AGREEMENTS DESK GUIDE

Instructor Guide

USDA Forest Service

Published in 2003

PREFACE

The Forest Service has a tradition of partnership as old as the Service itself. In the broad sense, partnership denotes sharing a common interest with the Forest Service in National Forest values and a relationship in pursuit of those common interests.

The partnership arena is dynamic. This Desk Guide has been developed as an easy reference tool to help you get started in the right direction as you contemplate on whether or not to partner with another party. Please keep in mind that this is just a guide. It is not meant to replace, supersede or compete with FSM 1580 or FSH 1509.11. The guide provides direction to reference sources. It also may alleviate research, but not eliminate it. Its biggest value may be in helping develop creative thinking about partnerships and what is possible within the authorities now in place. **The information provided in this Desk Guide is current up to its 2003 date of publication, but keep in mind that like everything else things change, so always refer back to the appropriate FSM or FSH for any updates to agreement provisions and direction.**

Quote from Chief Bosworth:

"We cannot act alone. The days are gone when we could narrowly focus on national forest land. Today, we need to think strategically on a landscape scale. That means connecting our fuels and forest health treatments to our efforts to help homeowners make their properties firesafe. It means engaging our State and local partners, including our local communities, in deciding what our priorities should be."

OBJECTIVES

The objectives of the National Agreements Guide and the associated training program are:

1. Enable field personnel to successfully select the appropriate instrument to accomplish desired work
2. Ensure consistent and accurate implementation of agreements by field units at all levels of the agency
3. Provide convenient, low cost agreements training throughout the Nation

ABOUT THIS GUIDE

Instructors: Emphasis items, templates and samples are listed in the yellow highlighted section of each topic. Cues for changing power point slides are in the right hand margin. ppt

SPECIAL THANKS FOR DEVELOPMENT OF THIS GUIDE

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Some transactions are not considered either procurement contracts or Federal Financial Assistance. These types of transactions may be entered into under specific authority and when specific criteria are met. Some of these types of agreements are used to form what the Forest Service commonly refers to as partnerships.

TRANSACTIONS **NOT COVERED** BY PROVISIONS OF THE FGCA

- Sale of Government property and services for full value (timber sales) ppt
- Collection Agreements
- Interagency and Intra-Agency Agreements
- Leases, licenses, or permits
- Gifts or donations

TRANSACTIONS **EXEMPT** FROM PROVISIONS OF FGCA **BY OMB APPROVAL** ppt

- Cooperative Law Enforcement Agreements
- Cooperative Forest Road Agreements
- Cooperative Fire Protection Agreements

TRANSACTIONS **EXEMPT** FROM PROVISIONS OF FGCA **BY SPECIFIC STATUTORY LANGUAGE** ppt

- Participating Agreements
- Challenge Cost Share Agreements
- Joint Venture Agreements
- Cost Reimbursable Agreements
- Cooperative Research and Development Agreements

PARTNERSHIP ELEMENTS

ppt

These elements are common to all types of partnerships into which the U.S.D.A. Forest Service enters: ppt

- Appropriate legal authority ppt
- Mutual interest in some goal or value ppt
- Mutual non-monetary benefit ppt
- A state of participating or sharing ppt
- No conflict of interest ppt
- Agreement must be executed before costs are incurred or work commences ppt
- A specific relationship between the parties (written agreement) ppt
- Voluntary participation ppt

ESSENTIAL FEATURES TO EACH PARTNERSHIP ppt

EACH PARTNERSHIP MUST MEET THE FOLLOWING: ppt

- **Competent Parties** - Sufficient resources to complete project.
- **Proper Subject Matter** - Project must benefit NF lands and support mission.
- **Sufficient Participation** - Active involvement, not just providing funding in support of project.
- **Meeting of the Minds** - All parties must understand the end result.

Questions to ask prior to entering into a partnership ppt

- Are the appropriate project and administrative personnel involved? ppt
- Can the appropriated funds be used for the purpose intended? ppt
- Is there a potential conflict of interest or the appearance of conflict of interest? ppt
- Will the "cooperator" be used as a "straw man" to accomplish something indirectly that we are forbidden to do directly? ppt
- Is it a donation/gift? If so, are there conditions attached? ppt
- Is the cooperator capable of meeting its obligations; i.e., financial, skills and manpower? ppt
- Is the Forest Service capable of meeting its obligations; i.e., financial, skills and manpower? ppt
- Is there sufficient lead-time to acquire funding, materials, project approvals, etc? ppt
- Does this activity belong on National Forest System lands; i.e., putting up advertisement signs, endorsements? ppt

MASTER SERVICE-WIDE
MEMORANDUM OF UNDERSTANDING
Between the
AMERICAN AVALANCHE ASSOCIATION
And the
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
01-SU-130124-013

This Service-wide Memorandum of Understanding (SMU) is made and entered into by and between the United States Department of Agriculture Forest Service, hereinafter referred to as the Forest Service and the American Avalanche Association, hereinafter referred to as the AAA.

A. PURPOSE

The purpose of the SMU is to provide a framework for cooperation upon which AAA and the Forest Service may jointly plan and accomplish mutually beneficial projects and activities. Such activities and projects would complement the missions of the Forest Service and AAA and be in the best interest of the public. Together AAA and the Forest Service will consider projects and activities that achieve the common goals of:

Providing critical timely avalanche information and;

Increasing avalanche education opportunities.

B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The partners are committed to providing critical safety information and education associated with backcountry winter travel. This service helps people that travel in avalanche prone areas and other interested people make better, more informed decisions about backcountry travel which will ultimately saves lives.

The National Forests provide the settings for much of the winter-based recreation opportunities in the United States. The Forest Service is a worldwide conservation leader with the responsibility to increase public appreciation and knowledge of the natural environment and its value in providing natural resource-based recreational opportunities. It also has the responsibility to manage multiple activities on National Forest for the benefit of the American people in an environmentally sustainable manner. Additionally, the Forest Service is a leader in avalanche technology, information and education.

AAA is a not-for-profit member based corporation that operates exclusively for charitable, scientific, literary and educational purposes. Its members conduct snow avalanche control and safety research, undertake educational studies and publish results.

Additionally, the AAA provides a forum, by means of educational programs, publications or other educational media for the exchange of ideas and information on avalanche control and safety.

Both the Forest Service and AAA share the common interest of disseminating information to the public regarding avalanche conditions and providing avalanche education. The partners share

mutual interests and a common focus in avalanche education, public awareness and appreciation of nature and the environment and create partnerships to benefit people communities and society.

In consideration of these stated premises, the parties agree as follows:

C. THE FOREST SERVICE SHALL:

1. Communicate to the public how this partnership contributes to the mutually shared goals of providing critical avalanche safety information and education for public enjoyment of the National Forests.
2. Collaborate with the AAA to raise public awareness of avalanche issues in the backcountry. Look for opportunities to inform, educate and encourage the public to become educated about avalanche safety and backcountry winter recreation.
3. Provide technical assistance to the partner in building avalanche awareness education programs.
4. Provide expertise to the partner that will help provide programs accessible to people of all ages, abilities and cultures.
5. As appropriate, work with other agencies, local governments, community leaders or organizations to improve communication, understanding and support of avalanche education for the public.
6. Through the principal Forest Service contact (listed in sec.V.(9)) review and approve any public information releases related to this agreement which refer to the Department of Agriculture, Forest Service, employees (by name or title) or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the principal Forest Service contact with the request for approval.
7. Consider involvement with the partner in future cooperative ventures that are of interest and benefit to both parties. Subsequent fund-obligating documents may be executed if funds are available for those purposes.
8. Receive written approval from AAA prior to dissemination of written material or press releases that describe or involve any aspect of AAA or this SMU.

D. AAA SHALL:

1. Enhance public awareness of backcountry avalanche risks and safety measures by incorporating educational information generated by the Forest Service avalanche forecast centers into existing education programs and look for opportunities to inform, educate and encourage the public to become educated about avalanche safety and backcountry winter recreation.
2. Collaborate with the Forest Service National Avalanche Center and Forest Service and state regional avalanche centers to raise public awareness of avalanche issues in the backcountry.

   Provide awareness and exposure of National Forest benefits to people, communities and society, where appropriate.

3. Consider involvement with the partner in future cooperative ventures that are of interest and benefit to both parties. Subsequent fund-obligating documents may be executed if funds are available for those purposes.

4. Receive written approval by the Forest Service prior to dissemination of written material or press releases that describe or involve any aspect of the Forest Service or this SMU. This requirement is waived for any article, column or letter to the editor that describe or mention the Forest Service are published in the AAA's ***Avalanche Review.***
5. Provide support and assistance, where appropriate, to the Forest Service National Avalanche Center and Forest Service and state regional avalanche centers. This support would help accomplish educational and operational goals and objectives.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
2. PARTICIPATION IN SIMILAR ACTIVITES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. Meetings will be held at least annually to discuss, identify and coordinate the various proposed activities outlined in this SMU, or to discuss, identify and coordinate future opportunities that fall within the area of common benefits and interests.
4. In collaborative activities and programs, the partners will recognize cooperative efforts by displaying each other's logos in a manner that is approved by the principle contacts of each party.
5. The instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution funds between the parties to this instrument will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to cooperator of any contract or other agreement. Any contract or agreement for training or other service must fully comply with all applicable requirements for competition.
6. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Doug Abromeit, Director USDA Forest Service National Avalanche Center	Jeff Brown, Executive Director American Avalanche Association
Phone: 208.622.0088 Fax: 208.622.3923 Email: dabromeit@fs.fed.us	Phone: 801.694.9585 Fax: 435-260-1192 Email: AAA@avalanche.org

7. **<u>NON-FUND OBLIGATING DOCUMENT</u>. This instrument is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the Cooperator of any contract or other agreement. Any contract or agreements for training or other services must fully comply with all applicable requirements for competition.**

Comment [fs1]: This is mandatory.

8. <u>RESTRICTIONS TO DELEGATES</u>. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

Comment [fs2]: This is mandatory except Intra-Agency Agreements.

9. <u>MODIFICATION.</u> Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.

Comment [fs3]: This is mandatory.

10. <u>COMPLETION DATE</u>. This instrument is executed as of the last date shown below and expires on September 30, 2005, at which time it is subject to review and renewal, or expiration.

Comment [fs4]: This is mandatory.

Comment [fs5]: Insert completion date—not greater than 5 years

THE PARTIES HERETO have executed this instrument.

IN WITNESS WHEREOF, the parties have executed this SMU as of the last written date below:

/s/ Hal Boyne **10/31/00**
Hal Boyne **Date:**
President, American Avalanche Association

/s/ Dennis E. Bschor **12/29/00**
Dennis E. Bschor **Date:**
Director, Recreation Heritage and Wilderness Resources
USDA Forest Service

INTERAGENCY AGREEMENTS (IA)

ppt

FSM 1585.12
FSH 1509.11 CHAPTER 40
ECONOMY ACT OF JUNE 30, 1932 (31 USC 1535, SEC. 601)

ppt

The Economy Act (the most commonly used authority for IA's) provides for one Federal agency to procure work, services supplies, materials, or equipment from another Federal agency.

ppt

GENERAL REQUIREMENTS

- Performing agency shall recover full direct and indirect (overhead) costs of the work

ppt

- Economy Act Justification and Determination shall be included in the file.
  - A written justification must be submitted to an authorized contracting officer (CO) to document that the procurement from a federal agency is cheaper or more economical than buying from a commercial source.
  - Based on the justification, the CO will complete a written determination to approve the procurement. An authorized person must also certify that funds are available. Once the determination is signed, the interagency agreement can be executed.

ppt

- Payment can be either reimbursement or advance

ppt

- Format to use
  - Standard narrative template
  - AD-672 (for simple straightforward projects) or
  - Other Agency format

ppt

- Do not provide funding to another Federal Agency in order to accomplish the function of that Federal Agency, as that would constitute an augmentation of their appropriations.

ppt

This authority CANNOT be used with Tribal Government – they are sovereign nations, not Federal agencies. Option may be available to enter into an Economy Act agreement with the Bureau of Indian Affairs who in turn can subcontract the work to the Tribal government.

ppt

INTERAGENCY AGREEMENT
between
USDA FOREST SERVICE, ROCKY MOUNTAIN REGION
and the
US DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE

THIS INTERAGENCY AGREEMENT is hereby entered into by and between the USDA Forest Service, Rocky Mountain Region, hereinafter referred to as the Forest Service, and the US Department of Interior, National Park Service, Denver Service Center, hereinafter referred to as the National Park Service, under the provisions of the Economy Act of June 30, 1932 (31 U.S.C. 1535, Pub.L. 97-258 and 98-216).

A. PURPOSE

The purpose of this instrument is to utilize the existing National Park Service's A/E Service Contract for engineering services to investigate water rights with abandonment issues on the Arapaho and Roosevelt National Forests and the San Juan National Forest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Forest Service needs to investigate several water rights with abandonment issues which require water rights engineering analyses. The Forest Service does not have available personnel to perform this work. The National Park Service has several existing A/E firms already under contract. The National Park Service and the Forest Service deem it mutually advantageous to cooperate in this undertaking and hereby agree as follows.

C. FOREST SERVICE SHALL:

1. Provide a Scope of Work detailing what work is required under this agreement and is attached.
2. Provide a Contracting Officer's Representative to manage the A/E Contract.
3. Provide a Data Package for each project. The data package may include but not be limited to:
    - Water Rights Data (decree, permits, diversion records, filing maps, etc.)
    - Land Acquisition Data (exchange, donation or purchase info; deed(s), appraisal, etc.)
    - Map(s)
    - Aerial Photos (those maintained/obtained by USDA Forest Service, all years)
    - Special-use permit information (if applicable)
    - Locational information on contacts which may have information about the water rights
    - Other relevant information from USDA Forest Service files.

Item 3 shall be provided to the SUB A/E.

D. NATIONAL PARK SERVICE SHALL:

1. Provide the Contracting Officer to administer the A/E Contract.
2. Provide an existing A/E firm to do the work.
3. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **MODIFICATION** . Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

2. **TERMINATION**. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each parties expenses and all noncancellable obligations properly incurred up to the effective date of termination.

3. **OBLIGATIONS**. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

4. **PRINCIPAL CONTACTS**. The principal contacts for this instrument are:

Ed Tafoya, Contracting Officer	David Park
Denver Service Center	Region 2, Physical Resources
National Park Service	USDA Forest Service
P.O. Box 25287	740 Simms
Denver CO. 80225-0287	Golden, CO. 80401
(303) 969-2116	(303) 275-5099

5. **FUNDING EQUIPMENT AND SUPPLIES**. Federal funding under this instrument is not available for reimbursement of National Park Service purchase of equipment and supplies.

6. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS.**. Forest Service support shall be acknowledged in publications and audiovisuals.

7. **BILLING**. The maximum total cost liability to the Forest Service for this instrument is $39,972. Transfer of funds to the National Park Service will be through an On-Line Payment and Collection System (OPAC) billing. The OPAC billing document which the National Park Service will prepare shall contain the following information as the first line of the description or the reference section:

FS Account Data (Region & Unit) -	0231
Job Code -	VWY244 for $39,972
Instrument (Agreement) No. -	01-IA-11020000-028
Agency Location Code -	12-40-0001
Budget Object Code -	2544

A detailed list of charges incurred will be made available upon request. Any excess funds not used for the agreed costs shall be refunded to the Forest Service upon expiration of this instrument.

Send bill to: National Finance Center, ATTN: OPAC
P.O. Box 60000
New Orleans, LA 70160

8. **FREEDOM OF INFORMATION ACT.** The information furnished by the Forest service is subject to the Freedom of Information Act (5 U.S.C. 552)

9. **COMPLETION DATE**. This instrument is executed as of the last date shown below and expires no later than September 30, 2001 at which time it is subject to review and renewal, or expiration.

THE PARTIES HERETO have executed this agreement.

US DEPARTMENT OF AGRICULTURE FOREST SERVICE	US DEPARTMENT OF INTERIOR NATIONAL PARK SERVICE
Rick Cables, Regional Forester or Skip Underwood, Director of Physical Resources, R2, USDA Forest Service	Ed Tafoya, Contracting Officer Denver Service Center, National Park Service
Date	Date

The authority and format of this instrument has been reviewed and approved for signature.

LuAnn Waida Date
FS Agreements Coordinator

FOR FOREST SERVICE USE ONLY

Agreement #: 01-IA-11020000-028
Spending Limit for FY01: $39,972.00
Burden (overhead rate):
Job Code: VWY244
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual): Lump-Sum
Vendor ID (multiple partners?):
If Federal, Agency Location Code:
Program Manager and phone #: David Parks, 303-275-5099
Termination Date: 9/30/01

ECONOMY ACT DETERMINATION REQUEST
(31 U.S.C. 1535 and 48 CFR 17.503)

1. Lake Tahoe Basin Management Unit has a requirement for a Phase II, Detail Program Management Implementation Plan (PMIP) in support of the Lake Tahoe Environmental Improvement Program. The estimated total cost of the LTBMU's portion of the contract is $20,000. Funding in the amount of $20,000 is available, and legal authority exists for this acquisition.

2. This order is in the best interest of the United States Government.

3. The U.S. Army Corps of Engineers is able to obtain by contract (Indefinite Delivery Contract for Watershed Planning Studies with Civil Works within the Sacramento District for the U.S. Army Corps of Engineers) the required service to prepare the PMIP.

4. It is more economical to acquire the service through the U.S. Army Corp of Engineers than from a commercial source. The U.S. Army Corps of Engineers is especially suited and available to contract for this type of service as they are coordinating this for the Lake Tahoe Federal Interagency Partnership and Lake Tahoe Stakeholders; the LTBMU is contributing a share of the cost to complete the PMIP.

5. This action does not conflict with any other Federal Agency's authority or responsibility.

Submitted by:

/s/ Ed Gee	2/26/2002
Requisitioner	Date

File Code: **6320/1580** Date: **Febraury 28, 2002**

Route To:

Subject: **Economy Act Determination FAR 17.5/FSM 1585.12**

To: **Agreement Files, 02-IA-11051900-004**

I certify that use of an interagency acquisition is in the best interest of the Government, and that the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. The Economy Act order (check appropriate response) (__X__) will (____) will not require contracting action by the servicing agency. If ``will'' is checked, the circumstance(s) checked below is/are applicable:

(__X__) 1. The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

(____) 2. The servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

(____) 3. The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.

By: /s/ Kathy Griffin 2/28/2002

Contracting Officer Date

REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT

1. AGREEMENT NUMBER (25)	2. FISCAL YEAR (4)	3. ESTIMATED AMOUNT (11)	4. AGY. BILL IND. (1)	5. TRANS CODE (1)	6. ACTION CODE (1)
02-IA-11051900-004	2002	$20,000.00	1	2	1

7. AGENCY REQUESTING SERVICE			8. AGENCY PERFORMING SERVICE		
NAME (32) USDA Forest Service, Lake Tahoe Basin Management Unit			NAME (32) US Army Corps of Engineers, Sacramento District		
1ST LINE ADDRESS (32) 870 Emerald Bay Road, Ste 1			1ST LINE ADDRESS (32) 1325 J Street		
2ND LINE ADDRESS (32)			2ND LINE ADDRESS (32)		
CITY (21) South Lake Tahoe	STATE(2) CA	ZIP CODE (9) 96150	CITY(21) Sacramento	STATE (2) CA	ZIP CODE (9) 95814-2922

9. SERVICE TO BE PERFORMED (Give brief explanation and basis for determining cost of services. Attach additional sheet if needed.)

Transferred funds will be used to provide a Program Management Implementation Plan (PMIP) for the Lake Tahoe Environmental Improvement Program (EIP) for the Lake Tahoe Federal Interagency Partnership and Lake Tahoe Stakeholders. The PMIP will specifically define the set of coordinated planning, scheduling, financial management, public education, scientific and leadership elements needed to implement sound program management practice for the EIP. Work shall be completed withing 180 days following acceptance of funds.

10. LIST REFERENCES TO CORRESPONDENCE RELATIVE TO THIS WORK (Requesting Agency only.) (50)
IN ACCORDANCE WITH THE ECONOMY ACT OF JUNE 30, 1932, SECTION 601, 31 U.S.C. 1535

11. DURATION OF AGREEMENT		12. METHOD OF PAYMENT			
EFFECTIVE DATE (From) Upon Date of Last Signature	CONTINUING THROUGH 09/30/2002	REIMBURSEMENT		ADVANCE OF FUNDS	
		4	BILLING FREQUENCY		TYPE OF ACCOUNT

13. FINANCING (REQUESTING AGENCY – WHEN NOT SERVICED BY NFC)

APPROPRIATION SYMBOL AND TITLE	PROJECT, ALLOTMENT, OR WORKPLAN NO. (As applicable)

14. FINANCING (REQUESTING AGENCY - WHEN SERVICED BY NFC)

AGENCY CODE	FUND CODE	ACCT. STATION	ACCOUNTING CLASSIFICATION A	B	C	D	E	OBJECT CLASS	AMOUNT
11	TR	0519					IMBA09	2559	$20,000.00

15. FINANCING (PERFORMING AGENCY)

AGENCY CODE	FUND CODE	ACCT. STATION	ACCOUNTING CLASSIFICATION A	B	C	D	E	OBJECT CLASS	AMOUNT

16. LEAVE FACTOR (3) (2)	17. FICA FACTOR (3) (2)	18. OVERHEAD FACTOR (3) (2)
/	/	/

19. REQUESTING AGENCY APPROVAL				20. PERFORMING AGENCY APPROVAL			
SIGNATURE		DATE		SIGNATURE		DATE	
TITLE Forest Supervisor				TITLE			
PERSON TO CONTACT	PHONE (Area Code and No.)	FTS	COMM	PERSON TO CONTACT	PHONE (Area Code and No.)	FTS	COMM
Ed Gee	530/573-2770		X				

FORM AD-672 USDA (Revised 9/86)

INSTRUCTIONS FOR FORM AD - 672 (Revised 9/86)

1. AGREEMENT NUMBER - Enter the Performing Agency's Agreement Number. Enter up to 25 Positions Alpha/Numeric,
First 6 Positions must be

1 - 2 - Agency Code
3 - 4 - Fund Code
5 - 6 - Fiscal Year

2. FISCAL YEAR - Enter 4 Positions, e.g. 1984

3. ESTIMATED AMOUNT - Enter up to $999,999,999.99 omit commas and decimal point.

4. AGENCY BILLING INDICATOR - Enter 1,2,3, or 4

1 - Requesting Agency is an agency serviced by NFC's MISC system
2 - Requesting Agency is a Government Agency, Bill SF 1081
3 - Requesting Agency is a Government Agency, Bill SF 1080
4 - Requesting Agency is other than Federal Government. Bill AD-631

5. TRANSACTION CODE - Enter 0, 1, 2, A, B, C

0 - Revenue - Government

1 - Refund - Government

2 - Reimbursement - Government
A - Revenue - Public
B - Refund - Public

C - Reimbursement - Public

6. ACTION CODE - Enter 1,2,3, or 4
1 - Add New Agreement

2 - Change Existing Agreement
3 - Delete Existing Agreement
4 - Issue Bill for Method of Payment upon demand or upon completion of work

7. NAME AND ADDRESS OF REQUESTING AGENCY

Name (32 positions)
1st Line Address (32 positions)
2nd Line Address (32 positions)

City (21 positions)

State (2 positions)

Zip Code

8. NAME AND ADDRESS OF PERFORMING AGENCY -

Same as item number seven.

9. SERVICES TO BE PERFORMED - Enter brief narrative.

10. LIST REFERENCES FOR CORRESPONDENCE - Enter reference
data that the Requesting Agency requires for Correspondence or Billing

12. METHOD OF PAYMENT

BILLING FREQUENCY - Enter 0, 1, 2, 3, 4, or 5

0 - Immediately
1 - Monthly
2 - Quarterly
3 - Semi-annually
4 - Upon completion of work
5 - Upon demand

TYPE OF ACCOUNT

0 - Transfer of Appropriation Account
1 - Consolidated Working Fund

13. FINANCING (Requesting Agency- When NOT serviced by NFC)
Complete this block only when the requesting agency does not participate
in the Central Accounting System processed by the USDA's National
Finance Center

14. FINANCING (Requesting Agency - When serviced by NFC)
Complete this block only when the requesting agency does
participate in the Central Accounting System processed by the USDA's
National Finance Center.

Agency Code - Enter 2-digit NFC assigned agency code

Fund Code - Enter 2-digit NFC assigned fund code

Accounting Station - Enter assigned accounting station code.

Accounting Classification Code - Enter accounting classification code of requesting agency

Object Class - Self Explanatory

Amount - Enter the estimated agreement amount allowable to each
accounting classification

15. FINANCING (Performing Agency) - Enter agency code, accounting
station, accounting classification code object class and amount
stated in 14 above. Accounting codes used in this agreement
cannot be duplicated in any other agreement number

16. LEAVE FACTOR - If leave is to be considered in billing
the Requesting Agency for services, enter the leave factor. Enter 10.6%
as 010/60 or 10/6

17. FICA FACTOR - If FICA taxes paid are to be considered in billing the
Requesting Agency for services, enter the FICA factor. Enter 6.85%
as 006/85 or 6/85

(e.g. Requesting Agency Agreement Number) or authority for Agreement (e.g. Public Law 97-212).

11. DURATION OF AGREEMENT
EFFECTIVE DATE - Enter month, day, year.
CONTINUING THROUGH - Enter month, day, year.

18. OVERHEAD FACTOR - If overhead is to be considered in billing the Requesting Agency for services, enter the overhead factor. Enter 18% as 018/00 or 18/0.

19. APPROVAL FOR REQUESTING AGENCY - Self explanatory.

20. APPROVAL FOR PERFORMING AGENCY - Self explanatory.

Interagency Agreement between USACE, Sacramento District and USDA, Forest Service, Lake Tahoe Basin Management Unit 02-IA-11051900-004

Standard Provisions For Use With AD-672:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. BILLING. The maximum total cost liability to the Forest Service for this instrument is $20,000. Transfer of funds to the U.S. Army Corps of Engineers, South Pacific Division will be through the Treasury On-Line Payment and Collection System (OPAC) billing. The OPAC billing document which the Army Corps of Engineers prepares shall contain the following information as the first line of the description or the reference section:

FS Reference Document No. (MO)	- (provided by FS Financial Mgmt, Mary Smith)
FS Accounting Station	- 0519
Job Code	- IMBA0902
FS Agreement No.	- 02-IA-11051900-004
FS Agency Location Code	- 12-40-1100
Budget Object Code	- 2559
Performing Agency Location Code	- 00-00-5526

Send copy of bill to: USDA Forest Service
Attn: Mary Smith
870 Emerald Bay Road, Ste 1
South Lake Tahoe, CA 96150
Phone: 530/573-2685

A detailed list of charges incurred will be made available upon request. Any excess funds not used for the agreed costs shall be refunded to the Forest Service upon expiration of this instrument.
The authority and format for this instrument have been reviewed and approved for signature by:

_____ _____
KARINE WAGNER Date
Agreements Coordinator
USFS - IBET Province

FS Agreement No. 01-IA-11020000-002
Cooperator Agreement No. _____
11/20/00

INTRA-AGENCY AGREEMENT
between
USDA FOREST SERVICE, Rocky Mountain Region
and the
USDA FOREST SERVICE, Job Corps National Office

This **INTRA-AGENCY AGREEMENT** is hereby entered into by and between the USDA Forest Service, Rocky Mountain Region, hereinafter referred to as the Regional Office, and the USDA Forest Service, Job Corps National Office, hereinafter referred to as the Job Corps.

A. PURPOSE: The purpose of this agreement is to outline the requirements for office space and related support services needs for the Regional Office and Job Corps.

B. REGIONAL OFFICE SHALL:

1. Provide office space for the Job Corps staff to include one private office and 11-14 adjacent contiguous work stations totaling approximately 2,009 square feet.
2. Provide modular system furniture for each employee work station, including necessary equipment (i.e., telephones, computer terminals, printers, copiers, etc.)
3. Provide mail, fax, payroll, and copier services to the Job Corps.
4. Provide shared conference room, lunchroom, and common use facilities.
5. Provide access to GSA motor pool vehicles which are managed by the Regional Office.
6. Include members of Job Corps in all Regional Office activities, functions, and events that are available or offered to Regional Office employees.
7. Provide IRM support including IBM system administration, user support, LAN support, telephone, calling cards, voice mail, remote access, e-mail, Lotus Notes database development, Oracle database administration.
8. Provide computer room space for Job Corps telecommunications network equipment and IBM computer servers.
9. Provide services in the areas of procurement, property, engineering, fiscal, human resources, IRM, and related administrative supports as proposed by Job Corps. The Job Corps will be a full partner in the identification of the personnel for these positions.
10. The Regional Office will provide contracting support over $25,000 for 18 Job Corps Centers. The Regional Office will maintain the equivalent of one-half GS-1102-13, one GS-1102-12, two GS-1102-11's and one GS-1106-6. The number/makeup of these positions is subject to revision/negotiation based on workload increase/decrease per year. The Regional Office will maintain supervision/training of these positions.
11. The Regional Office will provide minimal, less than 5 percent, small purchase support. It will provide guidance/assistance to all Job Corps purchasing agents relative to training and maintenance of warrant requirements.

C. JOB CORPS SHALL:

1. Pay the Rocky Mountain Regional Office for support services, as outlined above in items B. 1 through 8. The cost of services will be mutually agreed to in writing by both Forest Service organizations prior to June 30 of each year documented in an Annual Operating Plan and Financial Plan submitted by the Rocky Mountain Regional Office.

