**PRIORITY PROJECT COOPERATIVE AGREEMENT**

*between*

**THE MASSACHUSETTS DEPARTMENT OF FISH & GAME**

**DIVISION OF ECOLOGICAL RESTORATION**

*and*

# *Lead Project Sponsor*

*for the*

***Project Name***

***Priority Project Designation***

This document serves as a Cooperative Agreement between the Division of Ecological Restoration (DER) and the Lead Project Sponsor (the LPS) to actively pursue the goal of restoring the Project Name (the Project) as described in the Priority Project Application submitted by the LPS under RFR DER XXXX. By signing this Cooperative Agreement, the LPS commits to pursue good-faith and sustained efforts to develop and implement the Project, and DER commits to support the LPS in those efforts, as further described below. These commitments must be made in order for the Project to be formally designated as a Priority Project and are verified by each party’s signature of this Agreement. The signatures at the bottom of this form indicate agreement with the following terms:

1. The LPS and DER commit to working collaboratively on all phases of the Project. Examples include development of a project work plan, site assessment and feasibility investigations, planning and design, permitting, fundraising, public outreach, construction activities, and monitoring. DER will provide technical and other assistance in support of the Project, in accordance with DER resources, so long as the Project remains a DER Priority Project.
2. In order to facilitate coordination on all phases of Project implementation, the LPS and DER will each designate and maintain a reliable primary contact. The primary contacts shall be responsible for maintaining regular communications on all project-related activities as well as organization and implementation of specific project related tasks.
3. The LPS and DER will coordinate on the development of a detailed project budget and the LPS will record all project related expenses for the purposes of documenting project costs, leveraging grant funds, and acquiring project funds from other sources.
4. DER will assist in project development, coordination, and implementation to the extent possible in consideration of a variety of factors, including DER budget, workload, staffing, and balancing assistance among all DER Priority and Provisional Projects.
5. DER will maintain the Project as a Priority Project through the various stages of restoration unless or until new information / data warrants a status review. All DER projects will be reviewed for their progress and Priority status at least annually. When new information or other changed conditions indicate that a project may not be feasible or is unlikely to progress to implementation, DER may re-evaluate the project, and after discussing with the LPS may remove the project from the Priority Project list, at which time, DER will notify the LPS in writing.

Nothing in this agreement shall legally obligate the Commonwealth of Massachusetts, the Executive Office of Energy and Environmental Affairs, the Department of Fish and Game, or the Division of Ecological Restoration to expend any funds or provide technical assistance in excess of current appropriations or otherwise prohibited by law or contractual agreement.

The Division of Ecological Restoration and the LPS reserve the right to terminate this Cooperative Agreement at any time, for any reason, at their sole discretion. Notice of termination of this Cooperative Agreement shall be made in writing with a minimum of 10 business days prior notice.

Representatives:

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Signature, Authorized Representative of the LPS Date

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Signature, Hunt Durey, Deputy Director Date

**Example Cooperative Agreements**

**(NOT for submittal)**

**PROVISIONAL PROJECT COOPERATIVE AGREEMENT**

*between*

**THE MASSACHUSETTS DEPARTMENT OF FISH & GAME**

**DIVISION OF ECOLOGICAL RESTORATION**

*and*

# *Lead Project Sponsor*

*for the*

***Project Name***

***Provisional Project Designation***

This document serves as a Cooperative Agreement between the Division of Ecological Restoration (DER) and the Project Lead Project Sponsor (the LPS) to actively evaluate the feasibility, costs, and benefits of restoring the Project Name (the Project) as described in the Priority Project Application submitted by the LPS under RFR DER XXXXX. By signing this Cooperative Agreement, the LPS commits to pursue good-faith and sustained efforts to develop the information and analyses necessary to evaluate the Project, and DER commits to support the LPS in those efforts, as further described below. DER will use the outcome of this evaluation to determine whether the Project should be granted full Priority Project status. These commitments must be made in order for the Project to be formally designated as a Provisional Project and are verified by each party’s signature of this Agreement. The signatures at the bottom of this form indicate agreement with the following terms:

1. The LPS and DER commit to working collaboratively during the Provisional project evaluation period. During this period, The LPS and DER will compile additional information focused on addressing the attached outstanding questions identified during the RFR response review. The designated DER Project Manager will discuss outstanding questions with the LPS as part of initial project planning efforts.
2. In order to facilitate coordination on all phases of Project implementation, the LPS and DER will each designate and maintain a reliable primary contact. The primary contacts shall be responsible for maintaining regular communications on all project-related activities as well as organization and implementation of specific project related tasks.
3. The LPS and DER will work collaboratively to develop a project evaluation work plan.
4. DER will assist in project evaluation to the extent possible in consideration of a variety of factors, including program budget, workload, staffing, and balancing assistance among all DER Priority and Provisional Projects.
5. DER will maintain the Provisional Project status throughout the initial evaluation period. During the evaluation period, DER will determine when enough information has been developed to address the outstanding questions identified during the RFR response review. At that time DER will either assign Priority Project status through a new Cooperative Agreement or remove the project from the Provisional Project list and deny Priority Project status. All DER projects will be reviewed for their progress and Priority status at least annually. This review will encompass the listed issues for Provisional projects as well as those that may arise over the course of the project lifetime. DER will notify the LPS of its decision in writing with a minimum of 10 business days notice.

Nothing in this agreement shall legally obligate the Commonwealth of Massachusetts, the Executive Office of Energy and Environmental Affairs, the Department of Fish and Game, or the Division of Ecological Restoration to expend any funds or provide technical assistance in excess of current appropriations or otherwise prohibited by law.

The Division of Ecological Restoration and the LPS reserve the right to terminate this Cooperative Agreement at any time, for any reason, at their sole discretion. Notice of termination of this Cooperative Agreement shall be made in writing.

Representatives:

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Signature, Authorized Representative of the LPS Date

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Signature, Hunt Durey, Deputy Director Date