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the agreement adjustment for which the LOCAL GOVERNMENT believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the LOCAL GOVERNMENT."

(5). The certification may be executed by any person duly authorized to bind the LOCAL GOVERNMENT with respect to the claim.

- E. For LOCAL GOVERNMENT claims of \$100,000 or less, the CAO must, if requested in writing by the LOCAL GOVERNMENT, render a decision within 60 days of the request. For LOCAL GOVERNMENT-certified claims over \$100,000, the CAO must, within 60 days, decide the claim or notify the LOCAL GOVERNMENT of the date by which the decision will be made.
- F. The CAO's decision shall be final unless the LOCAL GOVERNMENT appeals or files a suit as provided in the Act.
- G. If the claim by the LOCAL GOVERNMENT is submitted to the CAO or a claim by the Government is presented to the LOCAL GOVERNMENT, the parties, by mutual consent, may agree to use ADR. If the LOCAL GOVERNMENT refuses an offer for alternative disputes resolution, THE LOCAL GOVERNMENT shall inform the CAO, in writing, of the LOCAL GOVERNMENT's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique

that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph D(4) of this clause, and executed in accordance with subparagraph D(5) of this clause.

- H. The Government shall pay interest on the amount found due and unpaid from (1) the date that the CAO receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the CAO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the CAO receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- I. The LOCAL GOVERNMENT shall proceed diligently with performance of this agreement, pending final resolution of any request for relief, claim appeal, or action arising under the contract, and comply with any decision of the CAO.

12. STOP WORK

- A. The CAO or his designee may issue, and the LOCAL GOVERNMENT will accept, a written order to hold or Stop Work on the G.R.E.A.T. Program funded under this agreement for a period of up to 30 days. Such orders will be issued only for sufficient cause, such as reason to believe work is being performed outside of the terms of the agreement, for financial improprieties found during a monitoring inspection or voucher and records review, or a change in relevant laws or regulations.
- B. A Stop Work Order may be continued, cancelled or reissued as termination.
- C. The LOCAL GOVERNMENT is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

13. TERMINATION

A. The Government may terminate performance of work under this agreement in whole, or in part, if the CAO determines that a termination is in the Government's interest. The CAO shall terminate by delivering to the LOCAL GOVERNMENT a Notice of Termination specifying the extent of termination and the effective date.

(1) After receipt of a Notice of Termination and except as directed by the CAO, the LOCAL GOVERNMENT shall immediately proceed with the following obligations:

- (a) Stop work as specified in the notice.
- (b) Place no further orders, except as necessary to complete the continued portion of the agreement.
- (c) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
- (d) Take any action that may be necessary for the protection and preservation of the property related to this agreement that is in the possession of the LOCAL GOVERNMENT and in which the Government has or may acquire an interest.
- (e) Within 60 days after the date of termination, the LOCAL GOVERNMENT shall submit a final report along with a final SF-270, Request for Advance or Reimbursement (ATTACHMENT I), to the GTR.

B. This Agreement may be terminated in-full or in-part by the LOCAL GOVERNMENT at anytime prior to the completion of the Program listed in the Agreement. The LOCAL GOVERNMENT shall notify the CAO, in writing, prior to the proposed date of termination.

14. REPORTS

A. The LOCAL GOVERNMENT shall submit to the GTR a quarterly report within 10 days of the close of each calendar quarter. This report shall describe the programmatic and financial status of the project. The GTR shall be advised of any significant programmatic or financial adjustments/modifications. A progress report format is

provided in Attachment V.

- B. A final agreement report shall be submitted by the LOCAL GOVERNMENT within 30 days after the completion of the project. This final report will contain the date of completion, final costs, and a statement that the agreement is completed.
- C. Failure to submit quarterly progress reports or the final agreement report may be interpreted as non-compliance with this agreement.