[illegible] Pay for all salary, training, travel, and transfer-of-station expen[illegible] over the [illegible] Corps personnel and provide all management and operation[illegible] budget and organization.

[illegible]ses, as necessary, for the [illegible] Pay for all salary, training, travel, and transfer-of-station expen[illegible] shown on the attached [illegible] service positions detailed in Clause B. 9 through 11 above and [illegible] [redacted] service position Annual Financial Plan (Attachment A) with the exception of HR [illegible] which will be negotiated in a separate agreement. Job Corps will allocate funds to the agreement. Job Corps [illegible] [illegible] Rocky Mountain Regional Office [illegible] as detailed in the Annual [illegible]

Financial Plan. Non-salary costs will be covered by Job Corps via job codes (direct override).

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall

3. PRINCIPAL CONTACTS. The principal contacts for this instrument is:

orps Project Contact	***Regional Office Project Contact***	***Job Co***
rage tional Office 27	David A. Heerwagen Deputy Regional Forester, Operations P.O. Box 25127 Lakewood, CO 80225-0127 Phone: 303-275-5462 FAX: 303-275-5475 E-Mail: jeverage/jc/usdafs@fsnotes	James L. Eve Job Corps Na P.O. Box 251
P.O. Box 25127 Lakewood, CO 80225-0127 Phone: 303-275-5449 FAX: 303-275-5754 E-Mail: dheerwagen@fs.fed.us		

Regional Office Administrative Contact	***Job Corps Administrative Contact***
Cheri Schmitt Property and Procurement Management P.O. Box 25127 Lakewood, CO 80225-0127 Phone: 303-275-5280 FAX: 303-275-5299 E-Mail: lwaida@fs.fed.us	Wilma Vialpando Job Corps National Office P.O. Box 25127 Lakewood, CO 80225-0127 Phone: 303-275-5467 FAX: 303-275-5475 E-Mail: wvialpando/jc/usdafs@fsnotes

4. COMPLETION DATE. This instrument is executed as of the last date shown below and expires five years from that date at which time it will be subject to review and renewal, or expiration.

FS Agreement No. 01-IA-11020000-002
Cooperator Agreement No.
11/20/00

THE PARTIES HERETO have executed this instrument.

USDA FOREST SERVICE
Job Corps National Office

USDA FOREST SERVICE
Rocky Mountan Region

11/20/00 — 11/20/00

JAMES L. EVERAGE — DATE — for LYLE LAVERTY — DATE
Director — Regional Forester

The authority and format of this instrument has been reviewed and approved for signature.

11/20/00

Cheryl L. Schmitt — DATE
FS Agreements Coordinator

FOR FOREST SERVICE USE ONLY

Agreement #: ~~IA-11020000-002~~ 01-IA-11020000-002
Spending Limit for FY00:
Burden (overhead rate):
Job Code: NFIXJC01
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual):
Vendor ID (multiple partners?):
If Federal, Agency Location Code:
Program Manager and phone #: ~~Karen Simpson (303) 275-5284~~ Dave Heerwagen (303) 275-5449
Termination Date: 11/20/05

11/20/00

NFIXJC01

PEK L. CHILDS

Page 3 of 3

R2 and JCCC Annual Operations Agreement							
For the Period of July 1, 2000 to June 30, 2001							
					FY 00	**FY01**	
				SALARY	**JULY 1 - SEPT 30**	**OCT 1 - JUNE 30**	**TOTAL**
	DAILY	**261**	**JC**	**AT DIFF OF**	**3 MONTHS**	**9 MONTHS**	**SALARY**
COST ITEM:	**RATE**		**%**	**% OR DAYS**	**OR 65 DAYS**	**OR 196 DAYS**	**& FACIL**
					OR 30%	**OR 70%**	**COSTS**
FISCAL - SANDERS	268.02	69,953	100		17,421	52,532	69,953
HR - [redacted]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]
HR - [redacted]	296.44	77,371	60	46,423	11,561	34,862	46,423
HR - [redacted]	270.01	70,470	25	17,618	4,388	13,230	17,618
HR - [redacted]	354.12	92,425	70	64,698	16,113	48,585	64,698
HR - ADMIN SUPPORT/GS-7 (25 DAYS)	127.2	4,607	100		1,382	3,225	4,607
HR - ADMIN SUPPORT/GS-5 (25 DAYS)	146.43	3,808	100		1,142	2,665	3,808
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]
P&PM - [redacted]		5,000	100		1,245	3,755	5,000
RMAST		303,128	100		75,492	227,636	303,128
	JC Days						
	Contrib	Daily Rate	Cost				
IRM - [redacted]	1	279.00	279.00				
IRM - [redacted]	20	262.29	5,245.80				
IRM - [redacted]	5	272.40	1,362.00				
IRM - [redacted]	3	264.13	792.39				
IRM - [redacted]	9	261.67	2,355.03				
IRM - [redacted]	180	214.00	38,520.00				
IRM - [redacted]	5	294.58	1,472.90				
IRM - [redacted]	5	302.18	1,510.90				
IRM - [redacted]	19	283.33	5,383.27				
IRM - [redacted]	1	270.22	270.22				
IRM - [redacted]	5	292.67	1,463.35				
IRM - [redacted]	10	301.97	3,019.70				
IRM TOTAL			61,675		15,360	46,315	61,675
TOTAL SALARY COSTS							**734,622**
FACILITATING SERVICES	136,175		100		40,853	95,323	**136,175**
TOTAL SALARY & FACILITIES COSTS							**870,797**
SEPARATE AGREEMENT - OWCP							
HR - [redacted]	270.31	70,551	50	35,275	8,785	26,490	**35,275**
GRAND TOTAL JOB CORP							**906,072**
2 RO DOCUMENTS WILL BE REQUIRED							
FOR THE 2 FISCAL YEARS							

COLLECTION AGREEMENTS (CO)

ppt

FSM 1584
FSM 2720 SPECIAL USES ADMINISTRATION (Granger-Thye)
FSM 1950 ENVIRONMENTAL POLICY & PROCEDURES (NEPA)
FSM 5400 LANDOWNERSHIP (Small Tracts Act)
FSM 1509.11 CHAPTER 30

ppt

A Collection Agreement (CO) is used to accept money, equipment, property or products by the Forest Service from a non-Federal party to carry out a purpose authorized by law.

ppt

Collection Agreements may involve either advances or reimbursements.

ppt

The Forest Service, or anyone acting on behalf of the Forest Service, is prohibited from soliciting money, either verbally or in writing for the agency. An exception to this is the National Forest Foundation who has legislative authority to solicit funds on behalf of the Forest Service.

ppt

More and more often, Forest Service employees are applying for grant funding from non-F entities. Some things to consider before sending an application are:

ppt

1. Does the FS have the authority to collect the money if the application is approved?
2. Can the money be used on NFS land?
3. If the intent is to involve a third party or another cooperator, does the FS have the authority to cooperate with and/or involve them?
4. Always confer with your agreements coordinator before sending an application in for grant funding.

The primary point to remember is that as a federal agency, **the Forest Service must have legislative authority to accept funding from other non-FS entities.** It is not enough that someone wants to give us money; there must be legislation that allows us to collect and spend it.

COOPERATIVE FUNDS ACT OF JUNE 30, 1914, as amended (16 USC 498)
FSM 1584.11

ppt

This law authorizes the Forest Service to collect funds from cooperators to perform work that's the responsibility of the Forest Service.

ppt

- Cash, checks or money orders only
- May be advance or reimbursement
- Work is the responsibility of the Forest Service, and must be on NFS land
- Contributions must be voluntary
- You should try to collect overhead; however, overhead can be waived. If waived, it will be paid with Forest Service project funds.
- Funds must be accounted for separately – CWFS/NFEX
- No conflict of interest or appearance of conflict of interest
- Acceptance of funds shall not be conditioned upon endorsement of firms or products

Examples of types of work:

ppt

- Construction and maintenance of NF improvements.
- Protection of NF from fire, insects, disease, etc.
- Management activities like planning, analysis and studies related to resource activities.

Highlight Clauses/Emphasis Items:

Reimbursement payment > $25,000 requires bonding, unless cooperator is governmental entity.

Overhead can be waived.

Samples:

California Land Management Agreement

Wyoming DOW Agreement

COLLECTION AGREEMENT
BETWEEN
CALIFORNIA LAND MANAGEMENT
AND
USDA FOREST SERVICE
TAHOE NATIONAL FOREST

THIS COLLECTION AGREEMENT is entered into by and between California Land Management, hereinafter referred to as CLM; and the U.S. Department of Agriculture, Forest Service, Tahoe National Forest, hereinafter referred to as FOREST SERVICE; under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498).

I. PURPOSE:

CLM is the concessionaire operating campgrounds and recreation facilities on the Truckee Ranger District. CLM is not required to conduct an interpretive program as part of their special use permit, nor were they given additional credit for providing optional interpretive programs during the evaluation of their bid proposal for the Truckee Complex Campground Concessionaire permit.

CLM and the Forest Service have jointly agreed to pursue the implementation of an interpretive program for the benefit of all forest visitors and specifically campers in concessionaire campgrounds. CLM voluntarily desires to contribute funds by which the FOREST SERVICE can provide the technical expertise, information, and means for interpretive presentations at campgrounds and recreation facilities operated by CLM.

In consideration of the above premises, the parties hereto agree as follows:

II. THE COOPERATOR SHALL:

1. ADVANCE PAYMENT BY COOPERATOR TO FOREST SERVICE. Upon presentation of a Bill for Collection, make an advance deposit in the amount of TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN dollars and FORTY cents ($2,867.40) for the purpose of paying costs associated with funding an interpretive program at campgrounds and recreation facilities operated by CLM as the concessionaire. This amount includes required 18% overhead assessment. Exhibit A attached hereto, and by this reference incorporated herein, displays the breakdown of these costs.

2. Campground hosts will post flyers advertising programs, and promote programs by talking to visitors in the campgrounds. Provide an area, as needed to conduct the programs.

3. The area manager will provide feedback to the Forest Service interpreter's supervisor about visitors as reaction to programs, interpreter's demeanor and attitude, and whether programs are having

a positive or negative impact on campground operations.

III. THE FOREST SERVICE SHALL:

1. ADVANCE BILLING. Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of 18%.

Billings shall be sent to: California Land Management
Attention Eric Mart, President.
675 Gilman Street
Palo Alto, CA 94301

2. Conduct interpretive programs at concessionaire campgrounds and recreation facilities. Provide supervision, housing, office space and utilities, uniform and Forest Service specialist's time for assistance in preparing and presenting programs.

3. Provide CLM with a schedule of interpretive events, posters for advertising, and needs for space for presenting programs.

4. Deposit the payments received from the Cooperator into a Forest Service cooperative work fund.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Dianna Suarez or Bob Moore	Red Wood or Jay Vanderpool
USDA Forest Service	California Land Management
Truckee Ranger Station	675 Gilman Street,
10342 Highway 89N	Palo Alto, CA 94300
Truckee, CA 96161	1-800-995-9146

(530) 587-3558 (ext. 54) or (ext. 47)

4. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

5. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

6. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2002, at which time it will expire unless extended.

7. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.

8. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

9. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator.

10. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

ERIC MART President California Land Management	Date Taxpayer Identification Number
STEVEN T. EUBANKS, Forest Supervisor USDA Forest Service	Date

Tahoe National Forest

The authority and format for this instrument have been reviewed and approved for signature by:

/s/ *Karine Wagner*	06/27/2002
KARINE WAGNER	Date
Agreements Coordinator	
USFS - IBET Province	

EXHIBIT A
To
COLLECTION AGREEMENT
Between
California Land Management
and
USDA -Forest Service
Tahoe National Forest

DESCRIPTION OF WORK:

Pay a portion of costs associated with funding a Student Conservation Association (SCA) resident assistant, purchase of supplies for interpretive programs, travel expenses from duty station to campgrounds and supervisor's time.

COSTS:	VEHICLE#	3223	@	1250	MILES	x	$ 0.36	/MILE	=	$ 450.00
	NAME:	Diane Minutilli, Itnterpretive Spec.	@	5	DAYS	x	$166.00	/DAY	=	$ 830.00
	NAME:	Erin Galiger, SCA Resident Asst.	@	20	DAYS	x	$ 45.00	/DAY	=	$ 900.00
	OTHER:	Program Supplies							=	$ 250.00
								Subtotal	=	$ 2,430.00
								Administrative Costs (18%)	=	$ 437.40
								Total to be Collected	**=**	**$ 2,867.40**

Default Job Code: RWRE63

PROJECT GRANT AGREEMENT
BETWEEN
WYOMING GAME AND FISH COMMISSION
AND
USDA FOREST SERVICE, NATIONAL FOREST

1. PARTIES:

This Project Grant Agreement is made and entered into by and between the Wyoming Game and Fish Commission, hereinafter referred to as the Grantor, and the USDA Forest Service, , hereinafter referred to as the Grantee. This agreement is made pursuant to W.S. 23-1-302(a)iii,iv,x,xi, and the Cooperative Funds Act of June 30, 1914, as amended (16 U.S.C. 498).

Comment [USFS6]: Insert National Forest

2. PURPOSE AND CONSIDERATION:

The program provides matching funds to Wyoming communities, other government agencies, nonprofit organizations and other entities for nonprofit purposes in consideration for the enhancement and improvement of Wyoming's natural resources. The purpose of this agreement is to describe conditions for a $ grant provided by the Grantor to the Grantee for the following project:

.

Comment [USFS7]: Name of program from which funding is being provided

Comment [USFS8]: Name of project being funded

3. RESPONSIBILITY OF THE PARTIES:

a. The Grantor shall:

1. Provide the Grantee with a $ grant.

2. Inspect the completed project to ensure it was constructed in compliance with terms of the project application dated and attached herein.

3. When appropriate, work with the Grantee to use signing to coordinate publicity acknowledging all project sponsors.

4. Publicize cooperative projects.

b. The Grantee shall:

1. Obtain all necessary permits and authorizations, and any applicable access agreements for the project.

2. Provide the Grantor with documentation of any National Environmental Policy Act (NEPA) compliance required for the project.

3. Construct the project as described in the project application.

4. Provide the Grantor with documentation that the project sponsor(s) contributed at least 50% of the project costs in terms of money or in-kind matching and complete the Game and Fish Fiscal Grantee Close-out Report.

5. Install applicable signage.

6. Assume full responsibility for maintenance of the completed project for the agreed period of time.

7. Allow the Grantor, its Agents, or assignees to enter upon the land at reasonable times for inspection and to fulfill the responsibilities of all parties to this agreement.

8. Abide by all mutually agreed upon site specific project terms provided in any attachments.

9. All funds will be used for actual on-the-ground work and not for indirect expenses.

4. PERIOD OF PERFORMANCE:

The effective period of this agreement shall begin upon the date the last required signature is affixed hereto and shall end on . The Grantor shall not be liable for nor be obligated to pay for any grant performance prior to or after the effective period of this grant agreement.

Comment [USFS9]: Insert date

5. METHOD OF PAYMENT:

The Grantor shall issue a warrant to the Grantee upon execution of this agreement and receipt of a request for payment. Payment will be made in accordance with W.S. 16-6-602 and Grantee will provide documentation of funds expended within 60 days of funds disbursement.

6. MODIFICATION:

Modifications to this agreement on behalf of the Grantor requires at least the approval of the Director or Deputy Director of the Wyoming Game and Fish Department. This agreement may be modified as necessary by mutual consent of both parties as set forth in a signed and dated written amendment. The Grantee assumes all risks, liabilities, and consequences of performing additional work outside the specified scope of this agreement without a prior approved amendment.

7. TERMINATION:

Either party, without cause, may terminate the agreement by providing 30 days written notice. The Grantor may unilaterally terminate the agreement, in whole or in part, at any time before the expiration date whenever it is determined the Grantee has failed to comply with the conditions of the agreement. The Grantee shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Payment of all Grantee expenses authorized by this grant agreement and all noncancelable obligations properly incurred up to the effective date of termination shall be made by the Grantor.

8. AUDIT:

At the Grantee's option, he shall either provide written documentation (copies of invoices, cancelled checks) of how the Grantor's funds were expended or the Grantor or its authorized representative shall have access, for purposes of audit, to any books, documents, papers, and records of the Grantee which are directly pertinent to the project and for five years after the final disbursement of funds to the Grantee.

9. REVERSION OF EXCESS FUNDS:

Any unused Grantor funds from this project must be returned to the Grantor within 60 days subsequent to completion or termination of the project agreement.

10. SOVEREIGN IMMUNITY:

The State of Wyoming and the Grantor do not waive sovereign immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. 1-39-104(a) and all other state law and federal law.

11. COMPLIANCE WITH THE LAW:

a. Both parties agree to comply with all applicable local, state and federal laws, rules, and regulations in performing this agreement.
b. The Grantee agrees to comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.
c. It is further agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity of the Grantor on the basis of race, color or national origin.
d. The Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990 where applicable.

12. AUTHORIZED FUNDING:

Nothing in this agreement shall be construed as obligating the expenditures of either party's funds in excess of appropriations authorized by law or as authorized by the Grantor.

13. PROPERTY IMPROVEMENTS:

Improvements place on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

14. PARTICIPATION IN SIMILAR ACTIVITIES:

This instrument in no way restricts the Forest Service or the Grantor from participating in similar activities with other public or private agencies, organizations, and individuals.

15. OWNERSHIP:

No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

16. PRINCIPAL CONTACTS:

The principal contacts for this instrument are:

USDA Forest Service	Wyoming Game and Fish Commission

Comment [USFS10]: Name of FS Contact

Comment [USFS11]: Name WGF Contact

Comment [USFS12]: Address

Comment [USFS13]: Address

Comment [USFS14]: City State Zip

Comment [USFS15]: City State Zip

Comment [USFS16]: Phone Number

Comment [USFS17]: Phone Number

Comment [USFS18]: E-mail address

Comment [USFS19]: E-mail address

17. RESTRICTION FOR DELEGATES:

Pursuant to Section 22, Title 41, United States Code, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom.

18. CERTIFICATION:

Acceptance of this grant constitutes certification that the Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency.

Acceptance of this grant constitutes certification that to the best of the Grantee's knowledge and belief:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence 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 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 funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form –LLL.

19. AUTHORIZED SIGNATURES AND EXECUTION:

By signing this Agreement, the parties certify that they have read and understand it, agree to be bound by the terms of the Agreement, have the authority to sign it, and have received a signed and dated copy of the Agreement. The parties hereto execute the Agreement and it becomes effective as of the last dated signature below.

WYOMING GAME AND FISH COMMISSION

_____

Director **Date**

_____

Chief Fiscal Officer **Date**

_____

Attorney General Representative **Date**

GRANTEE

_____

USDA Forest Service **Date**

The authority and format of this instrument has been reviewed and approved for signature.

_____

FS Agreements Coordinator **Date**

GRANGER-THYE ACT OF APRIL 24, 1950 (16 USC 572)
FSM 1584.12

ppt

This law authorizes the Forest Service to collect funds from cooperators to perform work that's the responsibility of the cooperator.

ppt

- Collect full costs, including overhead, for work to be performed in advance
- Work is the responsibility of the cooperator, and may be on or off NFS land
- Must be public benefit from accomplishment of the work
- Voluntary contribution of funds
- Acceptance of funds cannot be contingent on endorsement of firms or products
- Overhead CANNOT be waived
- Forest Service cannot be held liable for damage
- Acceptance of services is not authorized

Example of types of work –
Land Exchange Survey
Biological Evaluations
Cultural Resource Surveys
Concessionaires

Highlight Clauses/Emphasis Items:
Advance payment
Overhead
Liability

Samples:
Small Tracts Act Agreement

FS Agreement No. CC-09-04-99-062
Cooperator Tax ID No. 75-2533322
04/29/99

COLLECTION AGREEMENT

between

USDA FOREST SERVICE, RIO GRANDE NATIONAL FOREST
and
ROBERT E. NOLEN, JR.

THIS COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Rio Grande National Forest, hereinafter referred to as the Forest Service, and Robert E. Nolen, Jr., hereinafter referred to as the Cooperator under the provisions of the Granger-Thye Act of April 24, 1950.

A. PURPOSE

The sale of a tract of land in the Rio Grande National Forest, described as Small Tract Act (STA) Tract No. RG 3010, is desirable to resolve a land managment problem.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

Cooperators have been determined to be eligible applicants for the sale of Tract No. 3010, (document [illegible]

[redacted]

$1,[illegible] (see Exhibit A) including overhead, for the specific payment period. Billings will be sent to:

Robert E. Nolen, Jr.
2650 Firewheel Drive
Flower Mound, TX 75208

2. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.

3. Prepare and execute a quitclaim deed to the subject land upon approval of all required documents and upon receipt of the land value.

4. Prepare the field survey, plat preparation and legal description preparation of STA RG 3010.

D. COOPERATOR SHALL:

1. Provide funds in advance in the amount estimated by the Forest Service to be needed for a Small Tracts Act Survey and Plat preparation. Said statement will conform to existing standards as contained in Forest Service Handbook 5409.12. Amounts as determined by the Forest Service will be added to these costs to cover the Forest Service administrative costs.

Page 1 of 4

cc: Cindy
Wyoma
6/24/99

2. Pay the appraised value of STA Case No. RG 3010 by certified check.

3. Pay for the survey, survey plat and legal description of Tract 3010.

4. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

5. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collection and reporting on any delinquent amounts arising out of such person's relationship with the Government, as hereby been given.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. MODIFICATIONS. Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

3. PRINCIPAL CONTACTS. The principal contacts for this instrument is:

Wyoma Hansen, Realty Specialist USDA Forest Service Rio Grande National Forest 1803 W. Hwy 160 Monte Vista, CO 81144 (719) 852-5941	Robert E. Nolen, Jr. 2650 Firewheel Drive Flower Mound, Texas 75208 (972) 539-0608

4. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination.

6. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the [illegible] shall be [illegible] property of the United States. Title to improvements shall remain in the United States. Upon termination or revocation of the Forest Service [illegible] National Forest [illegible] improvements shall [illegible].

7. HOLD HARMLESS. The cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

8. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

9. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on December 31, 1999 at which time it will be subject to review, renewal, or expiration

THE PARTIES HERETO have executed this agreement.

ROBERT E. NOLEN, JR.	USDA FOREST SERVICE RIO GRANDE NATIONAL FOREST
[illegible] [illegible]	[illegible] 6/21/99
ROBERT E. NOLEN, JR. DATE COOPERATOR	STEPHEN PEDIGO DATE FOREST SUPERVISOR

The authority and format of this instrument has been reviewed and approved for signature.

[illegible] 6/24/99
FS Agreements Coordinator Date

EXHIBIT A
Collection Agreement
Estimate of Costs
Robert E. Nolen, Jr.
Small Tracts Act Case No. RG 3010

1) Surveying Costs:

Monuments, posts and signs	$ 110.00
2 Surveyors @ 2 days $414/per day	828.00
Miscellaneous Expense	95.00
Plat Preparation 1 day 1 person	173.00
Prepare Description and Corner Cards	120.00
[illegible]	[illegible]

Survey Costs for STA (rounded) **$1,350.00** **Total $**

2) Administrative Assessment;

$1350.00 X 11.29% (Assessment Fee) = $ 153.00

Total Administrative Assessment (rounded) **$ 153.00**

Total Estimated Cost for Items 1 & 2 **$1,503.00**

ACCEPTANCE OF GIFTS ACT OF OCTOBER 10, 1978
FSM 1584.13

ppt

The Secretary of Agriculture may accept gifts of cash and/or real and personal property.

ppt

- Gifts may include
  - Cash
  - Real or personal property
  - Net proceeds from liquidation of any real or personal property
  - Proceeds of any insurance on any gift property
- Acceptance of gifts cannot be contingent on endorsement of firms or products
- Acceptance of services is not authorized under this Act (Volunteer Act)
- Gifts cannot be accepted from interested parties (7 CFR 0.735-12(s))
- Donated funds are a voluntary, gratuitous transfer of cash to the Forest Service

(In contrast to donated funds, contributed funds are a transfer of cash with consideration for a specific project pursuant to the Coop Funds Act of June 30, 1914 and Granger-Thye.)

- Memorandum – A memo to the donator should cite the authority that the gift is being accepted under, and if known, what gift will be used for.

INTERESTED PARTY/PROHIBITED SOURCE

ppt

An entity or individual who is or seeks to be engaged in contractual, financial, or business relations with the Forest Service, and who has a legally recognized private interest that may be substantially affected by the proposed activity. Interested parties include Forest Service permittees, vendors, bidders and potential bidders on Forest Service timber sales, licensees, and organizations engaging in activities regulated by the Forest Service.
This concept applies to gifts of real or personal property and donated funds.

SAMPLES:

Acceptance of Donation Letter

United States Department of Agriculture | **Forest Service** | **Washington Office** | **14th & Independence SW**
P.O. Box 96090
Washington, DC 20090-6090

Reply To: 1580

Date: January 5, 1993

Mr. Joe Generous
1111 S. 20th Street
Glenbrook, MI 22233

Dear Mr. Generous:

Thank you for your gift of $5,000. We intend to use your donation to improve wildlife habitat on National Forest System lands.

We accept this gift under the authority of the Acceptance of Gifts Act of October 10, 1978, 7 U.S.C. 2269. For the purposes of the Federal income, estate, and gift tax laws, your gift may be considered as a gift, bequest, or devise to the United States. However, you should confirm this with your accountant or a representative from the Internal Revenue Service.

Once again, thank you so much for your gift. It will make a real difference in improving our wildlife habitat.

Sincerely yours,

/s/ Daniel D. White
Daniel D. White
Forest Supervisor

cc:
W&F
B&F

CHALLENGE COST SHARE AGREEMENTS (CS)

FSM 1587.12
FSH 1509.11 CHAPTER 60
INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT OF 1992
(Pub L 102-154)

ppt

Authorizes the Forest Service to cooperate with other parties to develop, plan and implement projects that are mutually beneficial to the parties that enhance Forest Service activities. This includes financing projects with matching funds from cooperators. Cooperators may be public and private agencies, organizations institutions and/or individuals.

ppt

- Expenditures shall be commensurate with value received. ppt
- Forest Service may reimburse cooperator for part of actual costs of materials and/or labor. Reimbursement can **NOT** be based on value, but must be actual costs incurred in support of the project. ppt
- No advance payments allowed.
- Appropriated funds cannot be used for improvements on non-federal lands. ppt
- Match can be cash, real or personal property, services, and/or in-kind contributions ppt
- Financial plans required prior to start of work
- Program income resulting from project must be shown on financial plan. ppt
- Modifications do not need to retain the cost share ratio, but do need to be commensurate with level of effort or funding provided. ppt
- Federal Acquisition Regulations might apply (50% rate - See Partnership Procurements tab.)

Forest Service Form 1580-1, Cost Share Agreement/Cost Reimbursable Agreement, may be used in lieu of a narrative format for Challenge Cost Share Agreements. Mandatory provisions are incorporated by reference on the FS 1580-1. Clauses may also be incorporated by reference on narrative Challenge Cost Share Agreements. Attachments to this form should include the parties' responsibilities, a detailed Financial Plan, and any other information germane to the agreement.

Highlight clauses/emphasis items:
- Davis Bacon/Service Contract Act
- Copyright
- Publication Sale
- Reimbursement
- Challenge Cost Share Case Studies
- Partnership Procurement (see that section) ppt

Samples:
Challenge Cost Share Case Studies
Rocky Mountain Nature Association

CHALLENGE COST-SHARE
CASE STUDIES

1. A cooperator wants to enter into a partnership in which we help fix the road going to his house. Can we do it?

   If there is public benefit we may be able to do under the Granger-Thye authority. But cooperator would have to pay all costs relating to work on non-federal land.

2. Cooperator approaches us and wants to do some work for us. He does the work and we pay him. Can we do it?

   No. This is a straight procurement (payment for services).

3. A group wants to do a riparian inventory on your Forest. The group's mission is to promote the health of riparian communities in the State. They give you a proposal that shows the FS picks up 85% of the costs, and they donate their overhead, profit and clerical support. Can we do it?

   We may be able to do this. Would need to eliminate the profit and renegotiate items of contribution and reimbursement. There may be a duplication of costs between overhead and clerical costs.

4. Cooperator wants to work on a project with us that is part of our normal FS activities. All of their contribution is in volunteer labor and donated supplies. There is a 50/50 split in the total cost of the project. Can we do it?

   This would be a perfect Challenge Cost-Share opportunity. This would not be a situation where a Volunteer Agreement would be used due to the supplies being donated.

5. Same situation as previous question, but cooperator wants reimbursement from the FS for some of the labor and supplies. If we reimburse the cooperator, we still will not exceed paying 50% of the agreement. Can we do it?

   No. We cannot reimburse on volunteer labor and donated supplies. If there were actual costs incurred by cooperator, then we may be able to reimburse a portion.

6. Cooperator wants to be reimbursed for costs incurred prior to getting the agreement signed and financial plan completed. Can we do it?

   No.

CHALLENGE COST SHARE AGREEMENT
BETWEEN
THE ROCKY MOUNTAIN NATURE ASSOCIATION
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ROCKY MOUNTAIN REGION

Comment [USFS20]: Page: 1
Insert National Forest/Region

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Rocky Mountain Nature Association, hereinafter referred to as RMNA, and United States Department of Agriculture Forest Service, Rocky Mountain Region, hereinafter referred to as Forest Service, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154.

