

SAMPLE COOPERATIVE AGREEMENT

Between _____ (Cooperator(s))
and _____ (Project Sponsor)

Project Name: _____ Project Number: _____

The purpose of this Cooperative Agreement between the Cooperator and the Project Sponsor is to clarify and assign project responsibilities.

1. This Cooperative Agreement is entered into to accomplish the following tasks for the following purposes (the “work”):

Task(s)	Purpose(s)

2. The work will occur on lands owned by the Cooperator located in Section(s) _____, Township _____, Range _____, in _____ County. The lands are identified by _____ County as tax lots _____. A map showing the location of the work is attached to and incorporated into this Cooperative Agreement.

It is mutually agreed that the work will be shared as follows:

The **Cooperator** will *[describe work to be performed by Cooperator, including the date(s) when the work will be completed]*:

SAMPLE

The **Project Sponsor** will *[describe work to be performed by Project Sponsor, including the date(s) when the work will be completed]*:

It is mutually agreed that supervision, management and maintenance of the work will be shared as follows:

The **Cooperator** will:

- Permit the work to occur and remain on the Cooperator's property for a minimum of _____ years *[normally, 2-5 years]*.
- Permit the Project Sponsor and its officers, agents, employee, contractors and invitees to enter onto the property where the work is being or has been done for the purposes of performing the work, inspecting the condition of the work, monitoring the effectiveness of the work, and to perform repair or replacement of the work if necessary. Said entry shall be at times reasonably agreeable to the Cooperator.
- Manage the property where the work occurs in a manner to meet the purposes set forth in this Cooperative Agreement.
- Repair or replace work that is damaged by normal use or natural events. Repair or replacement due to catastrophic natural events is not the responsibility of the Cooperator under this Cooperative Agreement *[note: in some cases, this provision should be placed under the responsibility of the Project Sponsor, below]*.

The **Project Sponsor** will:

- Conduct monitoring of the effectiveness of the work at agreed upon frequencies and prepare an annual report on the results and condition of the work which will be delivered to project funding entities and shall be a public record.
- On or about _____ years *[normally ten years after grant award]* the Project Sponsor will complete a final report on the results and condition of the work, including observations on the design of the work, maintenance performed and its cost, and whether the work has achieved its intended purposes, to be reviewed by the Cooperator(s) prior to submittal to project funding entities.

It is further agreed that after completion of the work, all of the improvements funded with grant funds and affixed to the land will become the property of the Cooperator, provided that the terms of this Cooperative Agreement are met. Improvements not affixed to the land and funded with grant funds, such as portable equipment, shall become the property of the Project Sponsor, upon satisfactory completion of the work.

SAMPLE

The Cooperator shall save and hold harmless the Project Sponsor and its respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Cooperative Agreement.

The work to be performed under this Cooperative Agreement shall begin on or about _____, and is expected to be completed on _____.

This agreement shall be effective upon the signature of all of the parties listed below.

AGREED:

Cooperator:

Print name of Cooperator

Cooperator signature

Date

Project Sponsor:

Print name of Project Sponsor

Project Sponsor signature

Date