15. GOVERNMENT REPRESENTATIVES

- A. The Cooperative Agreement Officer (CAO) is the Chief, Acquisition and Property Management Division, located at 650 Massachusetts Avenue, NW, Room 3290, Washington, DC 20226, phone number (202) 927-8820.
- B. The Cooperative Agreement Administrator (CAA) is Kevin R. Merriweather, located at 650 Massachusetts Avenue, NW, Room 3290, Washington, DC 20226, phone number (202) 927-7716.
- C. The Government Technical Representative (GTR) is Thomas Schneider, located at P.O. Box 50418, Washington, DC 20091-0418, phone number (202) 927-2160.

16. LIMITATION OF TECHNICAL DIRECTION FROM THE GTR

- A. Performance of work under this agreement shall be subject to the technical direction of the GTR identified in paragraph 15.C. of this agreement, or a designated representative. The term "technical direction" is defined to include, without limitation, direction to the LOCAL GOVERNMENT which directs or redirects the labor effort, shifts the work between work areas or locations, further defines tasks and otherwise serves to ensure that the tasks outlined in the agreement are accomplished in a satisfactory manner.
- B. Technical direction must be within the scope of the agreement. The GTR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes a change of assignment or additional work outside the scope of work of the agreement;
 - (2) Constitutes a change in the agreement that requires a modification as specified in Section 7 "Modifications."

- (3) In any manner cause an increase or decrease in the agreement price, or the time required for agreement performance.
 - (4) Changes any of the terms, conditions or scope of work of the agreement; or
 - (5) Interferes with the LOCAL GOVERNMENT's right to perform under the terms and conditions of the agreement.
- C. Technical directions may be oral or in writing, by GTR or a designee with written delegated authority from the CAO. Oral directions shall be confirmed in writing within two working days of issuance.
- D. The LOCAL GOVERNMENT shall proceed promptly with the performance resulting from technical directions issued by the GTR, or his designee. If in the opinion of the LOCAL GOVERNMENT, any instruction or direction of the GTR, or his designee, falls within the purview defined in paragraph b.1. through 5. above, the LOCAL GOVERNMENT shall immediately notify the CAO no later than the beginning of the next Government workday.
- E. Failure of the LOCAL GOVERNMENT and the CAO to agree that the technical directions are within the scope of the agreement shall be subject to the terms of the clause entitled Disputes in Section 11.

17. COOPERATIVE AGREEMENT OFFICER'S AUTHORITY

The CAO is the only person authorized to approve modifications to this agreement. This authority remains solely with the CAO. In the event the LOCAL GOVERNMENT affects any modifications at the direction of any person other than the CAO, the modifications will be considered to have been made without authority and no adjustment will be made to the agreement. The CAO shall be the only individual authorized to accept non-conforming work, waive any requirement of the agreement, and/or modify any term or condition of the agreement. The CAO is the only individual who can legally obligate the Government to expend public funds.

- 18.** Attachments I (SF-270 REQUEST FOR ADVANCE OR REIMBURSEMENT), II (Travel Reimbursement Sheet), III (ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FOR), IV (Additional Clauses and Provisions) and V (QUARTERLY COOPERATIVE AGREEMENT PROGRESS REPORT) are hereby incorporated to form an

integral part of this Agreement.

19. FORMS

The following standard forms, provided, must be completed and submitted with the agreement:

- * SF-LLL Disclosure of Lobbying Activities;
- * SF-3881 ACH Vendor/Miscellaneous Payment Enrollment Form (ATTACHMENT III);
- * SF-424 Application for Federal Assistance;
- * SF-424A Budget Information - Non-Construction Programs (with instructions);
- * SF-424B Assurances - Non-Construction Programs;

The following reimbursement forms, provided, must be completed and submitted with each request for reimbursement:

- * SF-270 Request for Advance or Reimbursement (ATTACHMENT I) (make copies as needed)
- * Travel Reimbursement Sheet (ATTACHMENT II) (make copies as needed)

Also complete and submit quarterly, the form provided as attachment V ❖ QUARTERLY PROGRESS REPORT (make copies as needed).



LOCAL GOVERNMENT'S signature

3/19/99

Date



ATF COOPERATIVE AGREEMENT OFFICER'S signature

3/30/99

Date