Comment [USFS21]: Page: 1
Insert Cooperator's Name

Comment [USFS22]: Page: 1
Insert Cooperator's Name or Cooperator

Comment [USFS23]: Page: 1
Insert name of National Forest/Region

A. PURPOSE:

Comment [USFS24]: Page: 1
Explanation about what parties are going to do i.e., build, install, replace

The purpose of this agreement is to work cooperatively to develop and implement long- term maintenance strategies for historic structures that serve the public, provides efficiency, maintains historic values, and provides managers a variety of management information.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Comment [USFS25]: Page: 1
FS benefits and interest; partner's benefits and interest, and mutual benefit and interest.

It is in the interest of the Forest Service to convey to the public the understanding that historic resources can be managed and conserved to provide for resource sustainability, preservation, and public enjoyment, as well as protection of unique, rare, and significant buildings. The Forest Service will benefit because the RMNA can better make available to the public certain types of information related to historic buildings which may have public-service, donor, or philanthropic appeal. The RMNA is dedicated to the comprehensive and professional preservation of natural and cultural resources. The RMNA will benefit by having a closer affiliation to historic building preservation aspects of the Forest Service, in an arena of expertise and management that they are already providing for other agencies.

Both parties mutually benefit because they are dedicated to professional management of the Nation's cultural resources, and in developing local and regional partnerships with similarly interested organizations and institutions.

C. FOREST SERVICE SHALL:

Comment [USFS26]: Page: 1
Fully describe all work, tasks, studies, reports, funding, reimbursements, collections, inspections, consultations, and cooperation the FS will perform.

1. Reimburse the RMNA for certain actual expenses in an amount not-to-exceed $30,000 as shown in the attached Financial Plan.
2. Provide the salary and time of professional Forest Service archaeologists/historians to supervise and support the cooperative projects.
3. Provide relevant federal direction and guidance on federal laws and policy as necessary.

D. RMNA SHALL:

Comment [USFS27]: Page: 1
Cooperator or Cooperator's Name

Comment [USFS28]: Page: 1
fully describe all work, tasks, studies, funding reimbursements, collections, inspections, consultations and cooperation the partner will perform.

1. Provide analysis, modification (if necessary), and maintenance of a Forest Service database related to the condition, location, availability, and dispensation of certain historic structures within the Region.

2. Modify or re-design an electronic World Wide Web-based access which markets, reserves, or makes known to the public, information about the historic buildings in the above-mentioned database.
3. Provide information for consideration of FS decision-makers regarding long-term management of certain historic buildings of mutual interest.
4. Assess the condition, provide for stabilization, and implement an alternative re-use program for a historic building on the Arapaho-Roosevelt NF which is compatible with the Forest Service long term management goals for historic structure management.
5. Provide the salary and time to supervise the activities as determined by the partners on a project-by-project basis, who would most closely match the Forest Service needs.
6. Provide the services of one or two intermittent employees to effect the work items on a project-by-project basis.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. CONTINUING PARTNERSHIP. Both parties will arrange for a continuing consultation on an annual basis to discuss the conditions covered by this agreement and agree to actions necessary to implement and further the stated goals. These goals will be agreed to in writing by both parties in accordance with E.7 below.

2. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. Forest Service support shall be acknowledged in **any** publications and audiovisuals developed as a result of this instrument.

3. FEDERAL COST PRINCIPLES. This agreement will be governed by OMB Circular No. A-122, Cost Principles for Nonprofit Organizations with exclusions listed in Attachment C of OMB Circular No. A-122 and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

4. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding may reduce the debt by:

   a. Making an administrative offset against other requests for reimbursements.
   b. Withholding advance payments otherwise due to the cooperator.
   c. Taking other action permitted by statue.

   Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

5. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.

6. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment.

Comment [UFS29]: Page: 1
When development of publications or production of audiovisuals is approved, this is mandatory: DG, CA, CS, PA, JV, CR.

Comment [UFS30]: Page: 1
This is mandatory: CS, PA, JV, CR

Comment [USFS31]: Page: 1
Insert one of the following three OMB Circular descriptions listed below. Delete the two not used.

Comment [UFS32]: Page: 2
This is mandatory when the Forest Service is transferring or exchanging funds: CS, PA, JV, CR, RD.

Comment [UFS33]: Page: 2
Unless the cooperator has already furnished the TIN, this is mandatory when the Forest Service is transferring funds to other than another federal agency: CS, PA, JV, CR, RD.

For CO agreements; if a Bill for Collection is to be generated or if a refund is possible, FFIS requires a TIN be used. Otherwise for CO use of this provision is optional.

Comment [USFS34]: Page: 2
When no equipment is approved for purchase, this is mandatory: DG< CA, CS, PA, JV, CR, IG, IC

7. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

8. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to this agreement shall be retained for a period of 3 years.

9. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

10. NONDISCRIMINATION. The recipient/cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

> ***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that ***"This institution is an equal opportunity provider."***

11. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

Comment [USFS35]: Page: 2
This is mandatory: CO, LI, SI, RU, SU, MU, RD. Optional use for Inter and Intra-agency Agreements depending on type of IA used.

Comment [USFS36]: Page: 2
If for DG, CA, CS, PA, JV, CR, add this sentence as the last sentence in the provision. Otherwise, delete this sentence.

Comment [USFS37]: Page: 3
This is mandatory, except for Inter or Intra-agency agreement: CS, PA, JV, CR, RD

Comment [USFS38]: Page: 3
This is mandatory, except for Inter and Intra-Agency agreements: CO, CS, LI, SI, RU, SU, MU, PA, JV, CR

Comment [UFS39]: Page: 3
This is mandatory. All agreements that produce public information, public education, or public distribution of materials or information.

Comment [USFS40]: Page: 3
When improvements result from a project on National Forest System lands, this is mandatory: DG, CA, CO, CS, PA, JV

12. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

13. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

14. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2006 at which time it will expire unless extended.

15. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

16. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

    No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

    Excess funds shall be refunded within 60 days after the effective period.

17. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact	***Cooperator Project Contact***
Terri Liestman USDA Forest Service Rocky Mountain Region P.O. Box 25127 Lakewood, CO 80225	Curt Buchholtz Rocky Mountain Nature Association Estes Park, CO 80517
Phone: 303-275-5051 FAX: 303-275-5366 E-Mail: tliestman@fs.fed.us	Phone: 970-586-0108 FAX: 970-586-1310

Rocky Mountain Region
P.O. Box 25127
Lakewood, CO 80228

Estes Park, CO 80517

Phone: 303-275-5280
FAX: 303-275-5299
E-Mail: lwaida@fed.fs.us

Phone: 303-586-0108
FAX: 970-586-1310
E-Mail: Heidi_Knudsen@nps.gov

18. AVAILABILITY OF FUNDS. Funds in the amount of $30,000 are currently available for performance of this instrument through 9/30/06. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond 9/30/06, until funds are made available to the Forest Service for performance and until the recipient/cooperator receives notice of availability to be confirmed in a written modification by the Forest Service.

19. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

20. ELECTRONIC FUNDS TRANSFER. The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

    a. The payment recipient/cooperator does not have an account at a financial institution.
    b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
    c. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

    To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

21. PAYMENT/REIMBURSEMENT. Forest Service shall reimburse the cooperator for the Forest Service's proportionate share, 35 percent of actual expenses incurred, not to exceed $30,000, reduced by program income, and other Federal and nonfederal cash contributions, as

Comment [USFS50]: Page: 5
When open-ended instruments are contemplated (FSM 1581 and FSM 1587.03), this is mandatory: (this provision shall be incorporated in the original instrument and must be incorporated and updated on modifications for subsequent performance periods. This provision is not applicable to Inter and Intra-agency agreements: DG, CA, CS, PA, JV, CR, IG, IC

Comment [USFS51]: Page: 5
Insert amount of funds to be obligated

Comment [USFS52]: Page: 5
Insert date

Comment [USFS53]: Page: 5
Insert date

Comment [USFS54]: Page: 5
This is mandatory when it is anticipated that the cooperator will be contracting with another party for public works and service type contracts: CS, A, JV

Comment [USFS55]: Page: 6
Unless the recipient/cooperator is already using EFT, this is mandatory: DG, CA, CS, PA, JV, CR. If changes occur to the phone numbers or the World Wide Web address, make those changes accordingly.

Comment [UFS56]: Page: 6
WHEN REIMBURSABLE PAYMENTS ARE APPROVED, THIS IS MANDATORY: CS, PA, JV. Remove the reference to program income when not applicable. Remove column to "Send copy to" if not required by the Forest Service.

Comment [USFS57]: Page: 6
Insert percentage

Comment [USFS58]: Page: 6
Insert total amount

shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit quarterly billing(s). The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

Comment [USFS59]: Page: 6
Insert type of billing (monthly, quarterly, semi-annual, lump-sum)

Send original to:
Terri Liestman
USDA Forest Service
Rocky Mountain Region
P.O. Box 25127
Lakewood, CO 80228

Phone: 303-275-5051
E-Mail: tliestman@fs.fed.us

22. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.

Comment [USFS60]: Page: 7
This is mandatory: CO,CS, PA

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

ROCKY MOUNTAIN NATURE ASSOCIATION

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

Comment [UFS61]: Page: 7
Cooperator Name

Comment [UFS62]: Page: 7
Staff Name

Comment [fs63]: Page: 7
Staff/District Name

CURT BUCHHOLTZ DATE
Executive Director

RICK D. CABLES DATE
Regional Forester

Comment [fs64]: Page: 7
Cooperator Signatory Name

Comment [fs65]: Page: 7
FS Signatory Name

Comment [fs66]: Page: 7
Title of Cooperator's Signatory

Comment [fs67]: Page: 7
Title of FS Signatory

The authority and format of this instrument has been reviewed and approved for signature.

LuAnn Waida DATE
FS Agreements Coordinator

Comment [USFS68]: Page: 7
Insert name of Agreements Coordinator

Job Code – RWY356 0231 - $15,000
IMMA12 0231 - $15,000

FOR FOREST SERVICE USE ONLY

Agreement #.: 01-CS-1102
Spending Limit – FY06: $30,000
Burden (overhead rate):
Job Code: See above
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual): Quarterly
Vendor ID (multiple partners?):
If Federal, Agency Location Code:
Program Manager and phone #: Terri Liestman 303-275-5051
Termination Date: 9/30/06

USFS Agreement No.: 01-CS-11020000-080

Cooperator Agreement No.:

Financial Plan

	FOREST SERVICE			COOPERATOR					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
		Value of	Reimb.		Value of		THIRD PARTY		
COST ELEMENTS	Non-Cash	In-Kind	Coop.	Non-Cash	In-Kind	Cash Contributions			(i) Total
Direct Costs	Contrib.	Contrib.	Expenses	Contrib.	Contrib.	Coop.	Non-Fed	Federal	
Salaries/Labor	$11,200.00		$30,000.00	$50,000.00					$91,200.00
Insurance									$0.00
Uniforms									$0.00
Supplies									$0.00
Vehicle									$0.00
Printing									$0.00
Subtotal	$11,200.00	$0.00	$30,000.00	$50,000.00		$0.00	$0.00	$0.00	$91,200.00
Indirect Costs	$1,232.00			$5,500.00					$6,732.00
Total	$12,432.00	$0.00	$30,000.00	$55,500.00	$0.00	$0.00	$0.00	$0.00	$97,932.00

(j) Estimated Program Income (subtract from total of column (i): $0.00

(k) Net Total Project Value: $97,932.00

Matching Costs Determination

Total Forest Service Share = (l)

[redacted]

Third Party Cash Contribution Federal = (m)

(h ÷ k) = (m) 0.00%

Total Federal Share = (n)

(l+m) = (n) 43.33%

Total Cooperator Share (o)

[(d+e+f+g) - (j)] ÷ (k) = (o) 56.67%

Reimbursement Calculation

Forest Service Reimbursement percent (q)

[redacted] 35.09%

Cooperator expenses NOT reimbursed by FS (r)

(d+f+g+h-j) ÷ (c+d+f+g+h-j) = (r) 64.91%

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions and multiplied by 35.09% (q) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

(e) **Value of Cooperator In-Kind Contribution:** Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended. **Be sure to cite a collection authority in the Agreement if this column is used.**

(g) **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.

(h) **Third Party Cash Contribution Federal:** Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.

(i) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(j) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(k) **Net Total Project Value:** The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

PARTICIPATING AGREEMENTS (PA)

ppt

FSM 1587.11
FSH 1509.11 CHAPTER 60
(PUB LAW 94-148)
COOPERATIVE FUNDS AND DEPOSITS ACT OF DECEMBER 12, 1975, P.L. 94-148

ppt

Authorizes the Forest Service to enter into cooperatively performed, mutually beneficial projects with public and private agencies, organizations, institutions, or persons.

ppt

COOPERATIVE FUNDS AND DEPOSITS ACT OF DECEMBER 12, 1975

ppt

Four specific areas:

- Cooperative Pollution Abatement – Authorizes cooperative construction, operation, and maintenance of facilities relating to pollution abatement such as sanitary landfills, garbage burn plants, recycling facilities and water and sewer systems. Cooperator facilities may be constructed on NFS land under special use permit, easements, or on the cooperator's land. Title to the facility vests in the cooperator and the Forest Service has the right to use the facility.

- Cooperative Manpower, Job Training and Development Programs – Authorizes the FS to cooperate with other parties to do projects benefiting FS programs where the primary purpose is to provide a work environment, to host trainees in order to accomplish the goals of others' existing manpower and job training programs. The use of this section is only appropriate where the other party has a specific job training program currently in place and the parties agree to share in costs.

Develop and publish cooperative environmental education and forest history materials – Authorizes the FS to cooperate with others in the development and publication of environmental education and forest history materials, including books, pamphlets, brochures, and audiovisual productions. The Act prohibits cooperative publication of maps.

- Forestry Protection – Work includes: fire prevention; fuels management; insect and disease control; noxious weed control; tree planting and seeding; erosion control; abandoned mine reclamation; land restoration; hazardous material

GENERAL REQUIREMENTS ppt

- Forest Service may provide reimbursable or advance payments
- Modifications do not need to retain the cost share ratio, but do need to be commensurate with level of effort or funding provided.
- Federal Acquisition Regulations might apply (50% rate – see Partnership Procurements tab.)
- Tort liability may be conveyed to cooperators (in instructors book and participants book explain tort liability)
- Match can be cash, real or personal property, services, and/or in-kind contributions.
- Forest Service may reimburse cooperator for part of actual costs of materials and/or labor. Reimbursement can **NOT** be based on value, but must be actual costs incurred in support of the project. ppt
- Dollar-for-dollar match not required.
- Financial plans required prior to start of work
- Funds may be used for printing under certain conditions
- See discussion on FS publications and Cooperator's publications under Partnership Publications tab ppt

Forest Service Form 1580-1, Cost Share Agreement/Cost Reimbursable Agreement, may be used in lieu of a narrative format for Participating Agreements. Mandatory provisions are incorporated by reference on the FS 1580-1. Clauses may also be incorporated by reference on narrative Participating Agreements. Attachments to this form should include the parties' responsibilities, a detailed Financial Plan, and any other information germane to the agreement.

Highlight Clauses/Emphasis items:
Davis-Bacon/Service Contract
Advance Payment (30 days)
Interpretive Associations

Sample:
Utah State University

PARTICIPATING AGREEMENT
between
USDA FOREST SERVICE, INTERMOUNTAIN REGION
and
UTAH STATE UNIVERSITY

Comment [UFS69]: Region/Station/ Area/Institute Name

Comment [UFS70]: Cooperator's Name

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Forest Health Protection, Ogden Field Office, hereinafter referred to as the Forest Service, and Utah State University, hereinafter referred to as USU, under the authority of the Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1-a-3.

Comment [UFS71]: Region/Station/ Area/Institute Name

Comment [UFS72]: Cooperator's Name

Comment [UFS73]: Cooperator's Shortened Name.

A. PURPOSE: Spruce beetle activity has increased dramatically on Intermountain Region National Forests. Outbreaks have resulted in considerable spruce mortality significantly altering fuel complexes and loads in affected areas. Between 1995 and 1999 spruce beetle infested approximately 120,000 acres of spruce-fir forest resulting in the death of over 250,000 trees. The need has arisen to impose various density management treatments over large spatial scales to suppress spruce beetle populations and reduce the susceptibility of stands to beetle attack. These treatments, however, could also result in the production of large quantities of down and dead woody fuels and increased fine fuel loads. As a consequence, the risk of ignition and potential for extreme fire behavior in post-treatment stands could exceed that of beetle-killed stands actually increasing the risk of wildland fire. This situation provides a unique opportunity to establish permanent demonstration plots in treated verses untreated spruce-beetle killed stands to conduct fuel inventories and appraisals for assessing changes in the fuel complexes over time. Based on the fuels inventory and appraisal data fuels treatment strategies including prescribed fire and a combination of mechanical and biomass utilization will be implemented on the demonstration plots.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS: The objectives of this project are to 1) compare fuel complexes in permanent, demonstration plots established in untreated, spruce-fir stands and stands where density management treatments will be implemented, 2) use the data from objective one to demonstrate fuels modification strategies including prescribed fire and mechanical and biomass utilization and 3) use the data derived to make fuels appraisals. Natural resource managers may be able to use protocols derived from this work to measure and manipulate hazardous fuels on managed and naturally disturbed sites such as insect infestations that can then be applied on a broad scale to other areas experiencing similar perturbations. USU may be able to incorporate the studies and results of this project to enhance their natural resource management curriculum. All work contemplated under this Agreement shall be accomplished by the end of 2003.

Comment [UFS74]: FS's cooperator's interests and responsibilities should be separately stated. The interests and responsibilities should then be tied together in a summary statement which clearly establishes the mutual interest and benefits of the parties. This section should end with a transition statement similar to the following: "In consideration of the above premises, the parties agree as follows:"

C. FOREST SERVICE SHALL:

Comment [UFS75]: Fully describe all work, task, studies, reports, funding reimbursements, collections, inspection, consultation, and cooperation the FS will perform.

1. Reimburse the University for the Forest Service's proportionate share (51%) of all expenses incurred, not to exceed $53,400 as show in the incorporated financial plan. USU is approved to submit quarterly billings. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each correct invoice shall display USU's actual expenditures to date of the invoice (not just the Forest Service's share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less previous Forest Service payments. The invoice should be forwarded as follows:

    a. Send an original copy to:
    Ms. Susan Rush

USDA Forest Service
State and Private Forestry
324 25th Street
Ogden, UT 84401

b. Send a copy to:
Ms. Elizabeth Hebertson
USDA Forest Service
Ogden Field Office
4746 South 1900 East
Ogden, UT 84403

c. Remittance address for USU as follows:

Michael J. Jenkins
Department of Forest, Range and Wildlife Science
Utah State University
Logan, UT 84322-5215

2. Provide technical assistance and field assistance with data collection and plot establishment.

D. Utah State University SHALL:

Comment [UFS76]: Insert Cooperator's name

Comment [UFS77]: Fully describe all work, tasks, studies, funding reimbursement, collections, inspections, consultations and cooperation the partner will perform.

1. Provide and supervise a graduate student to prepare a work plan, conduct the fieldwork, and collect and analyze data.
2. Provide as part of its contribution to indirect costs, "in-kind services" such as supervision, supplies, laboratory space, office space, and technical assistance necessary to jointly complete this project.
3. Provide field supplies.
4. Prepare and submit appropriate progress reports and final report listed in the timetable.
5. Prepare and submit to the Forest Service a Financial Status Report (SF-269) and a final report within 30 days after the Agreement has expired.
6. Bill the Forest Service for their prorated share of actual costs incurred to date excluding any previous Forest Service payment (s) made on this instrument to date of invoice.
7. Give the Forest Service or the Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this project.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.

Comment [UFS78]: When development of publication or production of audiovisuals is approved, this is mandatory.

2. FEDERAL COST PRINCIPLES. This agreement will be governed by OMB Circular No. A-21, Cost Principles for Educational Institutions audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Comment [UFS79]: This is mandatory

Comment [UFS80]: Select the appropriate cost principle and delete the remainder. If the FAR cost principle is selected delete reference to OMB A-133

3. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to USU in excess of the amount to which USU is finally determined to be entitled under the terms and conditions of the award constitute a debt to the

Comment [UFS81]: This is mandatory when the Forest Service is transferring or exchanging funds.

Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.

(2) Withholding advance payments otherwise due to USU.

(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

4. TAXPAYER IDENTIFICATION NUMBER. Utah State University shall furnish their tax identification number upon execution of this instrument.

5. FUNDING EQUIPMENT . Federal funding under this instrument is not available for reimbursement of USU's purchase of equipment.

6. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

7. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

8. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

9. NONDISCRIMINATION. Utah State University shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

10. LEGAL AUTHORITY. USU has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

Comment [UFS95]: This is mandatory.

11. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or USU from participating in similar activities with other public or private agencies, organizations, and individuals.

Comment [UFS96]: This is mandatory.

12. COMMENCEMENT/EXPIRATION DATE. This instrument is effective as of October 1, 2001, and is effective through December 31, 2003 at which time it will expire unless extended.

Comment [UFS97]: This is mandatory. For IA, use is optional depending on narrative type agreement or agency form used, where this information may already be captured.

13. TERMINATION. Any of the parties, in writing, may terminate the instrument is whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Comment [UFS98]: This is mandatory. Check 1509.11 chapter 72 there is more to this provision. (Also, when refunds are required by statue, add the following sentence: Excess funds shall be refunded within 60 days after the effective period.

14. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Comment [UFS99]: This may be changed to accommodate the citing of each party's technical and business representatives, if necessary. However, this is mandatory. For Inter and Intra-agency agreements use is optional depending on narrative form of agreement or other agency form used where this information may already be captured.

Forest Service Project Contact	Cooperator Project Contact
Elizabeth Hebertson	Dr. Michael J. Jenkins
Forest Health Protection, Ogden Field Office	Dept. of Forestry, Range and Wildlife Science
4746 South 1900 East	Utah State University
Ogden, UT 84403	Logan, UT 84322-5215
Phone: (801) 476-4420	Phone: (435) 797-2531
FAX: (801) 479-1477	FAX: (435) 797-4040
E-Mail: lghebertson@fs.fed.us	E-Mail: mjenkins@cc.usu.edu

Forest Service Administrative Contact	Cooperator Administrative Contact
Susan Rush	Mike Lewis
USDA Forest Service, S&PF	
Phone: (801) 625-5759	Phone: (435) 797-1228
FAX:	FAX: (435) 797-3543
E-Mail: srush@fs.fed.us	E-Mail: mlewis@cc.usu.edu

15. ELECTRONIC FUNDS TRANSFER. Utah State University shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that

Comment [UFS100]: Unless the recipient/cooperator is already using EFT, this is mandatory. If changes occur to the phone numbers or the World Web address, make those changes accordingly.

Comment [UFS101]: Select and use the appropriate one.

Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment USU does not have an account at a financial institution.

2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.

3. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier. To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

Comment [UFS102]: Select and use the appropriate one.

16. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of Utah State University's products or activities.

Comment [UFS103]: This is mandatory.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

/s/ Michael R. Lewis	7/16/2002
USU Representative	Date
/s/ Lars F. Lind	7/16/2002
LARS F. LIND Regional Grants and Agreements Officer USDA, Forest Service	Date

Forest Service Use

Job Code: NFEX08 02

Comment [UFS104]: A financial plan must be included with this agreement that shows the contributions, elements of cost and types of contributions. Reference FSH 1509.11, chap. 60. Standard templates for financial plans are available on the website

USFS Agreement No.: 02-PA-11046000-040
Cooperator Agreement No.:

Financial Plan

	FOREST SERVICE			COOPERATOR					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
		Value of	Reimb.		Value of		THIRD PARTY		
COST ELEMENTS	Non-Cash	In-Kind	Coop.	Non-Cash	In-Kind	Cash Contributions			(i)
Direct Costs	Contrib.	Contrib.	Expenses	Contrib.	Contrib.	Coop.	Non-Fed	Federal	Total
Salaries/Labor	$47,838.00		$30,000.00	$23,000.00					$100,838.00
Travel	$24,200.00		$15,400.00						$39,600.00
Equipment Use	$9,000.00								$9,000.00
Supplies	$3,000.00		$1,000.00						$4,000.00
Materials			$6,000.00						$6,000.00
Printing			$1,000.00						$1,000.00
Subtotal	$84,038.00	$0.00	$53,400.00	$23,000.00	$0.00	$0.00	$0.00	$0.00	$160,438.00
Indirect Costs*				$29,032.00					$29,032.00
Total	$84,038.00	$0.00	$53,400.00	$52,032.00	$0.00	$0.00	$0.00	$0.00	$189,470.00

(j) Estimated Program Income (subtract from total of column (i):	
(k) Net Total Project Value:	$189,470.00

*Indirect Costs: 38% of $54,300.00 (c) + 38% of $23,000.00 (d)

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (k) = (l)	(l) 72.54%
Third Party Cash Contribution Federal = (h ÷ k) = (m)	(m) 0.00%
Total Federal Share = (l+m) = (n)	(n) 72.54%
Total Cooperator Share [(d+e+f+g) - (j)] ÷ (k) = (o)	(o) 27.46%
Total (n+o) = (p)	(p) 100.00%

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ [(c+d+f+g+h) - (j)] = (q)	(q) 50.65%
Cooperator expenses NOT reimbursed by FS (d+f+g+h-j) ÷ (c+d+f+g+h-j) = (r)	(r) 49.35%

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provision C.1 _____ multiplied by 50.65% (q) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

Instructions

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

(a) **Forest Service Non-Cash Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Forest Service.

(b) **Value of Forest Service In-Kind Contribution:** Forest Service contributions toward completion of the project for which the Forest Service has **incurred no expense.** These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) **Reimbursable Cooperator Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Value of Cooperator In-Kind Contribution:** Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended. **Be sure to cite a collection authority in the Agreement if this column is used.**

(g) **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.

(h) **Third Party Cash Contribution Federal:** Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.

(i) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(j) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(k) **Net Total Project Value:** The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

WYDEN AMENDMENT (WY)

ppt

WATERSHED RESTORATION AND ENCHANCEMENT AGREEMENTS

FSM 1587.15
FSH 1509.11 CHAPTER 60
WYDEN AMENDMENT, SECTION 323(A) OF THE DEPARTMENT OF INTERIOR AND RELATED AGENCIES APPROPRIATIONS ACT, 1999 as included in P.L. 105-277, DIV. A, SECTION 101 (e) as amended by P.L. 107-63, SEC. 330

ppt

Authorizes the Forest Service to enter into cooperative agreements with willing Federal, tribal, State and local governments, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat, and other resources on public or private land that benefit those resources within the watershed.

ppt

- Authority is available through Fiscal Year 2005.
- Agreement template can be either Federal Assistance or Other Agreement.
- There is no specific Wyden appropriation. Funds must be available within existing appropriation; e.g., wildlife funds for wildlife projects.
- There is no mandated match requirement.
- Ensure agreement terms protect public investment on nonfederal lands.
- Project(s) must comply with all Federal, state, and local laws and regulations.
- Liability and long term maintenance responsibilities need to be addressed.

ppt

Forest Service Form 1580-1, Cost Share Agreement/Cost Reimbursable Agreement, may be used in lieu of a narrative format for Watershed Restoration and Enhancement Agreements. Mandatory provisions are incorporated by reference on the FS 1580-1. Clauses may also be incorporated by reference on Watershed Restoration and Enhancement Agreements. Attachments to this form should include the parties' responsibilities, a detailed Financial Plan, and any other information germane to the agreement.

Highlight Clauses/Emphasis Items:
Current authority through Fiscal Year 2005
Improvement on non-federal land

Samples:
Clearwater Resource Conservation and Development Council, Inc.
Humboldt State University – FS-1580-1

WYDEN AGREEMENT
Between the
CLEARWATER RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL INC.
And the
USDA FOREST SERVICE, CLEARWATER NATIONAL FOREST

This Wyden Agreement (agreement) is hereby entered into between the Clearwater Resource Conservation and Development Council Inc., hereinafter referred to as the RC&D, and the USDA Forest Service, Clearwater National Forest, hereinafter referred to as the Forest Service, under the authority of Section 323(a) of the Department of the Interior and Related Agencies Appropriations Act of 1999, Public Law 105-277, as amended by Section 330 of Public Law 107-63.

Background: The Palouse Cooperative Weed Management Area (PCWMA) encompasses similar land types over many different ownerships. In the past, landowners and managers have struggled with individual attempts to control noxious weeds. The RC&D worked with land management agencies, landowners, and private corporations to develop a viable plan for suppressing weed infestations in the PCWMA. To that end, the RC&D, the Forest Service, and other landowners have signed a Memorandum of Understanding (FS# 02-MU-11010500-010) that describes each party's responsibilities and activities for weed management in the PCWMA. Through sharing expenses, equipment, supplies, and personnel, and cooperating on the inventory and control process, associated costs will be reduced for all of the parties involved in weed management in the PCWMA.

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties for the treatment and management of noxious weeds across land ownerships located within the PCWMA.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is responsible for establishing an integrated management system to control or contain undesirable plant species, and to adequately fund plant management programs (Federal Noxious Weed Act as amended, Public Law 93-629). The Forest Service has been directed to cooperate with weed management areas, state agencies, and local landowners in the management and control of noxious weeds. Invasive weeds can affect watershed health and have a significant impact on future land management activities of the Forest Service. The Forest Service manages land within the PCWMA that would benefit from a coordinated approach to noxious weed inventory and treatment.

Goals of the RC&D include coordination of technical and financial resources and serving as a connecting link between individuals, private organizations and government agencies. The RC&D has a unique set of information, skills, and experience in working with weed eradication and with the logistics of multiple ownerships.

It is of mutual benefit for the Forest Service and the RC&D to work together and provide technical and financial resources for integrated weed management and watershed restoration throughout the PCWMA.

III. RC&D SHALL:

A. Perform in accordance with the hereby incorporated Financial and Operating Plan, attached as Exhibit A.
Serve as the fiscal agent for weed activities in the PCWMA.

B. Bill the Forest Service in advance for their share of costs, in accordance with the Financial and Operating Plan, Exhibit A.

C. Provide technical information and guidance as applicable.

D. Provide the Forest Service with copies of all financial information for weed activities in the PCWMA by December 31, of each calendar year.

E. TAXPAYER IDENTIFICATION NUMBER. Furnish their tax identification number upon execution of this agreement.

F. LEGAL AUTHORITY. Have the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

G. ELECTRONIC FUNDS TRANSFER. Designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

4. The payment cooperator does not have an account at a financial institution.

5. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.

6. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

H. NONDISCRIMINATION. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the pubic service delivery contact point and included, in full, on all materials regarding such cooperators'

programs that are produced by the cooperators for public information, public education, or public distribution:

> "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

IV. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
Contribute funds in advance, for its proportionate share of the work to be performed as stated in the Financial and Operating Plan, Exhibit A.

B. Update and maintain the Forest Service Inventory database.

C. Be responsible for direction of work performed on lands administered by the National Forest System as stated in the project work plan.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE ALL PARTIES THAT:

A. PRINCIPAL CONTACT. The principal contacts for this agreement are:

Forest Service Project Contact	**RC&D Project Contact**
Palouse R.D., Clearwater N.F.	Clearwater RC&D, Inc.
1700 Hwy 6	P.O. Box 9576
Potlatch, ID 83855	Moscow, ID 83843
Phone: 000-000-0000	Phone: 000-000-0000
FAX: 000-000-0000	FAX: 000-000-0000
E-Mail: xxxxxxxx@fs.fed.us	E-Mail: xxxx@moscow.com

Forest Service Administrative Contact	**RC&D Administrative Contact**
Clearwater National Forest	Clearwater RC&D, Inc.
12730 Hwy 12	P.O. Box 9576
Orofino, ID 83544	Moscow, ID 83843
Phone: 000-000-0000	Phone: 000-000-0000
FAX: 000-000-0000	FAX: 000-000-0000
E-Mail: xxxxxx@fs.fed.us	E-Mail: xxxxx@moscow.com

B. While neither party is obligated, the intent of this agreement is to mutually agree to an annual Financial and Operating Plan to be added to this agreement as an exhibit. *See related provision V-O.*
FEDERAL COST PRINCIPLES. This agreement will be governed by OMB Circular No. A-122, Cost Principles for Nonprofit Organizations with exclusions listed in Attachment C of OMB Circular No. A-122 and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

C. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to the cooperator
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

D. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of RC&D purchase of equipment.

E. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

F. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this agreement. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of three years.

G. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other

National Forest improvements of a similar nature. No part of this agreement shall entitle the RC&D to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the RC&D from participating in similar activities with other public or private agencies, organizations, and individuals.

I. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a RC&D is approved to issue a contract it shall be awarded on a competitive basis.

J. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this agreement.

K. COPYRIGHTING. The RC&D is granted sole and exclusive right to copyright weed brochures, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of the copyright and all renewals thereof in accordance with this agreement. However, the RC&D shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall extend to all

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all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

O. TERMINATION. Either of the parties, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.

P. COMMENCEMENT/EXPIRATION DATE. The agreement is executed as of the date of the last signature and is effective through December 31, 2007 at which time it will expire.

The authority and format of this agreement has been reviewed and approved for signature.

_____ _____
Zone Grants & Agreements Specialist Date

In witness whereof, the parties hereto have executed this agreement as of the last written date below.

_____ _____
CHARLES E. DOTY, President Date
Clearwater Resource Conservation and
Development Council Inc.

_____ _____
LARRY J. DAWSON, Forest Supervisor Date
Clearwater National Forest

Forest Service Use

Job Code: VWNW40

RC&D Tax ID:

EXHIBIT A

FINANCIAL AND OPERATING PLAN
OPERATING PLAN

I. RC&D SHALL:

A. Provide technical information and guidance.

B. Serve as the fiscal agent for weed activities in the PCWMA.

C. Bill the Forest Service in advance for their share of costs.

D. Provide the Forest Service with copies of all financial information for weed activities in the PCWMA by December 31, of each calendar year.

II. THE FOREST SERVICE SHALL:

A. Update and maintain the Forest Service Inventory database.

B. Be responsible for direction of work performed on lands administered by the National Forest System.

C. Contribute funds in advance for its proportionate share of the work to be performed.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

A. ADVANCE PAYMENT. The RC&D is approved to submit requests for advance payments on a monthly basis, for the Forest Service's proportionate share (24.25%) of anticipated actual expenses, not to exceed $12,000, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. The Forest Service will make advance payment upon receipt of an invoice. The first invoice may request an advance based upon estimated cost not to exceed 30 days expenditures. Each subsequent invoice shall display the RC&D's (1) additional advance funding, if needed, and (2) the actual expenses incurred to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less other Federal and nonfederal cash contributions and previous Forest Service payments. Any funds advanced, but not spent, upon expiration of this agreement shall be returned to the Forest Service. The invoice should be forwarded as follows:

a. Send an original to:
Palouse R.D. 1700 Hwy 6
Potlatch, ID 83855
Phone: 000-000-0000
E-mail: xxxxxxxx@fs.fed.us

b. Send a copy to:
Clearwater National Forest
12730 Hwy 12
Orofino, ID 83544
Phone: 000-000-0000
E-mail: xxxxxxxx@fs.fed.us

USFS Agreement No.: XX-PA-XXXXXX-XXX___
Cooperator Agreement No.:

Financial Plan - MODIFICATION #1

	FOREST SERVICE			RC&D					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
		Value of	Reimb.		Value of		THIRD PARTY		
COST ELEMENTS	Non-Cash	In-Kind	Coop.	Non-Cash	In-Kind	Cash Contributions			(i)
Direct Costs	Contrib.	Contrib.	Expenses	Contrib.	Contrib.	Coop.	Non-Fed	Federal	Total
Salaries/Labor	$9,000.00		$9,000.00	$940.00			$13,440.00		$32,380.00
Travel							$3,892.00		$3,892.00
Equipment Use	$4,800.00		$9,750.00				$8,500.00		$23,050.00
Supplies			$4,000.00				$10,712.00		$14,712.00
Materials			$5,000.00						$5,000.00
Printing									$0.00
Subtotal	$13,800.00	$0.00	$27,750.00	$940.00	$0.00	$0.00	$36,544.00	$0.00	$79,034.00
Indirect Costs	$4,734.00								$4,734.00
Total	$18,534.00	$0.00	$27,750.00	$940.00	$0.00	$0.00	$36,544.00	$0.00	$83,768.00

(j) Estimated Program Income (subtract from total of column (i):	
(k) Net Total Project Value:	$83,768.00

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (k) = (l) — (l) 55.25%

Third Party Cash Contribution Federal = (h ÷ k) = (m) — (m) 0.00%

Total Federal Share = (l+m) = (n) — (n) 55.25%

Total Cooperator Share [(d+e+f+g) - (j)] ÷ (k) = (o) — (o) 44.75%

Total (n+o) = (p) — (p) 100.00%

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ [(c+d+f+g+h) - (j)] = (q) — (q) 42.54%

Cooperator expenses NOT reimbursed by FS (d+f+g+h-j) ÷ (c+d+f+g+h-j) = (r) — (r) 57.46%

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in Operating Plan, III. A. ____ and ____ multiplied by 42.54% (q) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

Instructions

(a) **Forest Service Non-Cash Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Forest Service.

(b) **Value of Forest Service In-Kind Contribution:** Forest Service contributions toward completion of the project for which the Forest Service has **incurred no expense.** These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) **Reimbursable Cooperator Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Value of Cooperator In-Kind Contribution:** Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended.

(g) **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.

(h) **Third Party Cash Contribution Federal:** Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.

(i) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(j) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(k) **Net Total Project Value:** The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

COST SHARE AGREEMENT
COST REIMBURSABLE AGREEMENT
(Reference FSH 1509.11)

1. Federal Identifier No.	2. Amend. #	3. Authority	4. Exp. Date
01-WY-11051000-028		Wyden Pub. L. 105-83, Sec. 334, as amended	5/16/2003

5. Agency			6. Cooperator		
Name USDA Forest Service			Name Bill Smith		Taxpayer ID # sss-ss-ssss
1st Line Address Six Rivers National Forest			1st Line Address P.O. Box 1000		
2nd Line Address 1330 Bayshore Way			2nd Line Address		
City Eureka	State CA	Zip Code 95501	City Salyer	State CA	Zip Code 95563

7. Agency Principal Contact	8. Cooperator Principal Contact
Name Lee Morgan	Name Bill Smith
Phone: (530) 629-2118	Phone: (530) 629-0990
Email: lmorgan@fs.fed.us	Email: bsmith@earthzone.com
1st Line Address (enter address if different than above): Lower Trinity Ranger District	1st Line Address (enter address if different than above):
2nd Line Address P.O. Box 68	2nd Line Address

City	State	Zip Code	City	State	Zip Code
Willow Creek	CA	95573			

9. Purpose - give brief explanation of what parties going to do (attach extra sheets as needed)

The parties intend to install a series of three boulders immediately downstream of the Cooperator's road culvert to create a series of step pools to enhance fish passage through the culvert. This will allow adult anadromous fish easy access to upstream Forest Service habitat.

10. Statement of Mutual Benefits and Interest (attach extra sheets as needed)

The road culvert with a fish passage problem is located on the Cooperator's private land. This problem has made it difficult for spawning fish to regularly access spawning habitat on private and NFS lands located upstream. Both parties desire that fish, including the Threatened coho and other fish reach the upstream spawning and rearing habitat.

11. Funding Summary (attach detailed financial plan to support summary)

Federal	Non-Cash	Inkind	Reimb. Coop.
Sub-Total Funding		2,500	
Total Federal Funding		$2,500.00	

Non-Federal	Non-cash	Inkind	Cash
Sub-Total Funding		500	
Total Non-Federal Funding		$500.00	

12. Job Code (for payment to cooperator)

13. Agency Administrative Contact	14. Cooperator Administrative Contact
Name Janet Boomgarden	Name See Box 8
Phone (707) 562-9090	Phone
Email jboomgarden@fs.fed.us	Email

15. Approval Section (this agreement is effective as of the last date written below)

Agency Approval		Cooperator Approval	
Signature	Date	Signature	Date
Title		Title	

16. STANDARD AND DISCRETIONARY CLAUSES

FULL TEXT COPIES OF THE CLAUSES CAN BE FOUND AT HTTP://WWW.FS.FED.US/BUSINESS/. IF MARKED THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE.

- ☐ 1. Forest Service Acknowledged in Publications and Audiovisuals
- ☐ 2. Collection of Amounts Due the Federal Government
- ☒ 3. Taxpayer Identification Number
- ☐ 4. Right to Transfer Equipment and Supplies
- ☐ 5. Funding Equipment and Supplies ☐Equipment ☐Supplies
- ☒ 6. Freedom of Information Act (FOIA)
- ☒ 7. Retention and Access Requirements for Records
- ☒ 8. Modification
- ☒ 9. Nondiscrimination
- ☐ 10. Property Improvements
- ☒ 11. Legal Authority
- ☒ 12. Participation in Similar Activities
- ☒ 13. Commencement/Expiration Date
- ☐ 14. Extension of Performance Period
- ☒ 15. Termination
- ☐ 16. Availability of Funds (IF SELECTED ADD FULL TEXT AS ATTACHMENT)
- ☐ 17. Davis-Bacon or Service Contract Act
- ☐ 18. Copyrighting (1) (IF SELECTED ADD FULL TEXT AS ATTACHMENT)
- ☐ 19. Publication Sale
- ☐ 20. Electronic Funds Transfer
- ☒ 21. Endorsement
- ☒ 22. Alternate Dispute Resolution
- ☐ 23. Program Performance Reports (Cost Reimbursable only)
- ☐ 24. Payment (1) (Cost Reimbursable only – IF SELECTED ADD FULL TEXT AS ATTACHMENT)
- ☐ 25. Payment/Reimbursement (Participating or Challenge Cost-Share – IF SELECTED ADD FULL TEXT AS ATTACHMENT)
- ☐ 26. Advance Payment (2) (Participating only– IF SELECTED ADD FULL TEXT AS ATTACHMENT)

17. FOREST SERVICE RESPONSIBILITIES (attach extra sheets as needed)

1. Plan and implement work to enhance fish passage through the culvert at Sharber/Pecham Creek.
2. Complete related environmental clearances as needed to implement the work.
3. Implement any erosion control or tree planting needed to minimize project effects on the environment.
4. Monitor subsequent fish passage conditions as needed when agreed to by the Cooperator.
5. Implement future maintenance work to ensure fish passage as future funding allows.

18. COOPERATOR'S RESPONSIBILITIES (attach extra sheets as needed)

1. Provide access to his property to allow the Forest Service to plan, implement, and monitor work to enhance passage through the culvert.
2. Provide feedback design of the project to ensure that the design does not detract from existing improvements, such as the well immediately adjacent to the project.
3. Provide no more than 50 hours of light maintenance work at the project site during the first year.

19. ATTACHMENTS (list of attachments)

USFS Agreement No.: 01-WY-11051000-028
Cooperator Agreement No.:

Financial Plan

	FOREST SERVICE			COOPERATOR					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
		Value of	Reimb.		Value of		THIRD PARTY		
COST ELEMENTS	Non-Cash	In-Kind	Coop.	Non-Cash	In-Kind	Cash Contributions			(i)
Direct Costs	Contrib.	Contrib.	Expenses	Contrib.	Contrib.	Coop.	Non-Fed	Federal	Total
Salaries/Labor		$750.00			$500.00				$1,250.00
Travel									$0.00
Equipment Use		$1,200.00							$1,200.00
Supplies		$50.00							$50.00
Materials		$500.00							$500.00
Printing									$0.00
Subtotal	$0.00	$2,500.00	$0.00	$0.00	$500.00	$0.00	$0.00	$0.00	$3,000.00
Indirect Costs									$0.00
Total	$0.00	$2,500.00	$0.00	$0.00	$500.00	$0.00	$0.00	$0.00	$3,000.00

(j) Estimated Program Income (subtract from total of column (i):	
(k) Net Total Project Value:	$3,000.00

Matching Costs Determination

Total Forest Service Share =	(l)	
(a+b+c) ÷ (k) = (l)	83.33%	
Third Party Cash Contribution Federal =	(m)	
(h ÷ k) = (m)	0.00%	
Total Federal Share =	(n)	
(l+m) = (n)	83.33%	
Total Cooperator Share	(o)	
[(d+e+f+g) - (j)] ÷ (k) = (o)	16.67%	
	(p)	
Total (n+o) = (p)	100.00%	

Reimbursement Calculation

Forest Service Reimbursement percent	(q)
(c) ÷ [(c+d+f+g+h) - (j)] = (q)	#DIV/0!
Cooperator expenses NOT reimbursed by FS	(r)
(d+f+g+h-j) ÷ (c+d+f+g+h-j) = (r)	#DIV/0!

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions _____ and _____ multiplied by #DIV/0! (q) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

Instructions

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

(a) **Forest Service Non-Cash Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Forest Service.

(b) **Value of Forest Service In-Kind Contribution:** Forest Service contributions toward completion of the project for which the Forest Service has **incurred no expense.** These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) **Reimbursable Cooperator Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Value of Cooperator In-Kind Contribution:** Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended. **Be sure to cite a collection authority in the Agreement if this column is used.**

(g) **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.

(h) **Third Party Cash Contribution Federal:** Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.

(i) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(j) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(k) **Net Total Project Value:** The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

JOINT VENTURE AGREEMENTS (JV)

ppt

FSM 1580.13, FSM 1580.11
The National Agricultural Research, Extension and Teaching Act of 1977 as amended by the Food Security Act of 1985 (7 U.S.C. 3152, 3318, and 3319, Pub. L. 99-198)

ppt

ppt

Authorizes the Forest Service to enter into joint venture agreements with any entity or individual to serve the mutual interest of the parties in agricultural research, extension, and teaching activities (7 U.S.C. 3318 (b)).

GENERAL REQUIREMENTS

- NFS appropriated funding may be used to further teaching activities such as:
  - Formal classroom instruction – Natural Resources/Forestry
  - Laboratory instruction – Natural Resources/Forestry
  - Curriculum development – Natural Resources/Forestry
  - Innovative teaching methodologies
- Procedures for procurement, printing, property or personnel procedures should not be circumvented where their use is appropriate or required. ppt
- Forest Service and Cooperator must share mutual interests and benefit in the same qualitative way from the objective of the agreement.
- Competition is discretionary.
- Either party can initiate the agreement.
- Agreements may be either entire or open-ended.
- No work may begin until an executed agreement and an approved financial plan are in place.
- Each party should share the costs of a project commensurate with the benefits received, maintaining the balance of prorated shares as the costs or work changes and modifications are made.
- The minimum contribution by a Cooperator is 20% of the estimated total direct costs. However, an attempt should be made to ensure the cooperator's contribution exceeds the 20% minimum.
- Cooperator's match may consist of direct costs, indirect costs, in-kind contributions or other non-federal funds or services donated to the cooperator by other parties. ppt ppt
- Cooperator's match cannot be met with other Federal funds. (Exception: The appropriation for the Federal funds specifically states the funds are available for use as a match against other Federal funds.)
- Cooperator can only be reimbursed for actual costs incurred. (In-kind contributions are not reimbursable).
- State Cooperative Institutions cannot be reimbursed for indirect costs.
- Program Income must be deducted from the cost of the project.
- Negotiate reimbursable agreements unless the cooperator can justify the need for advance payments.
- Appropriated funds cannot be used for improvements on non-federal land, unless specifically authorized by law. (FSM 6511.18c)

- It is not appropriate to enter into a joint venture agreement to develop a product or sell a product for profit, either directly or indirectly by the cooperator.

Highlight Clauses/Emphasis Items:

Samples:

Texas A&M University & University of Texas
Oregon State University

JOINT VENTURE AGREEMENT
BETWEEN THE
USDA FOREST SERVICE
And the
TEXAS AGRICULTURAL EXPERIMENT STATION,
TEXAS A&M UNIVERSITY SYSTEM
And the
UNIVERSITY OF TEXAS AT SAN ANTONIO

This JOINT VENTURE AGREEMENT is hereby made and entered into by and between the USDA FOREST SERVICE, hereinafter referred to as the FOREST SERIVCE, the TEXAS AGRICULTURAL EXPERIMENT STATION, TEXAS A&M UNIVERSITY SYSTEM, hereinafter referred to as the TAMU, and the UNIVERSITY OF TEXAS AT SAN ANTONIO, hereinafter referred to as the UTSA, under the provisions of the National Agricultural Research, Extension and Teaching Policy Act of 1977 (Pub.L.95-113), as amended by the Food Security Act of 1985 (7 U.S.C., 3318 and3319, Pub. L. 99-198).

A. PURPOSE:

The purpose of this Agreement is to establish the Hispanic Leadership Institute in Agriculture and Natural Resources (HLIANR), to improve the participation of Hispanic Americans in the assessment, design, delivery, and evaluation of USDA information, educational programs, policy, curriculum development, and economic development opportunities.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This Agreement provides a framework for cooperation between the FOREST SERVICE, TAMU and UTSA to collaborate in the establishment and implementation of the HLIANR to:

1. Engage Masters and Doctoral level fellows in studies that will prepare them for professional careers that further Forest Service programs.

2. Improve the knowledge base of issues of particular relevance to the Hispanic American community and propose solutions through research;

3. Improve Forest Service capacity to reach the Hispanic American community through professional improvement for key leaders and policy makers; and

4. Improve the impact of Forest Service on the Hispanic American community through policy studies to make adjustments in policies and traditions.

C. **THE TAMU SHALL**:

1. Facilitate development and on-site coordination of the proposed HLIANR at the Hispanic Research Center and provide the infrastructure support necessary to implement the Institute.

THE UTSA SHALL;

1. Through the Hispanic Research Center at UTSA, serve as the host and provide on-site coordination for HLIANR activities and the infrastructure support necessary to implement HLIANR.

2. The Hispanic Research Center will direct funding, outreach, and developmental efforts of HLIANR with other Hispanic Serving Institutions and land grant universities.

3. Provide office space, utilities, all necessary technical, professional, and clerical support and equipment for the Forest Service employee assigned to UTSA.

4. Bill the Forest Service for their prorated share of actual costs incurred to date, excluding any previous Forest Service payment(s) made on this Agreement instrument to date of the invoice.

D. **THE FOREST SERVICE SHALL**:

1. Support the establishment of the HLIANR by assigning to the UTSA campus a full-time Forest Service employee with expertise in Hispanic natural resource issues and public policy to serve as an advisor.

2. The Forest Service advisor will work with Hispanic Serving Institutions and land grant universities, local, State, and Federal agencies, community leaders, organizations, and individuals to encourage participation in and support for the HLIANR and participation by the Hispanic community in agriculture and natural resources; and serve as an advisor to graduate students.

3. Provide the agreed upon funding to be determined mutually in the annual program of work for each fiscal year the Forest Service participates in the program.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. ACTIVITY COORDINATION. They will coordinate activities and meetings of the Executive Board and the Program Management Team for the HLIANR.

2. DESIGN COORDINATION. They will coordinate the design and implementation of activities of the HLIANR under the advisement of the Executive Board.

3. INCORPORATION BY REFERENCE. The concepts of the *Proposal for Hispanic Leadership in Agriculture and the Environment* by the Hispanic Research Center UTSA and the Agriculture Program TAMU are incorporated in this agreement.

4. PROJECT PLANNING. As agreed to on a project-by-project basis, participate in the planning, implementation and monitoring of projects developed under this agreement.

5. MEETINGS. They will meet twice annually, or as needed, to discuss and identify opportunities for mutually beneficial projects and activities to be conducted under this agreement.

6. INFORMATION DISSEMINATION. They will disseminate information and promote the results of projects and activities accomplished under this agreement to member organizations including written publications, inter-net web sites, presentations, etc.

7. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.

8. FEDERAL COST PRINCIPLES. This agreement will be governed by

OMB Circular No. A-21, Cost Principles for Educational Institutions

and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

9. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.

(2) Withholding advance payments otherwise due to the cooperator

(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

10. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.

11. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment and supplies approved for purchase under this instrument are available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over $5,000 per unit, purchased by the cooperator using any Federal funding. Upon expiration of this instrument the cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.

12. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

13. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and

other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

14. MODIFICATION Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.

15. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the pubic service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the cooperators for public information, public education, or public distribution:

> "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

16. ENVIRONMENTAL STANDARDS. The cooperator will comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.

LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

17. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

18. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through September 30, 2007 at which time it will expire unless extended.

19. TERMINATION. Any of the parties, in writing, may terminate the instrument is whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

21. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	UTSA Program Contact
Jose Salinas, Jr.	Dr. Louis Mendoza
USDA Forest Service	Univ. of Texas at San Antonio
201 14th Street, SW	502 W. Durango St., Bldg 4-200
Washington, DC 20024	San Antonio, TX 78207
Phone: (202) 205-1422	Phone:(210) 458-2976
FAX: (202) 670-5813	FAX:(210) 458-2655
E-Mail:jsalinas@fs.fed.us	E-Mail: lmendoza@utsa.edu

Forest Service Administrative Contact	UTSA Administrative Contact
Robert Joyce	Noe Saldana
USDA Forest Service	University of Texas at San Antonio
1621 N. Kent St., Room 706	6900 N. Loop 1640 W.
Arlington, VA 22209	San Antonio, TX 78249
Phone (703) 605-4696	Phone: 210-458-4340
FAX (703) 605-5100	FAX: 210-458-5196
E-Mail: rjoyce@fs.fed.us	E-Mail: nsaldana@utsa.edu

TAMU Program Contact	TAMU Administrative Contact
Dr. Manuel Pina	Diane M.Gilliland
Texas A&M University	Texas Agricultural Experimentation
149 Scoates Hall	2147 Texas A&M University
College Station, TX 77843-2116	College Station, TX 77843-2145
Phone: (979) 862-1978	Phone: (979) 845-4761
FAX: (979) 862-1058	FAX: (979) 862-7775
E-Mail: m-pina@tamu.edu	E-Mail: d-gilliland@tamu.edu

22. AVAILABILITY OF FUNDS. Funds in the amount of $175,052.00 are currently available for performance of this instrument through 12/31/2002. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond 12/31/2002, until funds are made available to the Forest Service for performance and

until the cooperator receives notice of availability by written modification by the Forest Service for subsequent fiscal year programs.

23. COPYRIGHTING (1). The cooperator is granted sole and exclusive right to copyright, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of the copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub-agreements or subcontracts. This provision includes:

a. The copyright in any work developed by TAMU and UTSA under this instrument.

b. Any rights of copyright to which TAMU and UTSA purchases ownership with any Federal contributions.

24. ELECTRONIC FUNDS TRANSFER. The cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

7. The payment cooperator does not have an account at a financial institution.

8. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.

9. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

25. PAYMENT /REIMBURSEMENT. Reimburse the cooperator for the Forest Service's proportionate share as displayed on the negotiated Financial Plan for each Fiscal Year the Forest Service participates in the program. The cooperator is approved to submit quarterly billings(s). The Forest will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), display by separate cost elements as documented in the Financial Plan, less previous Forest Service payments. The invoice should be forwarded as follows:

a. Send an original to: Jose M. Salinas, Jr.
University of Texas at San Antonio
502 W. Durango St., Bldg 4-200
San Antonio, TX 78207

b. Send a copy to: Robert Joyce
USDA Forest Service
1621 N. Kent Street, Room 706
Arlington, VA 22209

26. INDIRECT COSTS AND TUTION REMISSION. In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.

27. PROGRAM PERFORMANCE REPORTS. Submit a performance narrative describing program accomplishments with quarterly billings . The final performance report shall be submitted either with your final payment request, or not later than 90 days from the expiration date of the instrument.

28. PATENTS RIGHTS. Whenever it is anticipated that an invention or subject invention may be a deliverable under this agreement, a patent right clause will be negotiated prior to any work being performed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of he last written date below.

_____ _____
Dr. JAMES A. ALMAZAN Date
Vice Provost for Research
University of Texas at San Antonio

Comment [UFS105]: Insert the Cooperator's authorized representative's Name, Title (if known), and legal name of the Cooperator.

_____ _____
Dr. EDWARD A. HILER Date
Vice Chancellor and Dean,
Agriculture and Life Sciences,
Director,
Texas Agricultural Experiment Station and
Texas Cooperative Extension

_____ _____

ELIZABETH ESTILL
Deputy Chief for Programs and Legislation
USDA Forest Service

Date

Forest Service Use

Job Code:_____

USFS Agreement No.: 02-JV-11132105-068
Cooperator Agreement No.:

Financial Plan

	Forest Service			Cooperator #1 - Univ of TX			Cooperator #2 - TX A&M			
Cost Elements	(a) Non-Cash Contrib.	(b) Value of In-Kind Contrib.	(c) Reimb. Coop.#1 & 2 Expenses	(d) Non-Cash Contrib.	(e) Value of In-Kind Contrib.	(f) Cash Contrib. to F.S.	(g) Non-Cash Contrib.	(h) Value of In-Kind Contrib.	(i) Cash Contrib. to F.S.	(j) Total
Direct Costs										
Salaries/Labor	$56,462.00		$56,764.00	$33,152.00			$23,310.00			$169,688.00
Travel	$0.00		$47,700.00							$47,700.00
Stipends	$2,200.00		$55,000.00				$2,200.00			$59,400.00
Supplies	$2,834.00		$9,588.00	$1,000.00			$1,834.00			$15,256.00
Consultant			$6,000.00							$6,000.00
HLINAR Office Space & Support	$7,650.00			$7,650.00						$15,300.00
Subtotal	$69,146.00	$0.00	$175,052.00	$41,802.00	$0.00	$0.00	$27,344.00	$0.00	$0.00	$313,344.00
Indirect Costs	$85,623.00			$25,228.00			$60,395.00			$171,246.00
Total	$154,769.00	$0.00	$175,052.00	$67,030.00	$0.00	$0.00	$87,739.00	$0.00	$0.00	$484,590.00

(k) Estimated Program Income (subtract from total of column (j):	
(l) Net Total Project Value:	$484,590.00

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (l) = (m)	(m) 68.06%
Total Cooperator Share = [(d+e+f+g+h+i) - (k)] ÷ (l) = (n)	(n) 31.94%
Total = (m+n) = (o) (should equal 100%)	100%

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ [(c+d+f+g+i)-(k)] = (p)	(p) 53.07%
Cooperator expenses NOT reimbursed by Forest Service [(d+f+g+i)-(k)] ÷ [(c+d+f+g+i) - (k)] = (q)	(q) 46.93%

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperators invoice as prescribed in provisions _____ and _____ multiplied by **53.07%** (p) minus any previous Forest Service payments, not to exceed the total amount listed in column (c), minus any estimated program income (k).

Instructions

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market. Cite a collection authority if columns (f) or (i) are used.

(a) **Forest Service Non-Cash Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Forest Service.

(b) **Value of Forest Service In-Kind Contribution:** Forest Service contributions toward completion of the project for which the Forest Service has **incurred no expense.** These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) **Reimbursable Cooperator #1 Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator #1 expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator #1 Non-Cash Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Cooperator #1 Value of In-Kind Contribution:** Cooperator #1 non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cooperator #1 Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended.

(g) **Cooperator #2 Non-Cash Contribution**: Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(h) **Cooperator #2 Value of In-Kind Contribution**: Cooperator #2 non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense**. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(i) **Cooperator #2 Cash Contribution to the Forest Service**: Cooperator Cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by cost element where these funds will be expended.

(j) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(k) **Estimated Program Income**: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(l) **Net Total Project Value**: The sum of all the values provided toward the project with Estimated Program Income deducted. This figure reflects the true estimated cost of the project.

JOINT VENTURE AGREEMENT
PNW 02-JV-11261952-251
between

OREGON STATE UNIVERSITY
and
USDA FOREST SERVICE
PACIFIC NORTHWEST RESEARCH STATION

Using FIA Plot Data to Parameterize and Assess Errors in Remote Sensing Models of Forest Cover Type, Successional State, and Biomass

This agreement is made and entered into by and between Oregon State University, hereinafter referred to as the Cooperator, and the USDA Forest Service, Pacific Northwest Research Station, hereinafter referred to as the Forest Service, under authority of the National Agricultural Research, Extension, and Teaching Act of 1977 (P.L. 95-113), as Amended by the Food Security Act of 1985 (P.L. 99-198, 7 U.S.C. 3318(b)). A Financial Plan is attached and made part of this Open Agreement.

I. PURPOSE

Existing methods for the Forest Inventory and Analysis (FIA) do not permit accurate mapping of inventoried variables such as forest type, successional state, and biomass. One of the most promising means of developing such maps is by integrating field inventory data with remote sensing image data. The purpose of this agreement is to develop, test, and implement methods to map the aforementioned forest attributes using a variety of remotely sensed imagery. The study area includes portions of Oregon, Washington, and California.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The FIA program of the Forest Service has considerable interest in the mapping and analysis of forest cover and related attributes, as it is essential to their inventory mission. Existing methods do not permit extensive mapping of these variables. This study will develop, test, and implement new modeling approaches that FIA should eventually be able to implement on a routine basis once the methods and related models are tested.

The Cooperator is experienced in this type of work. The Department of Forest Science at OSU is a cooperator in education and research involving remote sensing and forest ecology. The OSU principal investigator is an expert in remote sensing applications in forest ecology, and is well acquainted with varying forest types in the Pacific Northwest. The research will benefit the College of Forestry by helping to advance their remote sensing research and teaching programs.

III. THE COOPERATOR SHALL:

1. Provide technical expertise for the satisfactory completion of the study.

2. Collaborate with the Forest Service in the preparation of a project work plan and time schedule and keep the Forest Service apprized of progress.

3. Provide supervision to project personnel.

4. Collaborate with the Forest Service in preparation of manuscripts resulting from the project. Prepare and submit to the Forest Service annual program performance reports; and a final report for this phase of the project on or before June 30, 2004.

IV. THE FOREST SERVICE SHALL:

1. Provide guidance, advice, consultation, and co-leadership essential to the satisfactory accomplishment of this research project.

2. Collaborate with the Cooperator researchers in the preparation and co-authorship of resulting publications.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. FOREST SERSVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged by including the following credit line in all reports, publications and audiovisuals resulting from this study: "This research was supported by funds provided by the Pacific Northwest Research Station, USDA Forest Service."

2. FEDERAL COST PRINCIPLES. This agreement will be governed to the extent applicable by OMB Circular No. A-21, Cost Principles for Educational Institutions, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

3. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal-awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.
(2) Withholding advance payments otherwise due to the recipient.
(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

4. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over $5,000.00 per unit, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement, the Cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.

5. MODIFICATION (1). Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

6. ACCESS TO RECORDS. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form.

7. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

8. TERMINATION (1). Either party, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

9. NONDISCRIMINATION. The Cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients' programs that are produced by the recipients for public information, public education, or public distribution:

> "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 220250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

10. ENVIRONMENTAL STANDARDS. The Cooperator will comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.

11. LEGAL AUTHORITY. The Cooperator has the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

12. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

13. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through April 1, 2007 at which time it will expire unless extended.

14. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification, may extend the performance period of this agreement for a total duration not to exceed 5 years from its original date of execution.

15. PRINCIPAL CONTACTS. The principal contacts for this agreement are:

Warren Cohen USDA Forest Service Corvallis Forestry Sciences Lab 3200 SW Jefferson Way Corvallis, OR 97331 (541) 750-7322	Michael A. Lefsky Oregon State University Department of Forest Science Corvallis, OR 97331 (541) 758-7765

16. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. Funding in the amount of $58,969 is currently obligated for performance of this agreement through June 30, 2004. The Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this agreement beyond June 30. 2004, until funds are made available to the Forest Service for performance and until the Cooperator receives notice of availability to be confirmed in a written modification by the Forest Service.

17. COPYRIGHTING (1). The Cooperator is granted sole and exclusive right to copyright any resulting publication(s), including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the Cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any subagreements or subcontracts. This provision includes:

a. The copyright in any work developed by the Cooperator under this agreement.

b. Any rights of copyright to which the Cooperator purchases ownership with any Federal contributions.

18. ELECTRONIC FUNDS TRANSFER. In accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. Before payment can be made, the Cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

19. REIMBURSEMENT. Reimburse the Cooperator for the Forest Service's share of actual expenses incurred, not to exceed $58,969, reduced by other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. The Cooperator is approved to submit monthly billings. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each invoice shall display the Cooperator's actual expenditures to date of the invoice (not just the Forest

Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less other Federal and nonfederal cash contributions and previous Forest Service payments. Cooperator shall forward original copy of invoice to the Forest Service Principal Contact.

20. INDIRECT COSTS AND TUITION REMISSION. In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under cooperative agreements. However, it should be noted that indirect costs and tuition remission may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.

21. PROGRAM PERFORMANCE REPORTS. A performance report shall be submitted annually. The final performance report shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

/s/ Marty Santiago (for)	*/s/ Clem LaCava*
THOMAS J. MILLS	CLEM LaCAVA
Station Director	Contract Administrator
Pacific Northwest Research Station	Oregon State University
May 3, 2002	May 8, 2002
Date	Date

Attachment: Project Financial Plan

PROJECT FINANCIAL PLAN
Estimated costs

Using FIA Plot Data to Parameterize and Assess Errors in Remote Sensing Models of Forest Cover Type, Successional State, and Biomass

	FS NON-CASH CONTRIBUTION	FS $$ TO COOP	COOP NON-CASH CONTRIBUTION	TOTAL
LABOR (INCLUDING FRINGE BENEFITS)	$ 56,421	$ 44,919		$101,340
TRAVEL		$ 5,500		$ 5,500
SUPPLIES		$ 4,250		$ 4,250
COMMUNICATIONS (Publications)		$ 2,500		$ 2,500
SOFTWARE MTNCE & COMPUTER FEES		$ 1,800		$ 1,800
TUITION			$ 15,453	$ 15,453
TOTAL DIRECT COSTS	**$ 56,421**	**$ 58,969**	**$ 15,453**	**$130,843**
INDIRECT COSTS	$ 10,156		$ 15,332	$ 25,488
TOTAL PROJECT COSTS	**$ 66,577**	**$ 58,969**	**$ 30,785**	**$156,331**

	Dollars	Job Code
Estimated reimbursement to Cooperator:	$58,969	REIM702C

Reimbursement will be made only for actual expenses incurred by the Cooperator, not to exceed estimated total reimbursement.

COST REIMBURSABLE AGREEMENTS (CR)

ppt

FSM 1580.13b, FSM 1580.11
The National Agricultural Research, Extension and Teaching Act of 1977 as amended by the Food Security Act of 1985 (7 U.S.C. 3152, 3318, and 3319, Pub. L. 99-198)

ppt

Authorizes the Forest Service to enter into cost reimbursable agreements with any State Cooperative Institutions for the acquisition of goods or services, including personal services, without seeking competition to conduct agricultural research, extension, or teaching activities of mutual interests. (7 U.S.C. 3318 (b)).

ppt

GENERAL REQUIREMENTS

- NFS appropriated funding may be used to further teaching activities such as:
  - Formal classroom instruction – Natural Resources/Forestry
  - Laboratory instruction – Natural Resources/Forestry
  - Curriculum development – Natural Resources/Forestry
  - Innovative teaching methodologies
- Procedures for procurement, printing, property or personnel procedures should not be circumvented where their use is appropriate or required.
- Forest Service and Cooperator must share mutual interests.
- Cooperator does not have to benefit in the same way as the Forest Service.
- Competition is not required; however, Cooperator must be a State Cooperative Institution.
- Goods and services must be available in house at the State Cooperative Institution.
- Personal services shall be performed by State Cooperative Institution employees. (Work to be performed by skilled university employees, not persons in job training or recruitment programs).
- Either party can initiate the agreement.
- Agreements may be entire or open-ended.
- No work may begin until an executed agreement and approved financial plan are in place.
- No advance payments are allowed.
- Indirect Costs shall not exceed 10% of direct costs.
- Forest Service cannot reimburse equipment purchases by Cooperator.
- Federal Acquisition Regulations do not apply.

ppt

ppt

Forest Service Form 1580-1, Cost Share Agreement/Cost Reimbursable Agreement, may be used in lieu of a narrative format for Cost Reimbursement Agreements. Mandatory provisions are incorporated by reference on the FS 1580-1. Clauses may also be incorporated by reference on Cost Reimbursement Agreements. Attachments to this form should include the parties' responsibilities, a detailed Financial Plan, and any other information germane to the agreement

Highlight Clauses/Emphasis Items:

Samples:

Oregon State University
University of Florida

COST-REIMBURSEMENT AGREEMENT
PNW 03-CR-11261975-135
between
OREGON STATE UNIVERSITY
and
USDA FOREST SERVICE
PACIFIC NORTHWEST RESEARCH STATION

Structural Wood Uses of Retired Douglas-fir Power Transmission Poles

This Cost-Reimbursement Agreement is hereby made and entered into by and between Oregon State University, hereinafter referred to as the Cooperator, and the USDA Forest Service, Pacific Northwest Research Station, hereinafter referred to as the Forest Service, under the provisions of the National Agricultural Research, Extension and Teaching Policy Act of 1977 (P.L. 95-113), as amended by the Food Security Act of 1985 (P.L. 99-198,

7 U.S.C., 3319a).

I. PURPOSE

The purpose of this agreement is to explore the feasibility for structural wood uses of retired Douglas-fir power transmission poles.

Testing Requirements

The objective of this agreement will be accomplished by testing:

- Clear wood samples for bending, compression and stiffness properties.
- Pole samples for stress wave stiffness values.
- Sawn posts or timber samples for strength and stiffness properties, including bending to failure.

Lumber products are graded according to voluntary standards as established by the American Lumber Standard Committee of the U.S. Department of Commerce. Wood being tested in this study falls under grading rules for Posts and Timbers. The results from the strength testing along with visual lumber grading information conducted on the posts or timbers will provide additional evidence to make it possible to produce grade-stamped structural lumber products from retired transmission poles.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

Lumber products sold for actual uses are sawn from recently harvested live (green) or dead trees. The products are then graded using established strength and appearance criteria and sold for use. Sawmills in the United States use one of many lumber grading certification agencies to check their adherence to the established grading criteria. At this time, most grading agencies will not permit a lumber grade stamp to be awarded to a sawn product that has been “in service” because it is believed that over time wood in use as a structural member loses some of its strength.

This study seeks to conduct strength testing of wood sawn Douglas-fir power transmission

poles which have been in service for 45 to 60 years. Presently, this resource is sometimes sent to a landfill. The outcome of this research could mean a wider acceptance by grading agencies of grade stamping structural wood products sawn from retired power poles.

The Forest Service's interest in this agreement is to further the wise use of a wood resource which is under utilized at this time. The Cooperator's interest is to gain knowledge of mechanical properties of wood that has been in use. This knowledge can be applied to their research, development and teaching missions.

III. THE COOPERATOR SHALL:

1. Be responsible for performing the tests outlined above in I. PURPOSE to meet project objective.

2. Provide the facility, equipment and labor necessary to perform the required testing.

3. Submit all test data collected and one copy of the resultant testing report to the Forest Service within 60 days following the completion of all required testing.

4. Be primarily responsible for preparing a paper for publication. Involvement of the Forest Service will be recognized in co-authorship.

5. Bill the Forest Service for their prorated share of actual costs incurred to date, less program income, excluding any previous Forest Service payment(s) made on this instrument to date of the invoice.

IV. FOREST SERVICE SHALL:

1. Consult with OSU concerning testing progress and results.

2. Ship the sawn timbers from Rediscovered Wood Products, Albany, Oregon, to Oregon State University, Eugene, Oregon.

3. Provide a lumber grading inspector to visually grade the sawn timbers.

4. PAYMENT (1). Pay the Cooperator on a reimbursable basis, upon submission of proper invoices, for costs stipulated for services delivered and accepted or services rendered and accepted, less any deductions, as provided in this agreement. Each invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements, as documented in the Financial Plan. For the purposes of this agreement, reimbursement for indirect costs is limited to 10% of total, allowable direct costs. Tuition remission shall not be reimbursed. The cooperator shall submit the invoice(s) to the Forest Service Principal Contact.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN ALL PARTIES THAT:

1. FOREST SERVICE BE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this agreement.

2. FEDERAL COST PRINCIPLES. This agreement will be governed by OMB Circular No. A-21, Cost Principles for Educational Institutions, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

3. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.
(2) Withholding advance payments otherwise due to the cooperator
(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

4. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of Cooperator purchase of equipment.

5. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

6. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this agreement. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

7. MODIFICATION. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

8. LEGAL AUTHORITY. The Cooperator has the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

9. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

10. COMMENCEMENT/EXPIRATION DATE. The agreement is executed as of the date of the last signature and is effective through June 1, 2003, at which time it will expire unless extended.

11. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this agreement for a total duration not to exceed 5 years from its original date of execution.

12. TERMINATION. Either of the parties, in writing, may terminate the agreement is whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

13. PRINCIPAL CONTACT. The principal contacts for this agreement are:

Forest Service Project Contact	Cooperator Project Contact
Dean L. Parry	Robert Leichti
Forester	Associate Professor
Pacific Northwest Research Station	Oregon State University
Portland Forestry Sciences Laboratory	Department of Wood Science & Engineering
Phone: 503-808-2070	Phone: 541-737-4212
FAX: 503-808-2033	FAX: 541-737-3385
E-Mail: dparry@fs.fed.us	E-Mail: bob.leichti@orst.edu

14. AVAILABILITY OF FUNDS. Funds in the amount of $11,645 are currently available for performance of this agreement through June 1, 2003. The Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this agreement beyond June 1, 2003, until funds are made available to the Forest Service for performance and until the Cooperator receives notice of availability by written modification by the Forest Service.

15. PROGRAM PERFORMANCE REPORTS. Submit a performance report semi-annually. The final performance report shall be submitted either with your final payment request, or not later than 90 days from the expiration date of the agreement.

16. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the cooperators for public information, public education, or public distribution:

> "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

IN WITNESS WHEREOF, this agreement is effective upon the last date written below and is fully executed upon signature of both parties.

/s/ Marty Santiago (for)	*/s/ Clem LaCava*
ROBERT C. SZARO Acting Station Director Pacific Northwest Research Station	CLEM LaCAVA Contract Administrator Oregon State University
October 23, 2002 Date	October 29, 2002 Date

Attachment: Project Financial Plan

PROJECT FINANCIAL PLAN
Estimated Costs

Structural Uses of Retired Douglas-fir Power Transmission Poles

Cost Item	**Cost ($)**
Salaries, including Fringe Benefits	$ 7,412.00
Travel	262.00
Services and Supplies	1,412.00
Publication Costs	1,500.00
TOTAL DIRECT COSTS	**$10,586.00**
Indirect costs (10%/PT09sts	

COST-REIMBURSMENT AGREEMENT
NFS 03-CR-11060000-169
between
UNIVERSITY OF FLORIDA
and
USDA FOREST SERVICE

National Visitor Use Monitoring Study in the Pacific Northwest: Malheur, Mt. Hood, Umatilla, Wallowa-Whitman and Colville National Forests

This Cost-Reimbursement Agreement is hereby made and entered into by and between University of Florida, a state cooperative institution, hereinafter referred to as the Cooperator, and the U.S. Department of Agriculture Forest Service, Pacific Northwest Region, hereinafter referred to as the Forest Service, under the authority of the National Agriculture Research, Extension and Teaching Act of 1977, Pub. L. 95-113, as Amended by the Food Security Act of 1985 (7 U.S.C. 3319).

I. PURPOSE

The purpose of this instrument is for the Forest Service to acquire recreation use data on five National Forests participating in the FY03 National Visitor Use Monitoring (NVUM) study in the Pacific Northwest (Malheur NF, Mt. Hood NF, Umatilla NF, Wallowa-Whitman NF, and Colville NF) through a recreation visitor use monitoring study to be conducted by the Cooperator. Specifically, the study will be conducted to measure recreational use in the five National Forests participating in the FY03 NVUM study and develop a profile of various types of National Forest Visitors. The study will focus on land-based sites within each of the five National Forests, and will be conducted in a manner that is compatible with: 1) previous and ongoing recreation visitor use studies conducted by the Cooperator for the Forest Service within Region 6, and 2) the Forest Service National Visitor Use Monitoring study.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Forest Service is responsible for collecting reliable recreation use data on all National Forests and research regarding National Forest visitor profiles to improve program delivery.

The Cooperator is a leader in recreation use and visitor studies and is interested in continuing its ongoing research program to augment skills in this area.

III. COOPERATOR SHALL:

Develop a profile of the characteristics of visitors to the five National Forests participating in the FY03 NVUM study. This profile will include information on the origin of visitors, size and type of visiting groups, dollars spent, previous visitation history, length of stay in the area, activities pursued, and different patterns of visitation across seasons and in different recreation areas within all five National Forests.

1. Measure overall recreation use and specific visitation patterns within all five National Forests, including the number of visitors in vehicles and the distribution of use across different types of sites within the Forests.

2. Develop a demographic profile and identify visitor segments of all five National Forests.

3. Identify visitor expectations and levels of satisfaction with various aspects of their visit in all five National Forests.

4. Examine visitor opinions about possible future area management and facility development decisions.

5. Provide training to National Forest staff members, thus facilitating future research efforts within the Region 6 National Forests.

6. Follow the procedures established for the NVUM project in overall survey methodology and sampling design. Specific sites to be surveyed and a detailed sampling schedule have been established for all National Forests included in the national project. Additional sites and sampling effort may be added based on discussions between the Forest Service and the Cooperator.

7. Conduct sampling for the survey to obtain a database that will accurately describe overall use of the area as well as use of selected types of sites and individual areas of particular interest within the five National Forests. Data will be collected through the use of on-site interviews at a representative sample of the project's recreation areas. Concurrent with the visitor survey, area use patterns will be measured through traffic counters and observations of vehicles using the area. Both the visitor count data and visitor survey data will be used to validate and calibrate visitor use monitoring methods for future application in the five National Forests.

8. Provide trained project staff to conduct on-site interviewing during the primary use season and data entry and analysis for the entire database.

9. Submit an interim report outlining the status of data collection and providing preliminary results by March 1, 2003.

10. Submit a preliminary report highlighting the results collected through the full year of data collection by December 15, 2003.

11. Submit a draft report encompassing the full year of data collection April 31, 2004. After agency review, make revisions to the document and submit a final report by August 31, 2004.

12. Submit all reports in Microsoft Word (Office 97 or 2000) format to:

    Charles R. Frayer
    Regional Program Manager
    333 S.W. First Ave.
    PO Box 3623
    Portland, OR 97208

13. Use Forest-Service-supplied Government property only for authorized purposes. Authorized purposes are those purposes for which Government property is made available to members of the public and purposes authorized by this agreement.

Government property includes any form of real or personal property in which the Government has an ownership, leasehold, or other property interest that is purchased with Government funds, including the services of Cooperator personnel funded with Government funds. The term includes, but is not limited to telephone and other communications equipment and services, automated data processing capabilities, and Government records. (See Section IV, item #1 for Government property to be provided by the Forest Service).

IV. FOREST SERVICE SHALL:

1. Provide Cooperator with the following:

- Any changes in local conditions that might impact the data collection effort (e.g., weather, fire, site closures, etc.).
- Office space at a location to be determined for use in preparing and compiling data, and storing supplies and materials.
- Provide access to NVUM equipment (normally keys to an office or warehouse).
- Provide electric power, telephone service, and access to drop completed surveys in the USFS mail system.
- Forest radios/cell phones and a method of reporting that all interviewers are safely out of the Forest each survey day.
- Office support for interviewers (limited to occasional phone or computer use, envelopes and postage for mailing completed survey forms, etc.).
- NW Forest Pass (admin/volunteer pass needed for each interviewer).
- Bunkhouse space for interviewers as agreed upon with each of the five Forests.
- A copy of road permits with local/state agencies.
- National Visitor Use Monitoring Study forms, traffic and trail counters, road signs and sign stands.
- Forest recreation maps with NVUM sites labeled for each interviewer (5-10 per forest on average).
- Site sketch for each site that will be surveyed, most efficient route to each site, from which ranger station, time and miles to each site.
- Faculty office space, access to telephone and Ethernet connection on occasion.
- Site breakdown by District within each Forest
- FS contact person with a back up for each District

2. Review and approve sampling plan, draft and final reports.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. The University of Florida and its subcontractor, Penn State University, are designated as Land Grant Universities. Accordingly, teaching and education through practicum learning in a field environment will be a substantial part of the benefit gained by graduate students at these universities. This contract will allow graduate students to gain invaluable field experience as well as experience in

data entry and analysis. The graduate students will be closely supervised by faculty from the universities, and all writing and data analyses will be conducted in concert with faculty advisors.

2. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.

3. FEDERAL COST PRINCIPLES. This agreement will be governed by OMB Circular No. A-21, Cost Principles for Educational Institutions, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

4. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.

(2) Withholding advance payments otherwise due to the cooperator.

(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

5. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies).

6. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

7. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

9. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

10. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

11. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2004, at which time it will expire unless extended.

12. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

13. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

14. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Charles R. Frayer	Dr. Robert C. Burns
USDA Forest Service	University of Florida
Recreation, Lands and Minerals	Department of Recreation & Tourism
333 SW First Avenue	302 Florida Gym
P.O. Box 3623	P.O. Box 118208
Portland, OR 97208	Gainesville, FL 32611
(503) 808-2446	(352) 392-4042 Ext. 1226
cfrayer@fs.fed.us	rburns@hhp.ufl.edu

15. AVAILABILITY OF FUNDS. Funds in the amount of $296,196 are currently available for performance of this instrument through September 30, 2004. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond September 30, 2004, until funds are made available to the Forest Service for performance and until the recipient/cooperator receives notice of availability to be confirmed in a written modification by the Forest Service.

16. ELECTRONIC FUNDS TRANSFER. The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment recipient/cooperator does not have an account at a financial institution.

2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.

3. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

17. PAYMENT (1). Pay the cooperator on a reimbursable basis, upon submission of proper invoices, for costs stipulated for supplies delivered and accepted or services rendered and accepted, less any deductions, as provided in this instrument. Each invoice shall display the cooperator's actual expenditures to date of the invoice, displayed by separate cost elements, as documented in the Financial Plan. For the purposes of this instrument, reimbursement for indirect costs is limited to 10% of total, allowable direct costs and tuition remission shall not be reimbursed. The cooperator shall submit the invoice to the Forest Service Principal Contact:

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

/s/ Richard Sowa (for)	
LINDA GOODMAN	
Acting Regional Forester	
Pacific Northwest Region	University of Florida
October 21, 2002	
Date	Date

Attachment: Project Budget

USDA Forest Service Region 6 Recreation Use Monitoring Study (FY2003)

Estimated Budget Worksheet	**Region 6 National Forest NVUM Study - 2002-2003**	
	University of Florida	Penn State
Salaries		
Co-Principal Investigator - Burns*	20,000	
*3 month's summer 2003 salary ($4333 per month) and partial salary for Fall 2002 semester ($3500) and Spring 2003 semester ($3500)		
Co-Principle Investigator - Graefe*		20,000
* partial salary for three months ($6666 per month)		
Field Manager – Robinson*		31,200
* salary=$2600 for 12 months		
Fringe benefits on salaries (18.73% UF, 25.3% PSU)	3,746	7,894
Travel – administrative*	**8,000**	**8,000**
*7 trips to Oregon for Burns and Graefe @ $1000 per trip, plus Karen Robinson's travel costs to visit all 5 Forests over the year at $2000 total.		
Data collection costs		
Wages	**73,895**	
*Allows 651 survey days @ $113.51 per day		
Transportation	**48,825**	
*Allows 250 miles per day at $.30 per mile for 651 sampling days		
OPS student wages*	**30,000**	**10,000**
* Allows 5 UF graduate students for Summer 03 at $6000 per student and 2 PSU grad students for data analysis at $5000 per student (no tuition will be paid)		
Total direct costs	184,466	77,094
Penn State Indirect (10% of total direct costs)		7,709
Penn State Total		84,803
Total Direct Costs	269,269	
Indirect Costs	26,927	
Total Project Cost	**296,196**	

EXEMPTED AGREEMENTS (FI, LE, RO) ppt

FSM 1582
FSH 1509.11 CHAPTER 20 ppt

These are cooperative agreements that have been granted exceptions from the Federal Grants and Cooperative Agreements of 1977. OMB provided limited waivers for continuance of the following three programs: ppt

1. Cooperative Law Enforcement Agreements. Procedures for all existing and new Cooperative Law Enforcement Agreements which are executed under the authority of the Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a may continue. (FSM 5360, FSM 1582, and FSH 1509.11, ch. 20.) ppt

   Use when cooperating with counties for law enforcement patrols. Allows us to reimburse the County for patrolling Forest Service roads, campgrounds and recreation sites. Can also be used for requesting assistance for special enforcement situations such as fire emergencies, drug enforcement, and group gatherings.

Cooperative Forest Road Agreements. Procedures for all existing and new Cooperative Forest Road Agreements executed under authority of 16 U.S.C. 532-538 may continue. (FSM 7730, FSM 1582, and FSH 1509.11, ch. 20. This limited exception does not cover emergency relief program activities under 23 U.S.C. 125. ppt

Use to cooperate with Counties to assign road maintenance responsibility. Can also be used to cooperate for road improvement projects on roads under agreement. Can be county and Forest Development roads.

Cooperative Fire Protection Agreements. Procedures for all existing and new Cooperative Fire Protection Agreements which are executed under the following authorities may continue: ppt

a. Granger-Thye Act, as Amended (FSM 1580.12 and FSM 1584.12).
b. The Reciprocal Fire Act (FSM 1580.14 and FSM 1582.01).
c. The Cooperative Funds and Deposits Act of December 12, 1975 (FSM 1580.12 and FSM 1587.11).
d. The Cooperative Funds Act of June 30, 1914 (FSM 1580.12 and FSM 1584.11).

Use to cooperate with partners, usually counties, for wildland fire response. Currently, most states have umbrella fire agreements that include counties, and only annual operating plans are needed instead of individual agreements with every county.

Templates:

Coop Law Enforcement Agreement

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between the
COUNTY SHERIFF'S DEPARTMENT
And the
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
NATIONAL FOREST

Comment [USFS106]: Insert Name of County

Comment [USFS107]: Insert Name of Forest

Comment [USFS108]: Insert Name of County

Comment [USFS109]: Insert Name of Forest

This Cooperative Law Enforcement Agreement (agreement) is entered into by and between the County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Forest Service, National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, P.L. 92-82. 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has a limited amount of financing to meet their responsibility of enforcing these laws.

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*

B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
Advise the Forest Service Principal Contact, listed in Provision IV-B, of any suspected riminal activities in connection with activities on NFS lands.

D. Upon the request of the Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.

E. Shall furnish their tax identification number upon execution of this agreement pursuant to the Debt Collection Improvement Act of 1996, as amended by Public Law 104-134. The Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such Cooperator's relationship with the Government, has hereby been given.

F. Complete and furnish the Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and

arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the Cooperator during regular duties.

G. Provide the Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H and IV-O.*

I. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" includes books, documents,-5(s)13(ah7)is ceor luda4(e)8(n)he daceents, S la7aesse dfds" coo
a.
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III. THE FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous Forest Service payments. *See related Provisions II-I and IV-H.* The invoice should be forwarded as follows:

Send the original to:	Send a photocopy to:
Send original to:	Send copy to:
USDA Forest Service	USDA Forest Service
National Forest/Region	National Forest/Region
Phone:	Phone:
E-Mail:	E-Mail:

Comment [USFS112]: FS LEO Name

Comment [USFS113]: FS Agreements Coordinator Name

Comment [USFS114]: Insert Name of Forest

Comment [USFS115]: Insert Name of Forest

Comment [USFS116]: Address

Comment [USFS117]: Address

Comment [USFS118]: City, State, Zip

Comment [USFS119]: City, State, Zip

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to: provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Forest Service Contact	***Cooperator Contact***
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Comment [fs120]: Page: 3 Provide name, address, phone, FAX and e-mail address for all parties.

Forest Service Admin. Contact	***Cooperator Admin. Contact***
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NFS lands nor does this agreement have any effect upon the responsibility of the Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.

6. Billing frequency requirement(s). *See related Provisions II-I and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a Forest Service Agreements Coordinator.

E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

H. Reimbursable Cooperator enforcement expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which the Cooperator is normally able to provide.

I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the Cooperator to provide additional special enforcement activities. The Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

J. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will

be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If Cooperator or Forest Service equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the Forest Service, however, the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is responsible for all operating and maintenance costs for equipment that the Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement, the Cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The Forest Service will issue disposition instructions within 120 calendar days.

Comment [USFS121]: Disposition of equipment shall be in accordance with regulations contained in 7CFR 3016.32 – Equipment.

L. When no equipment or supplies are approved for purchase under an Operating Plan, Forest Service funding under this agreement is not available for reimbursement of Cooperator purchase of equipment or supplies.

M. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

N. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due the Cooperator.
3. Taking other action permitted by statute.

   Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

O. The Cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The Cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the Cooperator more than receiving a check.
3. The Cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

Q. The Forest Service by written modification to this agreement, may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the execution date of the agreement, including the subsequent performance periods.

Comment [USFS122]: Include only when a termination date of less than 5 years from date of execution is included in this agreement. If termination date is 5 years then delete this clause.

R. Execution of this agreement terminates Cooperative Law Enforcement Agreement No. executed between the parties on .

Comment [USFS123]: Include this clause only with the intention is to terminate a current Cooperative Law Enforcement agreement with the Cooperator. If this is not the intention, delete this clause.

Comment [USFS124]: Date

S. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

T. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If the Cooperator is approved to issue a contract it shall be awarded on a competitive basis.

Comment [USFS125]: Include if the Cooperator contemplates contracting with a third party; otherwise delete this clause.

U. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

V. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

W. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through at which time it will expire unless renewed.

Comment [USFS126]: Fill in the "DATE" with any date up to but not later than 5 years after the date of execution. Recommend inserting "that date five years thereafter".

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

USDA FOREST SERVICE

Comment [USFS127]: Insert Cooperating County Name

Comment [fs128]: Page: 5 National Forest or Regional Office

Comment [fs129]: Page: 5 District Office

DATE

Sheriff

Comment [fs130]: Page: 5 Name of Sheriff

DATE

Comment [fs131]: Page: 5 FS Signatory Name

USDA FOREST SERVICE

Comment [USFS132]: Forest Supervisor/Regional Forester

Comment [USFS133]: Insert Cooperating County Name

Comment [USFS134]: Insert Cooperating County Name

DATE

County Commissioner

Comment [fs135]: Page: 5 Name of County Commissioner (if applicable)

DALE P. McCORMICK DATE

Special Agent in Charge, Region 2

The authority and format of this instrument has been reviewed and approved for signature.

DATE

Agreements Coordinator

FOREST ROAD AGREEMENT
Between
USDA FOREST SERVICE
and

Comment [UFS136]: Region/Forest Name

Comment [UFS137]: County Name

This Forest Road Agreement, made and entered into by and between , State of , hereinafter called the "COUNTY," and the United States Department of Agriculture, Forest Service, Rocky Mountain Region, hereinafter called the "FOREST SERVICE," sets forth the responsibilities of each party with respect to the development and operation of those roads that are part of both the Forest Development and County road systems pursuant to the provisions of 16 USC 532-538, 23 USC 205 and the regulations issued by the Secretary of Agriculture.

Comment [UFS138]: County Name

Comment [UFS139]: Forest Name

WITNESSETH:

WHEREAS, the County is vitally interested in providing and operating a road system to provide adequate vehicular access for residents and commercial enterprises both for intra- and inter-county travel; and

WHEREAS, the FOREST SERVICE is vitally interested in providing and operating a road system for vehicular access that will integrate with other transportation systems and facilities and which provides access for the use and enjoyment of National Forest resources; and

WHEREAS, many of these planned and existing roads, both adjoining and within the National Forests and National Grasslands, will benefit and provide for the needs of the county and the FOREST SERVICE; and

WHEREAS, it is mutually beneficial to establish the responsibilities of each Agency for those roads that are part of both the County and Forest Development road systems (hereinafter called the "Joint System"; and

WHEREAS, the COUNTY and the FOREST SERVICE recognize that the setting down of development and operation responsibilities will minimize costly and unnecessary differences through advance coordination and full understanding; and

WHEREAS, nothing in this Agreement is to be construed as conflicting with existing laws, regulations, and prescribed responsibilities;

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following terms are defined:

1. Construction. The supervising, inspecting, actual building, and all expense incidental to the construction or reconstruction of a Forest development transportation

facility, including locating, surveying, designing, mapping rights-of-way (survey, design, appraisal, negotiation, and title processing), and elimination of hazards.

2. County System Road. A public way, meeting the statutory requirements for a County road, and properly registered with the State. A legal instrument is available in the County Records describing the rights of the COUNTY to the subject road.

3. Decision Notice. A concise public record of decision meeting the requirements of the Forest Service Manual 1950. It is prepared in cases where an Environmental assessment (EA) has been prepared.

4. Environmental Assessment (EA). A concise public document which serves to briefly provide sufficient evidence and analysis for determining whether to provide an Environmental Impact Statement or Finding of No Significant Impact.

5. Environmental Impact Statement (EIS). A detailed written statement as required by Section 102(2)(c) of the National Environmental Policy Act of 1969.

6. Forest Development Road. A Forest road under the jurisdiction of the FOREST SERVICE (23 USC 101(a), or covered by an appropriate Agreement with a cooperating agency.

7. Joint Road System Plan. A multiyear plan facilitating an organized program of construction and maintenance on local public roads and Forest Development roads serving the National Forest and National Grasslands which are of mutual interest to both parties.

8. Joint System. Those roads declared to be both a County System road and a Forest Development road.

9. Jurisdiction. The legal right to control and regulate all use of a transportation facility. In the Transportation System context, "jurisdiction" generally refers to law enforcement and the authority and responsibility for closing or limiting the use of a road where appropriate. The term "jurisdiction" does not necessarily require ownership, but rather authority. The authority of a governmental body to construct or maintain a road is generally based upon its statutory authority and its ownership of the land involved or an easement or an agreement with the agency or person who has an interest in the land. The authority to construct or maintain a road does not necessarily include either (1) the jurisdiction to promulgate laws or regulations or ordinances regarding the use of the road, or (2) the jurisdiction to enforce such laws, regulations, or ordinances. For purposes of clarity, where possible this Agreement has been written to specify particular activities such as law enforcement and control of use, rather than using the term "jurisdiction."

10. Law Enforcement. The act of policing and citing violators of laws or regulations.

11. Maintenance. The upkeep of the entire transportation facility including surface and shoulders, parking and side areas, structures, and such traffic control devices as are necessary for its safe and efficient utilization.

12. Public Authority – The term “public authority” means a Federal, State, county, town or township, Indian tribe, municipal or other local government or instrumentality with authority to finance, build, operate, or maintain toll or toll-free facilities.

13. Public Road. Any road or street under the jurisdiction of and maintained by a public authority and open to public travel (Title 23 USC 101).

14. Record of Decision. A concise public record of decision meeting the requirements of CEO NEPA Regulations (40 CFR 1500) and Forest Service Manual 1950. It is prepared in cases where an EIS has been prepared.

15. Responsibility. Ultimate accountability for a prescribed action.

16. Structure. A bridge, culvert, retaining wall, cattle guard, ford, or other structural improvement intended for carrying vehicular travel or built to support the roadbed.

17. USDA Easement. A written instrument, issued pursuant to 16 USC 533 or other specific Federal statute, authorizing the construction and use according to its terms of roads or highways over National Forest Service (NFS) lands.

A. PLANNING AND COORDINATION FOR THE JOINT ROAD SYSTEM

THE COUNTY AND FOREST SERVICE shall:

1. Develop a joint County-Forest Development road system plan to serve lands on and adjacent to National Forest and National Grasslands. Planning shall include public involvement continuously through the plan development.

2. Meet annually to:

a. Discuss development programs of interest to both Agencies. Special emphasis shall be given to programs involving the joint system and needed rights-of-way by each Agency for roads to be included in the joint system.

b. Review the responsibilities for operation of the existing joint system for possible modifications, additions, or deletions.

c. Discuss feasibility and enter into joint system Project Agreements in upcoming year.

3. Keep each other currently informed, through letters of meetings, regarding any modification of items agreed to at the joint meeting.

B. CONSTRUCTION OF JOINT ROAD SYSTEM

1. Over Federally owned Rights-of-Way

a. Construction solely by the COUNTY

(1) The COUNTY shall:

(a) Make a written application for a Special Use Permit to the FOREST SERVICE for survey of planned work when it is in the conceptual stage.

(b) Using decisions from the Decision Notice or Record of Decision and other information from the EA or final EIS, prepare preliminary plans and specifications which sufficiently define the physical limits and location of the road of-the-ground. Review location on-the-ground with the FOREST SERVICE, finalize plans and specifications, and make written application for a USDA Easement.

(c) Prepare detailed project design and specifications using standards defined in the EA/EIS.

(2) The FOREST SERVICE shall:

(a) Upon receiving a written application, issue a Special Use Permit to the COUNTY for survey purposes.

(b) Prepare an EA/EIS or provide the option for thee COUNTY to prepare an EA/EIS.

(c) Transmit to the COUNTY the completed EA/EIS and Decision Notice/Record of decision for the preparation of plans and specifications.

(d) Provide on-the-ground review of the design to assure compliance with the EA/EIS.

(e) Issue to the COUNTY a USDA Easement.

b. Construction by both Agencies

(1) The COUNTY and FOREST SERVICE shall enter into a Project Agreement which will stipulate the responsibilities of each Agency. Any such agreement shall be in accord with this Forest Road Agreement.

(2) The FOREST SERVICE shall prepare or provide the option to the COUNTY to prepare an EA/EIS.

(3) When necessary, the FOREST SERVICE and COUNTY shall amend the Project agreement to include stipulations required to control the work. Any such amendment shall be attached to the Project Agreement.

(4) If the COUNTY is to assume primary responsibility for law enforcement, operation and control, and regulation of use, it shall promptly make application for a USDA Easement. The FOREST SERVICE shall issue a USDA Easement.

c. Construction solely by the FOREST SERVICE

(1) The FOREST SERVICE shall:

(a) Keep COUNTY advised of current plans and programmed projects.

(b) Prepare the necessary EA or EIS, and plans and specifications.

(c) Review project on-the-ground with COUNTY; modify as necessary.

(2) The COUNTY shall:

(a) Review plans and specifications, including the need for detours and traffic control during construction, suggest modifications as needed.

(b) Make application for a USDA Easement if the joint road system plan identifies that the COUNTY is to assume primary responsibility for law enforcement, operation and control, and regulation of use following construction.

2. On COUNTY-owned Rights-of-way

a. Construction solely by COUNTY

(1) The COUNTY shall:

(a) Keep the FOREST SERVICE advised of current plans and programmed projects.

(b) Review projects on-the-ground with the FOREST SERVICE; modify

(a) Keep COUNTY advised of current plans and programmed projects.

(b) Request written approval to proceed with planned construction.

(c) Prepare an EA or EIS, and plans and specifications, considering on-site effects as well as impacts on adjacent lands.

(d) Review project on-the-ground with COUNTY. Modify as necessary.

(2) The COUNTY shall:

(a) Review and approve construction plans. Suggest modifications as necessary.

(b) Provide written approval for FOREST SERVICE to construct road.

(c) Provide on-the-ground review of the project during construction to assure conformance with COUNTY requirements.

C. ROAD OPERATION

Management of road operation is necessary for the protection of the public investment and environmental values, coordination of multiple-use activities, safety for all users, and for reasonable access for all types of public traffic. Road operation includes all activities dealing with maintenance, signing, and control of road use.

The various road operation responsibilities for each road or road segment on the joint system are itemized in Schedule A (attached to and made part of this Agreement). Maintenance specifications may be attached as required. Schedule A will be reviewed in the annual meeting and modified as necessary.

State traffic codes apply to State and County roads as defined in State law. Roads on National Forest land owned by the United States are under Federal and State civil and criminal jurisdiction, pursuant to 16 USC 480.

The COUNTY is responsible for law enforcement and traffic accident investigation on all joint system roads. The FOREST SERVICE is responsible for enforcement of rules which are in addition to or conflict with State laws on roads designated as "restricted use" or "seasonally closed" in Schedule A. The responsible Agency is in no way committed to a fixed policing and patrol schedule by this Agreement.

Roads on National Forest land where an easement has not been granted by the United States may be designated under "restricted use" in order to close the road or regulate its use under 36 CFR 261, and/or designated as "Cost Sharing" under 36 CFR 212.11 for purposes of requiring commercial users to share in the costs of construction and maintenance.

The FOREST SERVICE and the COUNTY, whichever is assigned signing responsibility on Schedule A, shall undertake a program of providing and maintaining adequate signs meeting current Manual on Uniform Traffic Control Devices Standards.

The COUNTY and FOREST SERVICE shall, within their authority, control vehicle weights within legal or posted limits.

When completing the Schedule A, care must be taken to assure the following principles are understood.

1. Law Enforcement

a. The COUNTY is responsible for law enforcement and traffic accident investigation on all joint system roads.

b. The FOREST SERVICE is responsible for enforcing rules, which are in addition to, or conflict with State laws on roads designated as "restricted use" or "seasonally closed."

(1) In order for the FOREST SERVICE to exercise traffic law enforcement activities, it must own the road or have an easement.

(2) The COUNTY can enforce State laws on roads owned by the United States as National Forest lands (16 USC 480), on State and County land, and on private land.

2. Road Restrictions

(a) The FOREST SERVICE may apply road use restrictions only on roads it owns or for which it has acquired easements.

3 Jurisdiction

(a) Any transfers of jurisdiction will be the result of transfers of Rights-of-way or easements.

(b) Jurisdiction cannot be transferred by agreement.

D. Rights-of-way

Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having ownership of an existing road or intending to have ownership of a road or road segment to be constructed will obtain any needed rights-of-way in its name. The COUNTY will not, in the future, accept any easement document, which contains provisions that will prevent the FOREST SERVICE from using or authorizing the use of roads for which Federal funds are to be expended. Federal funds will not be expended on those roads or road segments that have limitations that restrict the FOREST SERVICE's intended use. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The FOREST SERVICE will cooperate in the procurement of rights-of-way over land administered by other agencies of the United States when required for any project included

under this Agreement and will furnish the COUNTY copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction under applicable Federal and State laws for any road or road segment listed on Schedule A.

E. CONCLUSION

1. This Agreement may be amended or supplemented by mutual agreement in writing by the signers or their successors in office. This Agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the Agreement of the parties hereto with respect to any obligations incurred under the Agreement until a full settlement has been made.

2. Where applicable, any contract, agreement, or understanding entered into pursuant to this Agreement providing for work or actions to be performed shall include the requirements of Federal laws, Executive Orders and Regulations, and State statutes.

3. Nothing herein contained shall be construed to obligate the FOREST SERVICE or COUNTY:

a. Beyond the extent of available funds allocated or programmed for road development or operation, or contrary to applicable laws, rules, and regulations.

b. For road damage resulting from the negligence of the other cooperating party. The cooperating party that causes such damage is responsible for repair.

c. For road damage caused by unforeseen events and not resulting from negligence of any cooperator and of a magnitude not repairable by routine road maintenance procedures.

4. The cooperating party which owns the road will be responsible for recovering damages from any party causing the damage.

5. No Member of or Delegate to Congress, or Resident Commiss 0 0.000emmemmi0(ro)5(ad)5( )Om 7Cegu,nce

USDA FOREST SERVICE

DATE

DATE

The authority and format of this instrument has been reviewed and approved for signature.

(Coordinator's Name)
DATE
FS Agreements Coordinator
Comment [UFS140]:

Preparation Instructions:

COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
***XX NAME* NATIONAL FOREST**
AND
***XX NAME* FIRE DEPARTMENT**

THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the USDA Forest Service, ***XXNAME*** National Forest, hereinafter referred to as the FOREST SERVICE, and the ***XXNAME*** Fire Department, hereinafter referred to as the FIRE DEPARTMENT under the authority and provisions of the Reciprocal Fire Act of May 27, 1955 (42 USC 1856a, P.L. 84-46).

I. PURPOSE

Explain what the parties would like to accomplish in this type of agreement. The statement should begin with "The purpose of this cooperative fire protection agreement is…"

Refer to Appendix I for various examples of purpose statements that might help you.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

A statement that should reflect the FS and cooperator's interests and responsibilities should be stated separately and then summarized in one statement to tie the relationship together.

Refer to Appendix II for various examples of statement of mutual benefits and interests that might help you.

III. DEFINITIONS

STANDARD TERMS AND DEFINITIONS (See Appendix III – List of Standard Terms and Definitions) Appendix I defines all the different terms used in this type of agreement. Once you find the definition(s) to fit your particular agreement, you can then place them here under III. DEFINITIONS. Number sequentially when finished.

IV. GENERAL PROVISIONS

(See Appendix IV – List of General Provisions) In addition to the standard general provisions listed below, select the additional general provisions from Appendix II that best fits the needs of the agreement and place them here. Number sequentially each provision once completed. The General Provisions in Appendix I are examples and can be edited to fit the needs of your agreement, or use the generic provision provided.

#. TAXPAYER IDENTIFICATION NUMBER. The FIRE DEPARTMENT shall furnish their tax identification number upon execution of this instrument.

#. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

#. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

#. LEGAL AUTHORITY. The FIRE DEPARTMENT has the legal authority to enter into this instrument, and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project.

#. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, by providing 30 days written notice to the other party.

#. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from that date at which time it will expire unless renewed.

#. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact	*Cooperator Project Contact*
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail

Comment [fs148]: Page: 3
Provide name, address, phone, FAX and e-mail address for all parties.

Forest Service Administrative Contact	Cooperator Administrative Contact
Phone:	Phone:

APPENDIX I

PURPOSE STATEMENTS

Examples of Purpose statements are listed below. If one fits your specific need, please copy and paste it into your agreement Appendix I is not intended to be a part of your final agreement.

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this Agreement.

The purpose of this Agreement is to provide for joint participation in incident management teams and for cooperation in the suppression of wildland fires within the protection areas of parties signatory to this Agreement.

The purpose of this Agreement is to provide fire aid and coordination between the parties in order to more efficiently and effectively detect, prevent, and suppress fires within the jurisdictions of the respective parties. Assistance will only be provided when the resources are available and can be committed without severely impacting either party's ability to protect its own jurisdiction.

APPENDIX II

STATEMENTS OF MUTUAL INTERESTS AND BENEFITS

Examples of Examples Mutual Interests and Benefits are listed below. If one fits your specific need, please copy and paste it into your agreement Appendix II is not intended to be a part of your final agreement.

This Agreement provides for cooperation only in wildland fire management activities. The FOREST SERVICE shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the FIRE DEPARTMENT. The FOREST SERVICE may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

This Agreement provides for cooperation only in wildland fire management suppression activities. The FOREST SERVICE shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the FIRE DEPARTMENT. The FOREST SERVICE may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

The FOREST SERVICE has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement.

The FIRE DEPARTMENT has the responsibility for prevention, protection and suppression of structure and other non wildland fires within the established fire district. These structures and lands protected by the FIRE DEPARTMENT are intermingled or adjacent to lands protected by the FOREST SERVICE.

Therefore it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

The FOREST SERVICE has the responsibility for control and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement.

The FOREST SERVICE has the responsibility for control and suppression of both structure and wildland fires and incidents as defined by statute within the established fire district. These structures and lands protected by the FIRE DEPARTMENT are intermingled or in the vicinity of lands protected by the FOREST SERVICE.

The FOREST SERVICE and FIRE DEPARTMENT jointly participate in area and national incident management teams.

Therefore it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

The FOREST SERVICE and FIRE DEPARTMENT have responsibilities for prevention and suppression on lands administered by each agency, on private lands, and on other lands for which both parties have assumed fire management responsibilities through authorized agreements.

As both parties maintain prevention, detection and suppression forces to protect areas each is responsible for, it is mutually advantageous and in the public interest for the parties to this Agreement to coordinate and assist in each other’s efforts in prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility.

APPENDIX III
LIST OF STANDARD TERMS AND DEFINITIONS

Definitions of standard terms within these agreements are listed below. Use the terms that best fit your agreement and put each one in the "Definitions" Section III of the agreement. Appendix III is not intended to be a part of your final agreement.

1. BOUNDARY LINE FIRES. Fires that burn on adjoining lands of both parties or threaten to burn across fire protection boundaries. These include those situations where the actual location of the fire protection boundary is uncertain.

2. PROTECTING PARTY. The party responsible for providing for direct fire protection in a given area pursuant to this Agreement.

3. SUPPORTING PARTY. The party providing direct suppression assistance or other support and resources to the PROTECTING PARTY.

4. JURISDICTIONAL PARTY. The party having overall land and resource management and/or protection responsibility as provided by law.

5. COOPERATIVE FIRE PROTECTION. Specific fire protection services furnished by on e party to the other on a reimbursable basis prusuant ot the Annual Operation Plan.

6. DIRECT COSTS. Cost directly related to the suppression effort. These costs do not include dispatch or other administrative costs.

7. OVERHEAD COSTS. Costs not directly chargeable to suppression efforts, but which are part of the overall costs of operation. Forest Service overhead costs are chargeable at the current Forest Service overhead assessment rate.

8. PRESCRIBED FIRE. The planned or permitted use of fire to accomplish specific land management objectives.

9. FIRE PREVENTION. Activities directed at reducing the number of person-caused fires, including public education, law enforcement, dissemination of information, and the reductoin of hazards.

10. SUPPRESSION. All work of confining and extinguishing a fire beginning with its discovery.

11. RECIPROCAL FIRE PROTECTION (MUTUAL AID). Automatic initial attack response by suppression resources as specified in the Annual Operating Plan for specific pre-planned initial attack response areas and provided at not cost to the PROTECTING PARTY for the first 24 hours from time of initial report. Aid is limited to those resources or move-up and over assignments that have been determined to be appropriate in the Annual Operation Plan.

12. REIMBURSABLE WORK. Reinforcements exceeding reciprocal fre protection services furnished by either party, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service.

APPENDIX IV

LIST OF GENERAL PROVISIONS

Examples of general provisions are provided below. Use these as written or edit to fit the need of your particular agreement. Appendix IV is not intended to be part of the final agreement.

##. ANNUAL OPERATING PLAN. The parties will meet annually, prior to the initiation of fire season to prepare/review an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, current rates for use of FIRE DEPARTMENT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and made a part of this Agreement.

##. PROTECTING PARTY. The PROTECTING PARTY is responsible for providing direct fire protection in a given area pursuant to this Agreement.

##. SUPPORTING PARTY. The SUPPORTING PARTY is responsible for providing suppression assistance or other support and resources to the PROTECTING PARTY.

##. JURISDICTIONAL PARTY. The JURISDICTIONAL PARTY has the overall land and resource management and/or protection responsibility as provided by law.

##. RECIPROCAL FIRE PROTECTION. As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas a SUPPORTING party will, upon request or voluntarily, take initial attack action in support of the PROTECTING party. The PROTECTING party will not be required to reimburse the SUPPORTING party for initial attack actions taking place in these areas within the first XX hours, following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch. Reciprocal initial attack areas will be mapped and made a part of the AOP.

##. REQUESTED ASSISTANCE. Outside reciprocal initial attack areas, when requested by the PROTECTING party, the SUPPORTING party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

##. INDEPENDENT ACTION. Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protected by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the PROTECTING PARTY.

If either party takes action on a fire independently, the SUPPORTING party will furnish the PROTECTING party a preliminary report (oral) within 24 hours of the action taken and a written incident report with 10 days.

##. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING party will, as soon as possible, notify the PROTECTING party in accordance with the AOP; detailing what equipment and personnel have been dispatched to the incident location.

##. BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the PROTECTING PARTY(S) on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived it will be mutually agreed to the designation of the Incident Commander.

##. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities. The parties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Party's direct protection area will be the responsibility of that party.

##. COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.

##. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause.

##. TRAINING (1). Each party will advise the other of applicable cross training opportunities for personnel.

##. TRAINING (2). The parties will cooperate to assure that training needs to be provided that will produce safe and effective fire management programs. The intent is to support high quality training, to minimize training costs by sharing resources, and to standardize training.

##. BILLING PROCEDURES (1). The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations).

· SUPPORTING party shall submit a bill no later than one (1) year from date of the incident.

· Bills will be identified by fire name, location, incident number and will be supported by adequate documentation, including any applicable cost share agreements.

regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

##. CLAIMS. Claims for damage will be processed as determined by applicable Federal law. DEPARTMENT employees acting under the terms of this Agreement are not considered Federal employees and are not covered under the Federal Tort Claims Act.

##. EXAMINATION OF RECORDS. Each party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers and documents related to this Agreement.

##. FUNDING LIMITATION. Nothing herein shall be considered as obligating either party to expend or as involving either party in any contract or other obligation for the future payment of money in excess of funding approved and made available for payment under this Agreement and any modifications thereto.

##. CIVIL RIGHTS. The parties shall comply with all State and Federal statutes relating to nondiscrimination.

##. USE OF THIS AGREEMENT FOR MUTUAL AID. The local state forestry official should be consulted and possibly made signatory to this Agreement if this Agreement is determined to be used for mutual aid purposes.

##. NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM. The parties to this Agreement will operate under the concepts defined in the National Interagency Management System (NIMS) including: Incident Command system (ICS), qualifications system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

##. LAW ENFORCEMENT AND PREVENTION. Fire prevention and law enforcement efforts shall be coordinated to the maximum extent possible, at all level by all parties. The parties shall render mutual assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable.

##. EQUIPMENT. Equipment owned and used by either party to suppress fires in lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning agency. Exceptions to this practice, where needed, shall be agreed to in writing by both parties in advance.

##. AIRCRAFT AND PILOTS. All aircraft and pilots used to transport Forest Service personnel or that are directly controlled by the Forest Service shall be certified by a qualified Forest Service or United States Department of Interior Office of Aviation Services inspector prior to Forest Service work.

##. FEDERAL EMPLOYMENT COMPENSATION ACT. Any service performed hereunder by any officer or employee of the United States or any member of any Armed Forces of the United States shall constitute service rendered in the line of duty in such office, employment, or force. The performance of such service by any other individual shall not

constitute such individual an officer or employee of the United States for the purposes of the Federal Employment Compensation Act, as amended.

##. WAIVER OF CLAIMS AGAINST THE PARTIES. The parties signatory to this Agreement hereby waive all claims between and against each other, arising in the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

##. NONDISCRIMINATION. The parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

##. INCIDENT COMMANDER. When a wildfire is burning on or near lands of both parties, the officer-in-charge who arrives first will act as Incident Commander. When both parties have arrived, the officers-in-charge for each party will mutually agree to the designation of Incident Commander.

COOPERATIVE FIRE MANAGEMENT AGREEMENT
EXHIBIT B
ANNUAL OPERATING PLAN OUTLINE GUIDE

The Annual Operating Plan is a working document compiled each year by wildfire agencies participating in the Plan, and shall be attached to and considered a part of the Interagency Cooperative Fire Management Agreement.

The Plan should contain the following information, wherever applicable, and will follow the same format as this outline.

1. Plan approvals from authorized agency representatives with dates.

2. Identification of the jurisdictions within the area of the plan.

3. Authority for plan - cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies, and Agreement for Cooperative Wildfire Protection between the State and the County.

4. Purpose of plan - brief narrative

5. Definitions and description of:

A. Fire Management Responsibilities
B. Mutual Aid Dispatch Areas by Dispatch Levels
C. Mutual Aid Move-up and Cover Facilities
D. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures)
E. Responsibility for Non-Wildland Fire Emergencies
F. Repair of Wildfire Suppression Damage

6. Fire Management Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw-down levels, and other cooperating agencies.

A. Kind (by ICS type)
B. Location
C. Anticipated Availability Period
D. Staffing Levels
E. Contact Points and Names

7. Protection Area Maps Showing;

A. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
B. Fire Protection facilities by Agency and location
C. Direct Protection Areas
D. Mutual Aid Dispatch Areas

E. Special Management Consideration Areas
F. Date Effective

8. Fire Readiness

A. Fire Planning
   1. Presuppression analysis plans
   2. Trigger points for increase/decrease in staffing/readiness
   3. Prevention plans
   4. Prescribed fire plans

B. Wildfire Training Needs and Coordination

C. Inspection Schedules

9. Wildfire Suppression Procedures

A. ICS Use
B. Detection Standards
C. Relationship with local mobilization guide
D. Notification about Fires
E. Establishment and Revision of Mutual Aid Dispatch Areas
F. Initial Attack Dispatch Levels and their determination
G. Dispatching and Resource Order Process
   1. Unified Command
   2. Boundary Fires
H. Reinforcements and Support
I. Move-up and Cover Locations and Procedures
J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
K. Interagency Sharing of Communications Systems and Frequencies
L. Escaped Fire Situation Analysis
M. State Emergency Fire Fund
N. Dispatch Centers or other incident support facilities
O. Post-incident Action Analysis
P. Out-of-Jurisdiction Assignments
   1. Standards
   2. Procedures

10. Aviation Procedures

A. Aviation map and narrative
   1. Hazards
   2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
   3. Helispots, dip sites
   4. Automatic dispatch zones (tied to preparedness planning)
   5. Detection routes
   6. Foam/retardant restriction areas
B. Flight following/frequency management
C. CWN aircraft, tactical and support aircraft

D. Fixed wing base management
E. Single Engine Attack Tanker Bases
F. Leadplane/air attack activation
G. Aviation Requests and Operations
   1. Initial Attack
   2. Boundary Fires
   3. Wildland Urban Interface
   4. Mutual Aid Procedures
   5. Air Space Restrictions
H. Inspection Schedules
I. Aviation Dispatch Procedures
   1. Status
   2. A/C Hires
   3. Selection Process
   4. Flight Management
   5. Flight Following
   6. Tar's

11. Fire Prevention

A. General Cooperative Activities
B. Information and Education
   1. Fire Danger Information
      (a) Fire Weather Station Locations
      (b) Data Sharing and Methods
      (c) Fire Danger dissemination
      (d) Fire Prevention Signs
   2. Joint or Single Agency Press Releases
   3. Smokey Bear Program
   4. "Let's Talk Fire" Programs
   5. Red Flag Operations
   6. Fire wise Communities Program
C. Engineering
   7. Land Use Planning (wildland-urban interface)
   8. Defensible space and fuels treatments
   9. Railroads and Utilities
D. Enforcement
   10. Issuing Open Burning and Campfire Permits
   11. Restrictions and Closures, (Initiating, communicating, enforcement, and lifting)
   12. Fire Investigations

12. Fuel Management and Prescribed Fire Considerations

13. Cost Reimbursements

A. Non-Reimbursable Items
B. Reimbursable Items
C. Wildfire Prevention

D. Wildfire Readiness
E. Wildfire Suppression
    1. Dispatching
    2. Initial Attack
    3. Mutual Aid
    4. Reinforcements
    5. Aviation
    6. Cost Share Plan
    7. Out-of-Jurisdiction Assignments
    8. Billing Procedures
    9. Resource Use Rates

14. General Procedures. How to handle:

A. Periodic Program Reviews
B. Annual Updating of Plans
C. Changes During Year (due to budget cuts or supplemental funding)
D. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

A. Bureau of Land Management
B. Colorado State Forest Service
C. USDA Forest Service
D. Bureau of Indian Affairs
E. National Park Service
F. Fish and Wildlife Service
G. County
    1. Board of Commissioners
    2. Sheriff's Department
H. Fire Departments

FINANCIAL PLANS

ppt

Financial plans contain costs elements for direct and indirect costs. They outline the value of the contributions by both parties and display how matching costs and reimbursements are calculated.

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ppt

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ppt

Highlight Clauses/Emphasis Items:

A "good estimate" is needed from the cooperator. Indirect costs on Forest Service contributions and overhead must be included.

New plans auto-calculate.

Templates:

Forest Service and non-Federal Cooperator
Forest Service and Federal Cooperator
Forest Service, non-Federal Cooperator and Federal Cooperator

USFS Agreement No.:
Cooperator Agreement No.:

Financial Plan

	FOREST SERVICE			COOPERATOR					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
							THIRD PARTY		
COST ELEMENTS							Cash Contributions		(i)
Direct Costs	Non-Cash Contrib.	Value of In-Kind Contrib.	Reimb. Coop. Expenses	Non-Cash Contrib.	Value of In-Kind Contrib.	Coop.	Non-Fed	Federal	Total
Salaries/Labor									$0.00
Travel									$0.00
Equipment Use									$0.00
Supplies									$0.00
Materials									$0.00
Printing									$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs									$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

(j) Estimated Program Income (subtract from total of column (i):	
(k) Net Total Project Value:	$0.00

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (k) = (l) — (l) #DIV/0!

Third Party Cash Contribution Federal = (h ÷ k) = (m) — (m) #DIV/0!

Total Federal Share = (l+m) = (n) — (n) #DIV/0!

Total Cooperator Share [(d+e+f+g) - (j)] ÷ (k) = (o) — (o) #DIV/0!

Total (n+o) = (p) — (p) #DIV/0!

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ [(c+d+f+g+h) - (j)] = (q) — (q) #DIV/0!

Cooperator expenses NOT reimbursed by FS (d+f+g+h-j) ÷ (c+d+f+g+h-j) = (r) — (r) #DIV/0!

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions _____ and _____ multiplied by #DIV/0! (q) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

Instructions

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

(a) **Forest Service Non-Cash Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Forest Service.

(b) **Value of Forest Service In-Kind Contribution:** Forest Service contributions toward completion of the project for which the Forest Service has **incurred no expense.** These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) **Reimbursable Cooperator Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Value of Cooperator In-Kind Contribution:** Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended. **Be sure to cite a collection authority in the Agreement if this column is used.**

(g) **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.

(h) **Third Party Cash Contribution Federal:** Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.

(i) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(j) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and

Cooperator Agreement No.:

	Forest Service			Cooperator #1			Cooperator #2 - Federal			
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	
Cost Elements	Non-Cash Contrib.	Value of In-Kind Contrib.	Reimb. Coop.#1 Expenses	Non-Cash Contrib.	Value of In-Kind Contrib.	Cash Contrib. to F.S.	Non-Cash Contrib.	Value of In-Kind Contrib.	Cash Contrib. to F.S.	(j) Total
Direct Costs										
Salaries/Labor										$0.00
Travel										$0.00
Equipment Use										$0.00
Supplies										$0.00
Materials										$0.00
Printing										$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs										$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

(k) Estimated Program Income (subtract from total of column (j):
(l) Net Total Project Value: $0.00

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (l) = (m)	(m) #DIV/0!
Total Cooperator #2 Share = (g+h+i) ÷ (l) = (n)	(n) #DIV/0!
Total Federal Share = (m+n) = (o)	(o) #DIV/0!
Total Cooperator #1 Share [(d+e+f) - (k)] ÷ (l) = (p)	(p) #DIV/0!
Total (o+p) = q	(q) #DIV/0!

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ (c+d+f+g+l-k) = (r)	(r) #DIV/0!
Cooperator expenses NOT reimbursed by FS (d+f+g+l-k) ÷ (c+d+f+g+l-k) = (s)	(s) #DIV/0!

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions and multiplied by #DIV/0! (r) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income (k).

(a) **Forest Service Non-Cash Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Forest Service.

(b) **Value of Forest Service In-Kind Contribution:** Forest Service contributions toward completion of the project for which the Forest Service has **incurred no expense.** These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) **Reimbursable Cooperator #1 Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator #1 expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator #1 Non-Cash Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Cooperator #1 Value of In-Kind Contribution:** Cooperator #1 non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cooperator #1 Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended.

USFS Agreement No.:
Cooperator Agreement No.:

Financial Plan

	Forest Service			Cooperator #1			Cooperator #2 - Non-Federal			
	(a) Non-Cash Contrib.	(b) Value of In-Kind Contrib.	(c) Ream. Coop #1 Expenses	(d) Non-Cash Contrib.	(e) Value of In-Kind Contrib.	(f) Cash Contrib. to F.S.	(g) Non-Cash Contrib.	(h) Value of In-Kind Contrib.	(I) Cash Contrib. to F.S.	(j) Total
Cost Elements										
Direct Costs										
Salaries/Labor										$0.00
Travel										$0.00
Equipment Use										$0.00
Supplies										$0.00
Materials										$0.00
Printing										$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs										$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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(k) Estimated Program Income (subtract from total of column (j):	$0.00
(l) Net Total Project Value:	$0.00

Matching Costs Determination

Total Forest Service Share = (a+b+c) ÷ (l) = (m)	(m)	#DIV/0!
Total Cooperator Share = [(d+e+f+g+h+i) - (k)] ÷ (l) = (n)	(n)	#DIV/0!
Total = (m+n) = (o)		#DIV/0!

Reimbursement Calculation

Forest Service Reimbursement percent (c) ÷ [(c+d+f+g+i)-(k)] = (p)	(p)	#DIV/0!
Cooperator expenses NOT reimbursed by Forest Service [(d+f+g+i)-(k)] ÷ [(c+d+f+g+i) - (k)] = (q)	(q)	#DIV/0!
Reimbursable Amount = Total actual cost incurred to date		

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(c) **Reimbursable Cooperator #1 Expenses:** The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator #1 expenses that are not included anywhere else on this form. This is **an expense** to the Forest Service.

(d) **Cooperator #1 Non-Cash Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(e) **Cooperator #1 Value of In-Kind Contribution:** Cooperator #1 non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense.** These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cooperator #1 Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by Cost Element where these funds will be expended.

(g) **Cooperator #2 Non-Cash Contribution**: Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here **are an expense** to the Cooperator.

(h) **Cooperator #2 Value of In-Kind Contribution**: Cooperator #2 non-cash contributions provided toward completion of the project for which the Cooperator has **incurred no expense**. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(i) **Cooperator #2 Cash Contribution to the Forest Service**: Cooperator Cash contribution provided to the Forest Service for use in completing the project. This is **an expense** to the Cooperator. Display by cost element where these funds will be expended.

(j) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(k) **Estimated Program Income**: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(l) **Net Total Project Value**: The sum of all the values provided toward the project with Estimated Program Income deducted. This figure reflects the true estimated cost of the project.

MODIFICATIONS

ppt

FSM 1587.11A
FSH 1509.11 CHAPTER 60

A modification is used to document changes in an agreement. Must be executed prior to expiration. Use for changes in: ppt

ppt

- Work
- Location of Work
- Existing Terms and Conditions
- Add Annual Operating Plan/Financial Plan
- Funding

GENERAL REQUIREMENTS ppt

- Mutual consent
- Must be executed prior to expiration of agreement
- Must be executed prior to commencement of work

Highlight Clauses/Emphasis items:

Samples:
Colorado State University

MODIFICATION No. 2
To
Challenge Cost-Share Agreement
between
USDA Forest Service, Rocky Mountain Region
and the
Colorado State University

This **MODIFICATION**, is hereby entered into by and between the USDA Forest Service, Rocky Mountain Region, hereinafter referred to as the Forest Service, and the Colorado State University, hereinafter referred to as the Cooperator, as specified under the provisions of Challenge Cost-Share Agreement No. 01-CS-11020000-027, executed on April 23, 2001.

The purpose of this Modification is to provide an extension of the expiration date. The extension is due to the Forest Service being unable to provide necessary GIS information to the Cooperator in a timely manner for them to complete the assessment. This is a no-cost extension.

Replace Clause 18 with the following:

18. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of April 23, 2001 and, unless sooner terminated, is effective through January 31, 2002

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

COLORADO STATE UNIVERSITY	USDA FOREST SERVICE Rocky Mountain Region
DATE	RICK D. CABLES DATE Regional Forester

The authority and format of this instrument has been reviewed and approved for signature.

LuAnn Waida DATE
Agreements Coordinator

FOR FOREST SERVICE USE ONLY

Agreement No.:	01-CS-11020000-027
Spending Limit for FY00:	N/A
Burden (overhead rate):	N/A
Job Code	N/A
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual):	N/A
Vendor ID (multiple partners?):	N/A
If Federal, Agency Location Code:	N/A
Program Manager and phone:	Greg Hayward, 303-275-5022
Termination Date:	1/31/02

Comment [UFS149]: Type of Agreement i.e. Collection, Challenge Cost Share, Participating, etc.
Comment [UFS150]: Region/Forest Name
Comment [UFS151]: Cooperator Name
Comment [UFS152]: Region/Forest Name
Comment [UFS153]: Region/Forest Name
Comment [UFS154]: Cooperator Name
Comment [UFS157]: Last date on signed agreement
Comment [UFS155]: Type of Agreement i.e., Collection, Challenge Cost Share, Participating, etc.
Comment [UFS156]: Assigned Agreement Number
Comment [UFS158]: Cooperator Name
Comment [UFS159]: Staff Name
Comment [fs160]: Page: 5 Region/Forest Name
Comment [fs161]: Page: 5 Staff/District Name
Comment [fs162]: Page: 5 Cooperator Signatory Name
Comment [fs163]: Page: 5 FS Signatory Name
Comment [fs164]: Page: 5 Title of Cooperator's Signatory
Comment [fs165]: Page: 5 Title of FS Signatory

ROLES & RESPONSIBILITIES

ppt

1. The **Regional Forester** is the designated signatory official with authority to en grants, cooperative agreements and other agreements for programs under regic jurisdiction. This authority may be delegated in writing to certified Grants and Agreements (G&A) Specialists, Staff Directors, and Line Officers. ppt

2. **Forest Supervisors** are designated as signatory officials to enter into grants, cooperative agreements, and other agreements for programs under their jurisdi Authority for other agreements may be redelegated in writing to District Rangers for programs under their jurisdiction. Forest Supervisors may not redelegate signatory authority for Federal Financial Assistance awards. ppt

3. Each unit shall designate a **Grants & Agreements (G&A) Specialist(s)** with adequate training and knowledge of award, administration, and close out procedure instruments. **A Grants & Agreements Specialist is an employee responsible for reviewing and recommending approval of instruments before signature by a line officer. A Grants & Agreements Specialist assigns identification numbers, administers the instruments, and ensures maintenance of official file for instruments.** The G&A Specialist shall assign a Federal identifier number to each instrument before it is signed by the signatory official. The number denotes that the instrument has been properly reviewed and approved by the G&A Specialist. ppt

4. G&A Coordinators shall ensure that a **G&A Project Manager** is designated in writi for each instrument upon signature. **A G&A Project Manager is an employee responsible for initiation of project proposal, administering the project, and ensuring work is accomplished in accordance with the terms of the instrument. The G&A Project Manager works with the G&A Specialist to close out instruments when they expire.** Designation as a G&A Project Manager is an operations assignment that has no effect on responsibilities and relationships to supervisors in such matters as hours of work, use of vehicles and equipment, clerical assistance, and so forth. Under the G&A Specialist, the G&A Project Manager administers the instrument within authority and limitations specified in the instrument. ppt

The G&A Project Manager shall:

a. Furnish the G&A Specialist a draft copy of the proposal for review, advice, and approval before signature by a line officer.
b. Ensure G&A Specialist receives original signed instrument and that a copy is received by fiscal for obligation or collection purposes.
c. Furnish copies of pre- and post-award correspondence to G&A Specialist for inclusion in official file.
d. Initiate and coordinate written modifications with G&A Specialist prior to incurrence of additional costs or expiration date of instrument or any other

legitimate changes, G&A Specialist shall approve all modifications prior to signature by line officer. Work with G&A Specialist to ensure fiscal receives a copy when a change in funding occurs.

e. Prepare and submit all required financial and progress reports to cooperators with copies to G&A Specialist. Ensure required cooperator's reports are received.
f. Ensure that financial and/or operating plans are revised, reviewed and approved by G&A Specialist, and signed by line officer prior to start date.
g. In accordance with FSM 1580.42, item 5, ensure invoices include the following information:
    1. TIN# or SSN of cooperator requesting payment
    2. Job code with proper fiscal year identifier and budget object code.
    3. G&A Project Manager's complete signature and date confirming work is completed.
h. Review the instrument annually, or in accordance with the instrument. This includes periodic review of transaction registers for concurrence with fiscal's balance. Advise the G&A Specialist of any problems.
i. Within 90 days following the expiration of an instrument, review all terms and conditions to ensure that:
    1. All aspects of the instrument have been adhered to.
    2. All monies have been expended or deobligated.
    3. There are no pending claims.
    4. Property has been properly disposed of.
    5. All required reports have been received or submitted to cooperators.
    6. The instrument is closed by the G&A Specialist.

ppt

AGREEMENT PROCESS

The following chart details the responsibilities for both the Program Official and G&A Specialist in the pre-award, award and administration of Grants, Cooperative Agreements and Other Agreements. Please see FSM 1580.71 for recommended training, skill levels and core competencies needed.

AGREEMENTS PROCESS **RESPONSIBLE PERSON**

I. PRE-WORK

FEDERAL ASSISTANCE INSTRUMENTS	PROGRAM OFFICIAL	G&A SPECIALIST
Check on availability of funds and fund type.	X	
Determine the need for competition. This may include writing Federal Register announcements, arranging mailings, setting up independent proposal review groups comprised of subject matter specialists and State, local or other government representatives.	X	
Publish/advertise competitive requests for proposal.	X	X
Screen competitive as well as unsolicited proposals.	X	X
Evaluate screened proposals from a programmatic standpoint.	X	
Ensure that performance under the instrument is properly described in the narratives and budget proposals.	X	
Make recommendation on award of proposals.	X	
Notify proponents of selection and ensure all required application forms and assurances are submitted if not included with the proposal.		X
Review grant or cooperative agreement applications.	X	X
Ensure that a letter of cost incurrence is issued to the recipient if approving expenses that may be incurred on the project prior to execution of the instrument, unless otherwise allowed for under Federal Assistance (pre-award costs as defined in the OMB Circulars).		X
Prepare award letter and assign a Federal identifier number.		X

II. SIGNATURES

FEDERAL ASSISTANCE INSTRUMENTS	PROGRAM OFFICIAL	G&A SPECIALIST
Award letter with signatory official's signature is sent to recipient.		X
Recipient returns signed award letter to G&A Specialist.		X
Copy of fully executed agreement with dollars to be obligated will be given to Fiscal for obligation purposes. **Cooperator's TIN number will be provided to Fiscal.** Agreement will have a valid Job Code listed.		X

III. AGREEMENTS ADMINISTRATION

FEDERAL ASSISTANCE INSTRUMENTS	PROGRAM OFFICIAL	G&A SPECIALIST
Ensure official case folder and INFRA database are maintained.		X
Ensures responsibilities of agreement are fulfilled.	X	X
Ensures SF-270's are in compliance with agreement. If so, signs invoices, dates and includes Job Code for payment. Forwards to Fiscal with a copy to G&A Specialist.		X
Monitors status of accounts, dollars spent and balances.	X	
Reviews modification requests and budget changes in coordination with Program Official.	X	X
Furnish copies of pre-and post-award correspondence for inclusion in the official file.	X	
Ensure recipients are informed of all required financial and performance reports. Ensures copies of these completed reports are included in the official file.	X	X
Responsible for close-out and termination of agreements. Work with Fiscal to de-obligate funds.		X
Ensure all actions are within compliance of agreement.	X	X
Maintain closed files for ten years per records management requirements.		X

AGREEMENTS PROCESS **RESPONSIBLE PERSON**

I. PRE-WORK

OTHER THAN ASSISTANCE TYPE INSTRUMENTS	PROGRAM OFFICIAL	G&A SPECIALIST
Check on availability of funds and fund type.	X	
Program Official approaches G&A Specialist with project and/or completes an agreement worksheet.	X	
Determination of agreement - Is it an agreement? What type? What authority?		X
Provide appropriate template or direct the Program Official to the WO G&A website for current template.*		X
Prepare draft agreement from template and send to G&A Specialist.	X	
Review draft agreement and work with PO for clarification if needed.		X
Review and coordinate with RO Agreements Specialist when necessary.		X
Copy of draft agreement returned to the PO to work with the cooperator(s) for review. Once draft agreed upon, agreement is put in final form and returned to G&A Specialist.	X	
Coordinate with Fiscal for MO number and unique job code, i.e. NFEX, CWFS	X	X
Economy Act determination for Interagency Agreements.	X	X
Final copy of agreement is logged and assigned Federal identifier number. Agreements Coordinator signs as reviewing.		X

II. SIGNATURES

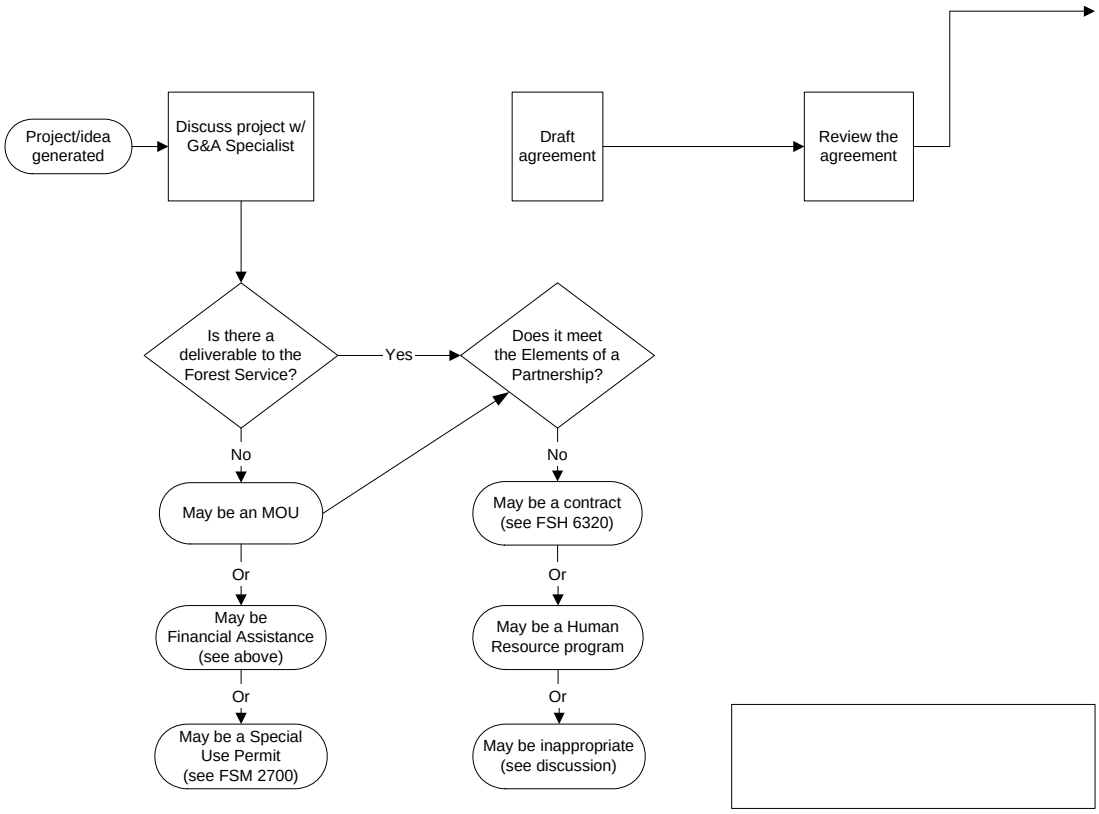
OTHER THAN FEDERAL ASSISTANCE TYPE INSTRUMENTS	PROGRAM OFFICIAL	G&A SPECIALIST
Minimum of two originals of agreement sent to cooperator for signature with cover letter indicating originals to be returned to G&A Specialist.	X	X
Cooperator returns signed agreements to G&A Specialist and it is forwarded to the person with signing authority for signature.		X
Once all signatures are obtained copies of executed agreement sent to Program Official and an original sent to the Cooperator with a transmittal letter.		X
Copy of fully executed agreements with dollars to be obligated or collected will be given to Fiscal for obligation/collection purposes. **Cooperator's TIN number will be provided to Fiscal.** Agreement will have a valid Job Code listed.		X

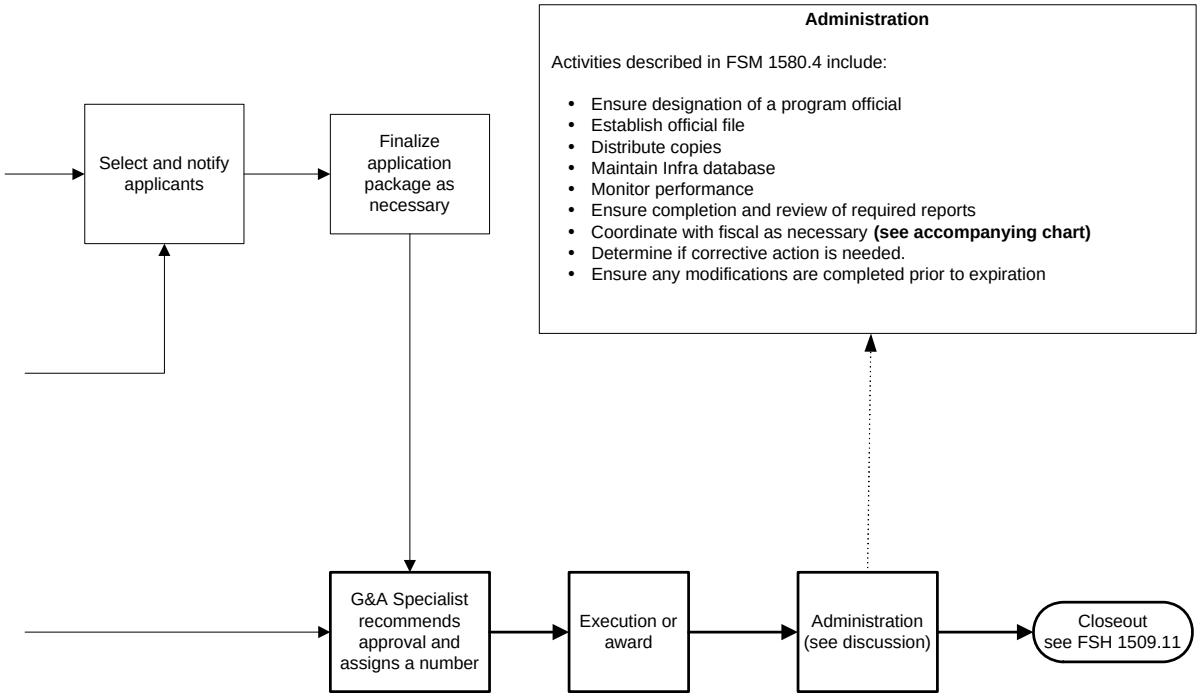
III. AGREEMENTS ADMINISTRATION

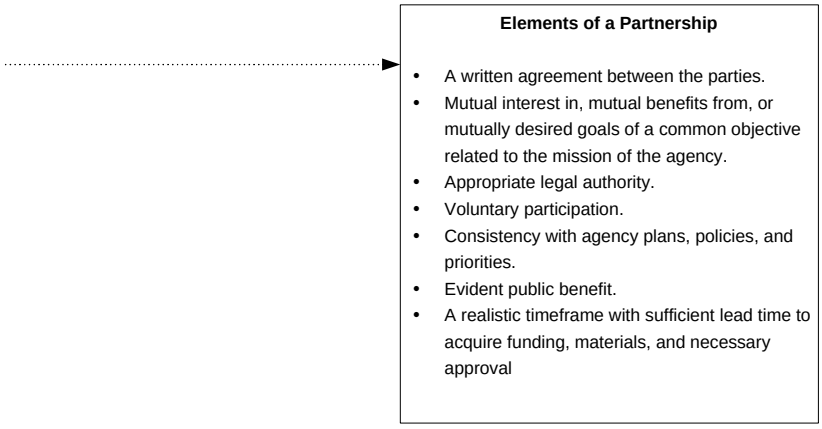
OTHER THAN FEDERAL ASSISTANCE TYPE INSTRUMENTS	PROGRAM OFFICIAL	G&A SPECIALIST
Ensure official case folders and INFRA database are maintained.		X
Ensures responsibilities of agreement are fulfilled	X	X
Ensures receipts/invoices are in compliance with agreement. If so, signs invoices, dates and includes Job Code for payment. Forwards to Fiscal with a copy to G&A Specialist.	X	
Provides copies of agreements for collection purposes to Fiscal. Fiscal will prepare Bill for Collection.		X
Monitors status of accounts, dollars spent and balances.	X	
Modifies agreements and/or prepares annual operating & financial plans in coordination with Project Manager.	X	X
Responsible for close-out and termination of agreements. Work with B&F to deobligate funds or return excess funds to cooperator.	X	X
Ensure all actions are within compliance of agreement.	X	X
Ensure a close-out letter is sent to the cooperator upon the completion of the project and all obligations have been met.		X
Maintain closed files for ten years per records management requirements.		X

ppt

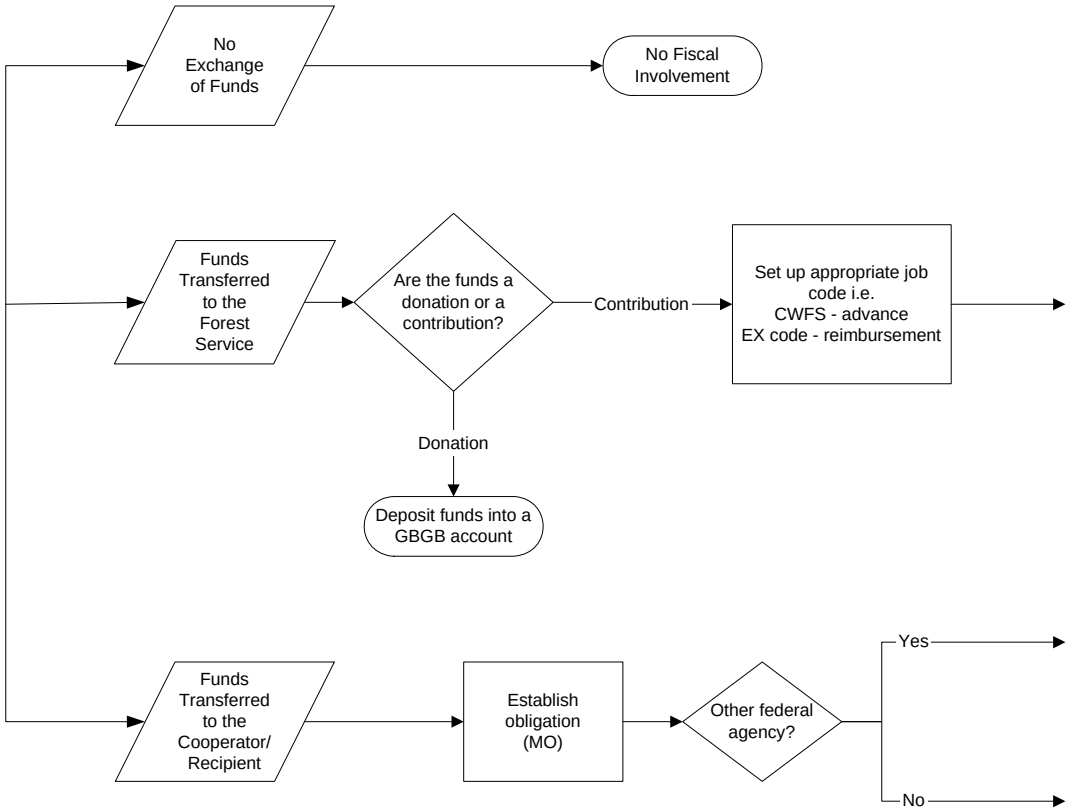
Grants & Agreement Process Map

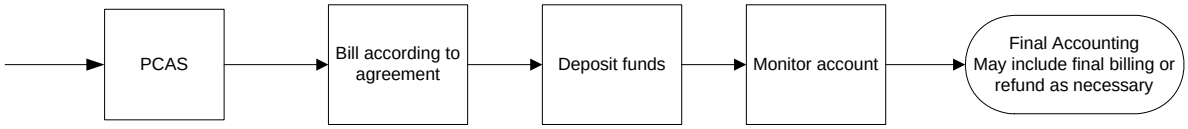


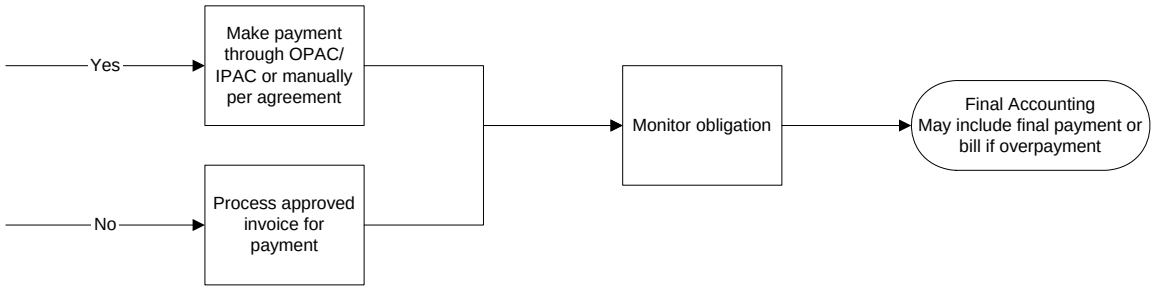

Administration
Activities described in FSM 1580.4 include:
• Ensure designation of a program official
• Establish official file
• Distribute copies
• Maintain Infra database
• Monitor performance
• Ensure completion and review of required reports
• Coordinate with fiscal as necessary (see accompanying chart)
• Determine if corrective action is needed.
• Ensure any modifications are completed prior to expiration
Select and notify applicants
Finalize application package as necessary
G&A Specialist recommends approval and assigns a number
Execution or award
Administration (see discussion)
Closeout see FSH 1509.11


Elements of a Partnership
• A written agreement between the parties.
• Mutual interest in, mutual benefits from, or mutually desired goals of a common objective related to the mission of the agency.
• Appropriate legal authority.
• Voluntary participation.
• Consistency with agency plans, policies, and priorities.
• Evident public benefit.
• A realistic timeframe with sufficient lead time to acquire funding, materials, and necessary approval

Fiscal Grant & Agreement Activities




PCAS
Bill according to agreement
Deposit funds
Monitor account
Final Accounting
May include final billing or refund as necessary


Yes
Make payment through OPAC/ IPAC or manually per agreement
No
Process approved invoice for payment
Monitor obligation
Final Accounting
May include final payment or bill if overpayment

AGREEMENT ADMINISTRATION

ppt

PURPOSE OF ADMINISTRATION

The purpose of administration is to check for compliance with the terms, conditions, and goals/objectives of the Agreement. There are a variety of tools available to accomplish this, but the most commonly used are:

- Telephone interviews
- Site visits
- Careful review of all requests for advances/reimbursement
- Requesting support documentation
- Scheduled progress reports (mile posts)

Any combination of the above will help you identify and react to potential problems before they get totally out of hand. Also, this process will ensure that the project/program is kept on schedule and in keeping with the original intent of the Agreement. Simply stated, we, as Program Managers must use sound management practices to ensure that program objectives are met.

Our Partners have a similar responsibility in guaranteeing a successful result in any partnership. They are expected to perform in a timely fashion, with adequate resources, and with complete adherence with the terms and conditions of the Agreement.

Because of the uniqueness of these "partnerships" we do not have to perform the same level of administration as might be expected for a contract awarded under the Federal Acquisition Regulations. However, if it becomes apparent that a specific agreement is going off track we will need to increase our oversight responsibilities in direct proportion to ensure that public dollars are not wasted or abused. Triggers that might show problems include:

- Slow progress
- Work being performed outside the scope of the Agreement
- Noncompliance with terms and conditions of the Agreement
- Questionable requests for payments
- Waste (careless or inefficient use of funds)

Administration occurs on a continuing basis for the entire length of the specific Agreement. Obviously, a large part of administration responsibility is the attendant documentation of findings that must be kept in the official Agreement's file. There is no standard format required. As a minimum a file could be expected to contain:

- Telephone logs summarizing discussions
- Any correspondence
- Results of site visits
- Documentation for payments
- Close out activities

RESOLVING PROBLEMS

Remembering these are partnerships where we are both working towards a common objective/goal, the last thing we want is to terminate an Agreement. Everyone loses in that case. What we do want to do is resolve whatever problems are occurring. Once a problem has been identified it is the Program Manager's responsibility to notify the Agreements Coordinator of the problem so they can discuss possible solutions. The next step is for the Program Manager to contact the partner to discuss alternatives. Once agreed upon, either the Agreement must be modified to reflect the new understanding, or if no changes are made to the body of the Agreement, then a letter has to be sent to the partner confirming the agreement reached. If all this happens and the problem(s) still persist then stronger action may be required. If we do end up in a dispute, DOCUMENTATION is going to be essential.

Sometimes a Program Manager is so intensely involved in a project that it is difficult to see problems that may be immediately apparent to another person. Therefore it is extremely important to stay objective. You may want to consider encouraging your Agreements Coordinator to accompany you on site visits, or involve others in reviewing progress reports and the like.

FINANCIAL ISSUES

In the Agreements arena we are much less formal than under Federal Assistance or Contracts regarding what we will accept for documentation for payment. However, we still have the same level of fiscal responsibility and accountability as we would for any other activity that entails the expending of Federal dollars or efforts. We cannot pay off of invoices that are incomplete, incorrect or unsupported. We have mandatory language that requires our Partners to provide not only an invoice for what they feel is owed them, but also included on that invoice they must show what their actual TOTAL expenditures were for that same performance period. This is not optional on either party's part. If we cannot get that information then absolutely no payments should be made. Although we have not made its use a requirement there is the SF-270, Request for Advance or Reimbursement, that when completed properly, gives that information on an accrual basis that makes it very easy to track the financial progress of the project.

File Code: 1580

Date:

Subject: Designation of Signatory Official's Representative, Agreement No. 03-CS-11032011-015

To: Bill Jones

In accordance with FSM 1580.41(4) this is your designation to administer the subject agreement. Your major duties and responsibilities are contained in FSM 1580.43 and 1580.71. You are delegated full authority for the following actions:

1. Ensure that performance is monitored and fully accomplished.
2. Coordinate modifications with the G&A Specialist prior to the incurrence of additional costs or expiration date of the agreement.
3. Document activities and furnish copies for inclusion in the official file.
4. Ensure that the cooperator is fully informed of all required financial and performance reports.
5. Ensure that financial and/or operating plans are revised, reviewed, and approved prior to commencement of work.
6. Ensure invoices are complete and correct prior to submission for payment.
7. Assist the G&A Specialist in closing out the agreement.
8. Keep me and the G&A Specialist informed of potential problems.

If you have any questions regarding this delegation please contact me at (925) 867-4141.

VIVIAN GOMEZ
Forest Supervisor,
Smokey Bear National Forest

Cc: Cooperator
G&A Specialist
Fiscal Management

ppt

COMMON PROBLEMS

The following are some areas that consistently show up as "problems" in the partnership arena. This list is not all inclusive:

- Mutual benefit not established
- Agreement narrative did not spell out parties' responsibilities specifically enough.
- Agreement narrative did not match up with Financial Plan.
- Financial Plans over/under-stated.
- Agreement administration weak.
- Payment made off incorrect or incomplete invoices.
- Agreements outside the scope of current authorities.
- Setting up partnerships to accomplish something indirectly that we are prohibited from doing directly.
- Circumvention of procurement and fiscal regulations.
- Extending agreements after the performance period had expired.
- Agreements not being closed out when completed.
- Credit given for "match" when it was accomplished prior to the start of the performance period.
- Reimbursement against non-reimbursable items. Payment advances not in compliance with Cash Management Act.
- No upfront coordination with Agreements Coordinator.
- Partners not documenting their contributions; e.g., volunteer hours.

PARTNERSHIP PROCUREMENT GUIDELINES

ppt

FSM 1587

The following are general guidelines in determining when our cooperators can arrange the actual procurement of goods and/or services. Please check with your Grants & Agreements Coordinator prior to making any commitments to our potential cooperators in regard to proper procurement processing within an agreement.

FUNDING ISSUES

ppt

If the cooperator is paying 100% of the cost of a purchase of some item as their contribution to the partnership, then none of our Federal acquisition regulations apply. Ensure the cooperator's contracts are awarded on a competitive basis.

ppt

If there is shared financing between the cooperator and the Forest Service, there are t possible scenarios: (1) if the FS is putting in the majority of the dollars, i.e., 50% or more of the cost of the item or service to be purchased, then that procurement will have to follow Federal procurement regulations and the FS will have to perform as the contracting agent; (2) if the cooperator is putting in the majority of the dollars, greater than 50%, then that entity may be allowed to act as the contracting agent. However, there are several tests that have to be met, including but not limited to the following:

- Federal labor laws (Davis/Bacon and Service Contract Act) have to be included in any subsequent contract. The exception to this would be if the cooperator is another public agency and they are going to accomplish the work by using force account labor.
- The cooperator has to have an existing procurement process that allows for maximum competition.
- Cooperator should have written policies that prohibit conflicts of interest and establish procurement ethic standards.
- Is the cooperator-arranged procurement more effective or efficient than the Federal procurement process?
- Is the cooperator-arranged procurement likely to draw criticism from local vendors or contractors?
- Has the Forest Service done the majority of the preparatory work and we are allowing cooperator to accomplish the third party contract as a means to circumvent Federal regulation or policy.

THINGS TO CONSIDER

When using Pub L 102-154, Challenge Cost Share, we can only reimburse against actual expenditures. For example: The cooperator would have to award a contract then have actual expenditures made against that contract before the Forest Service could reimburse for our agreed to share of that cost. Simply stated, the cooperator would have to pay their bill(s), and then invoice us for whatever reimbursement level had been agreed to. We do not have the authority under CCS to advance funds.

PARTNERSHIP PUBLICATIONS

ppt

FSM 1580 AND FSH 1509.11
FSM 1630 AND FSH 1609.11
Federal Acquisitions Regulations
Federal Printing Regulations

ppt

SHOULD PARTNERSHIP PUBLICATIONS BE DISCOURAGED?

ppt

No. In fact we should be looking for opportunities to "partner" with others in this arena when certain tests are met. It's true that Federal publications are highly regulated. However, we can usually find a lawful way to accomplish our best partnership publication ideas.

WHAT KINDS OF QUESTIONS SHOULD BE ASKED PRIOR TO ENTERING INTO A PUBLICATION PARTNERSHIP?

ppt

- Name and extent of the contribution of the cooperator
- Whose publication will it be? The cooperator's or the Forest Service?
- Does the cooperator want a copyright?
- What authority will we cite to enter into the partnership?
- How does the FS benefit?
- Will the product be sold?
- Will the FS name and shield appear on the product?
- Who/how do you propose to print the product?
- Does the cooperator have in-house production capability?
- What is the purpose of the publication?

IF THERE ARE FEDERAL DOLLARS SPENT ON THE PUBLICATION, DOES IT HAVE TO BE PRINTED THROUGH THE GOVERNMENT PRINTING OFFICE (GPO)?

ppt

It depends on what type of agreement is being used.

Under P.L. 94-148, Participating Agreements, the following criteria applies:

- Determine ownership. If any partner contributes 50% or more of the total value of the publication, they own it.
- If the FS owns the publication, it must be printed at GPO
- If the cooperator owns the publication, then:
    1. If total cost of printing is paid by FS, printing will be done by GPO.
    2. If total cost of printing is paid by cooperator, cooperator can have printed.
    3. If 50% or more of printing is paid by cooperator, cooperator can have printed.
    4. If FS pays 50% or more of printing, it needs to be printed at GPO.

Under the Interior and Related Agencies Appropriations Act of 1992, Challenge Cost Share Agreements, the following criteria applies:

1. This authority does not preclude the applicability of GPO when federal dollars are used for printing, regardless of whether the printing is accomplished by the cooperator by contract or in-house.

Note: Current regulations regarding the use of GPO are under revision. Check with your Acquisition and Printing Specialists for the latest rules regarding the use o GPO. (11/02) ppt

WHAT KIND OF INTERNAL "PUBLICATION APPROVAL" IS NEEDED?

If it is the cooperator's publication then no approvals are necessary. At a minimum you should always plan to accomplish an advance management review of the cooperator's publication, to assure that the contents of the publication do not conflict with Forest Service policy or contain statements that might embarrass the Agency.

If the product is going to be a Forest Service publication then standard reviews and approvals will have to be met. All national publications must have Departmental approval.

CAN A COOPERATOR SELL THE PUBLICATION?

ppt

Yes. If the Forest Service contributes financing toward a cooperative publication, to be marketed by the cooperator, your agreement should address the cooperator's plan for marketing and sale price. Since tax payer dollars are going into the publication to begin with, it is not reasonable to expect the public to pay twice for something, i.e. once with their tax dollar and a second time for the purchase of the publication. Therefore, the sales price should reflect the contribution made by the Federal Government.

CAN A COOPERATOR COPYRIGHT THE PUBLICATION?

ppt

Yes. Cooperative publication agreements may permit the cooperator to copyright items developed in the course of the work. In such cases the agreement should include a provision stating, "The Forest Service reserves royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes."

A cooperator may not copyright an article, publication, photograph, artwork, etc., accomplished by a Federal employee on official time.

CAN THE FOREST SERVICE SELL THE PUBLICATION? ppt

No. Forest Service authority to sell publications is limited to certain kinds of maps.

CAN WE SELL OR DONATE PUBLICATIONS TO FOREST SERVICE INTERPRETIVE ASSOCIATIONS? ppt

It's okay to:

- Sell recreation maps to an Interpretive Association

APPENDIX I: CASE STUDIES

USDA Forest Service
G&A Training Session

1. Temporary Detail

BLM advertised a temporary position, NTE 12 months, for a computer specialist. Sally, a permanent Forest Service employee, applied to the advertisement since the position is in a town she needs to relocate to and she sees this as an opportunity to get her foot in the door. Sally's boss comes to you, the local G&A specialist, and asks what needs to be done to detail Sally to BLM since she was selected to the temporary position. What do you tell him?

2. Trail Reconstruction

The project entails reconstruction of approximately 10 miles of existing dirt bike/ATV trail on NFS land. Funding is coming to the Forest Service from Colorado State Parks through their trails grant program. Water bars and ditches need to be rebuilt and existing culverts need replacing. Funds will be used to construct an OHV unloading/loading ramp at 2 trailheads. Funds will also be used to purchase 2 ATV trailers. The FS and a cooperator will perform the work together. The intent is for the cooperator to own the trailers and use them on this project and future cooperative trails project with the FS. The project manager knows that probably some paperwork needs to be done before the project starts. Contracting said it wasn't their area and sent him to you, the G&A specialist. How do you advise him?

3. River Rafters

The FS District Ranger has issued a special use permit to a river outfitter. The outfitter is paying the FS to monitor the river permits and the general public traffic at the boat launch ramps. Although the work itself is the responsibility of the outfitter, it benefits the FS, the outfitter and the general public. B&F sends the Ranger to you since they can't collect money from the outfitter without some sort of documentation. As the Forest G&A specialist, what do you tell the Ranger?

4. Natural Resource Careers

The Director of Civil Rights wants to bring the Forest Service and certain universities together to coordinate program opportunities for minority populations to foster interest in natural resource related careers through the Student Career Experience Program. He would like to formalize this effort in writing. Would some sort of agreement serve his purpose?

5. Intermittent Help

The Rocky Mountain Research Station has hired a temporary clerk to help out with various administrative tasks for the Station. The RO has a need to utilize these services for editing and proofreading documents for an important project that's being done in Ft. Collins. However, they just need the services for maybe 1-2 hours a week over the next 6 months as documents are developed. What's the best way to handle this?

6. What Is Mandatory?

As the G&A specialist, you're reviewing a proposed agreement for stabilization of mine bench outslopes by establishing vegetation on the outslopes. The project also includes construction of sediment barriers at the toe of the slopes to lessen the impact of the water draining into receiving streams. The template used is challenge cost share and the FS contribution is to provide funding to the cooperator, State Department of Natural Resources, for reimbursement of salary and construction contract costs. The Davis-Bacon clause has been left out of the agreement. When you ask the program person why, she explains the State didn't want the clause in the agreement. What do you tell her?

7. Prescribed Fire

The FS District Office is planning a prescribed burn on NFS and private land for hazardous fuels reduction, wildlife habitat improvement and range betterment. The Ranger talked to the private landowner and they've agreed that the FS will do the entire burn. What authority does the Forest Service have to do this type of work off NFS land? Do we need an agreement? If so, what would it be?

9. A Conflict of Interest?

You are routinely reviewing a challenge cost share agreement recently executed on the Blue River National Forest. The agreement is with "Fish Unlimited", a non-profit organization. The organization proposes to help build fish habitat structures in the Blue River. You conclude that the Forest did a good job on the agreement. Except, the name and signature displayed for the President of the organization catches your attention, "Joseph Jones." You wonder, could it be the same "Joseph Jones" who is mentioned in the agreement as the Forest Service project coordinator?

You phone the Forest Administrative Officer. Yep, they are one and the same. Joseph, a longtime member of the organization was recently elected to serve as President of their volunteer Board of Directors. The AO quickly suggests that having Joseph on organization's board of directors is a real benefit to the Forest Service. As the G&A specialist, what's your response?

Case Studies Answers

USDA Forest Service

G&A Training Session

1. **Temporary Detail**. Interagency Agreement under the Economy Act if all requirements can be met.

2. **Trail Reconstruction**. CCS w/collection authority (1914) between all 3 parties if possible. May have to do collection between FS/State + CCS between FS and other cooperator. If FS buys the trailers, FS has to own them. This scenario is really dependent on what kind of arrangement we can set up with the state.

3. **River Rafters**. Collection under G-T.

4. **Natural Resource Careers**. MOU.

5. **Intermittent Help**. In-service authorization charging to an override.

6. **What is mandatory**? Partnership procurement issue. Davis Bacon clause is mandatory in the agreement. Can't take it out just because the partner doesn't want to comply. Apply the 50% rule to determine who awards the contract and what Fed requirements apply.

7. **Prescribed Fire**. Wyden amendment agreement, other agreement format.

8. **Conflict of interest.** If the G&A specialist had reviewed and approved before signature it wouldn't have been signed due to the conflict of interest. Need to terminate agreement.

APPENDIX II: AGREEMENT ACRONYMS AND NUMBERING SYSTEM

Legend

CA	Cooperative Agreement
CO	Collection Agreement
CR	Cost-Reimbursement Agreement
CS	Challenge Cost-Share
DG	Domestic Grant
FI	Fire Agreement
IA	Inter/Intra-agency Agreement
IC	International Cooperative Agreement
IG	International Grant
JV	Joint Venture Agreement
LE	Law Enforcement Agreement
LI	Letter of Intent
MU	Memoranda of Understanding
PA	Participating Agreement
RD	Cooperative Research and Development Agreement
RO	Road Agreement
RU	Master Regional, Station, Area-Wide Memoranda of Understanding
SI	Master Service-wide Letter of Intent
SU	Master Service-wide Memoranda of Understanding

Standardized Agreements Numbering System

Example of an Agreement number: 02-IA-11020700-012

02	Fiscal Year – 2 character numeric code
IA	Agreement type – 2 character alpha code
11	2 character alphanumeric code that NFC uses (11 – Forest Service)
02	2-character alphanumeric code assigned for organizational unit, level 1/ Region
07	2-character alphanumeric code assigned for organizational level 2/Forest
00	2-character alphanumeric code assigned for organizational level 3/District
012	3-character number at assigning unit. When number is larger than 999, use an A00 for 1000, B01 for 1101, etc.

APPENDIX III: NATIONAL BURDEN RATE APPLICATION (OVERHEAD ASSESSMENTS)

ppt

There is a service-wide standard Burden Rate for National Forest Systems (NFS) established for all activities where the agency collects funds and provides services for another party. Stations and Areas have non-standard rates, but they are also established on an annual basis. While the intent is always to attain full cost recovery, there are exceptions, or exemptions, from assessing this rate to cooperators.

Burden rates are only assessed against:

(1) the Forest Service Unit's costs; not total cost of the agreement, and
(2) funds collected and retained by the Unit to support "force account' work.

This question continues to come up; if the Forest Service people working on a particular agreement are already fully funded then why do we need to assess our partners an overhead (Burden) rate? Without going through a bunch of spreadsheet calculations, lengthy discourses, etc, the simplest way to illustrate the principle is by example. If a Forest needs $500,000 allocated to cover all their administrative costs and based on historical data, they anticipate they will collect $75,000 through burden rate assessments, then they budget $425,000 and put in a "place holder" for the anticipated collections (revenue, for lack of a better term). If the full $75,000 doesn't get collected then the budget folks will go back to the programs to make up the shortfall. If we collect more than the $75,000 then excess funds will go back to the programs as carry over for the next fiscal year. Simply stated, units are not fully funded unless anticipated revenue is collected.

Authority	Agreement Title	Burden Rate Applicability	Citation
Pub L 102-154	Challenge Cost Share	Can be FS Unit contribution	FSM 1587.12a 1
16 USC 565a1-a3	Participating Agreement	Can be FS Unit contribution	FSM 1587.11a 1
31 USC 1535	Interagency Agreement	Burden rate assessed	31 USC 1535, Section 601
31 USC 6501-6508	Intergovernmental Agreement	Burden rate assessed	FSM 1584.15a
16 USC 498	Cooperative Funds Act 0f June 30, 1914, Collection Authority	Burden rate may be waived	FSM 1584.11a
7 USC 2269	Gifts Act	Burden rate may be waived	
Pub L 105-277	Wyden Amendment (Watershed Enhancement)	Can be FS Unit contribution	FSM 1587.15a 1
16 USC 572	Granger Thye Collection Authority	Burden rate assessed	FSM 1584.12a

Burden, more generally known as indirect cost, is a legitimate cost of doing business. As stated above we should always strive to collect the full amount allowable. By law, for example 31 USC 1535 specifically states that all costs shall be recovered; direct and indirect[1]. 31 USC 6501-6508 has similar language, as does 16 USC 572. The similarity in all these is that we are providing a service to another party. Mutually of benefit is not a consideration.

[1] There are a couple operational exceptions; e.g., Service-wide agreement with BLM on service first projects.

Coop Funds of June 30, 1914. 16 USC 498, Coop Funds Act, does not mandate that "total cost" be recovered. That gives us some latitude. Simply stated, if you collect funds under this authority none of those funds are required to be used to cover Burden. If the Forest Service chooses to waive the overhead assessment, then these costs must be made up through appropriated project funds as described in FSM 1584.11a (6).

Here are a couple examples that, hopefully, will illustrate this point:

Example 1. A wildlife biologist has applied for a $100,000 grant for a wildlife survey. The grantor states that no awarded funds can be used to cover the grantee's indirect costs. If (1) the wildlife biologist is successful in getting the grant, (2) it's anticipated that the full amount will be used to hire seasonal employees, and (3) the prescribed burden rate is 18%, then the benefiting activity will have to cough up $18,000 out of other funds to cover overhead.

Example 2. Using the same $100,000 grant, let's say that $80,000 of the awarded funds is going to a third party contract, and the other $20,000 to remain with the Forest Service Unit to support Force Account activities. In this case only the $20,000 would be assessed the 18% burden ($3,600).

Example 3. Again, using the same scenario except now stating the grantor is silent on availability of funds for indirect costs, the wildlife biologist hopefully was well enough informed that when (s)he applied for the grant that (s)he included the Unit's indirect costs in the application for funds. This is the ideal that we are all shooting for; total cost recovery.

Example 4. A Forest Service unit applies for grant monies each year from the State for Off Highway Vehicle programs. The State dictates that only 10% of awarded funds can be used to cover indirect costs. If a Forest determines they want to apply for a grant with this limitation they are doing so with the full understanding that it will have to make up the shortfall between the 10% State limitation and 18% mandated Burden rate.

General principle: when a Forest Service Unit applies for a grant and the proposal is accepted the only way the Forest Service can retrieve the funds is through a collection authority; on the NFS side that is principally 16 USC 498, Coop Funds Act. We want to be clear that we do not force the grantor to endure a full blown collection agreement. Rather, a Bill for Collection citing the Collection authority is the fiscal tool used to collect the funds. The grant is actually accepted by letter, again citing the correct Collection authority, and of course, our appreciation for the funding opportunity. *ASIDE: there may terms and conditions in the grantor's package that the Forest Service cannot legally agreed to; e.g., holding them harmless, disputes settled in state courts as opposed to the Federal dispute process and the like. These all must be negotiated out of the grant documents prior to accepting a grant.*

Cost Share and Participating Agreements. A more common occurrence where Burden comes into play is when we enter into cost share arrangements with other entities. In these cases there does have to be a mutually of interest and benefits. The two most popular authorities that exemplify these arrangements are Challenge Cost Share (CS) and Participating agreements (PA). Whether or not there are funds being collected by the Forest Service the determination can be made that a part of the Forest Service' contribution to the partnership is the Burden rate. This cost must be displayed so that all parties have a full picture of the total cost of the specific activities anticipated under the agreement. If we are collecting money under a CS then a collection authority must be cited along with the parent authority. Again, because of the mutually of benefit and interest no assessment has to be made against the collected funds; the Forest Service Unit benefiting activity

can make that part of it's contribution to the partnership. The principles described in the examples shown above under Coop Funds are equally applicable here.

Deviations from the national Burden rate policy should be the exception rather than the rule. Understanding how cost pool allocations are determined is mind numbing. Factors like costs associated with actions going through NFC, estimating the number of hands that touch an agreement during the initiation, implementation, administration and closeout, facility rental/ownership costs, equipment, supplies, utilities, etc. are all taken into account to establish the Burden rate. This is not something that can be easily translated into a formula where a Forest or District could come up with its' own rate. Simply stated, there may be costs associated with Burden that you don't like, don't agree with, or may even feel that you are paying for something where you are not getting the service you desire. Unless you can quantify what makes your particular action exempt from the national standard burden rate you are going to have to live with it.

Collection Agreement Overhead Rate Determination

Administrative Overhead (Indirect Cost Pools 1, 3, 4, and 5)

Initial Agreement Preparation and Set up = 8 hours (example)

Account Maintenance

1 hour/mo x 3 mo. (length of agreement) = 3 hours (example)

Total: 11 hours = 1.38 days
Indirect Cost Pools 1, 3. 4 and 5 = $68.54/day X 1.38 days = $94.59

Project Overhead

Cost Pool 5 direct overhead (rent, utilities, etc.)

1 person for 15 days X $26.42/day = $396.30

Total Overhead Needed: $94.59 (Admin O/H) + $396.30 (Project O/H) = $490.89

FS contribution to Agreement (NOT agreement total) = $3,957.

$490.89 divided by $3,957 = 12.4%.

A case may now be made for this specific Agreement that 12.4% overhead charge (Burden) is the appropriate rate rather than the established National Burden Rate.

Going through this process to avoid the National Burden Rate can be exhausting and there is no guarantee that either the Line Officer, or Fiscal Management will buy off on the lesser rate. Before you start down this road please be sure that everyone is on board with the direction you're going.

NATIONAL PARTNERSHIP TASKFORCE (11/02)

COOPERATOR'S USE OF GOVERNMENT OWNED VEHICLES

There may be occasions where the Forest Service could provide vehicles as part of their contribution to a partnership for use by the other party. The decision to do so must not be made lightly. There are liability considerations that have to be taken into account. Having said that, current policy at FSM 1580.31 allows for this use as long as all the following conditions exist:

1. The FS and other party have executed a statutorily authorized written agreement in which the use of a Government Owned Vehicle is specified as part of the FS contributions; and

2. The Government Owned Vehicle will be used for official FS use only and in accordance with the terms of the agreement; and

3. Only properly licensed and qualified drivers will operate the vehicles; and

4. Drivers will have completed a defensive driving course within the last 3 years; and

5. Drivers will have received and read a copy of the Driver Operating Guide, EM-7130-2; and

6. The cooperator provides proof of and maintains comprehensive liability insurance. The cooperator shall carry policies of not less than $250,000 per occurrence for bodily injury and property damage.

Although liability insurance lessens the risk to the Forest Service, it does not eliminate it. The line officer must decide if the level of risk to his or her unit is an acceptable one and proceed accordingly. If the risk out weighs the benefit then other arrangements should be made for vehicle use. If the risk is manageable, but the activity itself involves, for example, transporting large number of people in a Government owned van or bus, then requiring a higher level of liability insurance may be prudent.

REIMBURSEMENT OF COOPERATOR'S TRAVEL EXPENSES

The single over-arching principle to the Forest Service paying for a cooperator's travel expenses is that there has to be a direct benefit to us. To show that direct benefit the following issues have to be addressed:

1. Purpose of the trip as it relates to FS programs
2. Proposed itinerary, including mode(s) of transportation
3. Direct benefit or service to be rendered to the FS.
4. Identify the means that will officially document the benefit or service; e.g., written report, oral presentation, etc.
5. With whom the non-Government personnel interacts to accomplish the service or benefit rendered.
6. Whether the purpose of the meeting is inter-Agency in scope.
7. Total cost to the Government; e.g., per diem, transportation, and incidental expenses.

If all these issues are addressed in a justification statement then the FS may pay for travel expenses. Non-group (individual) travel authorizations can be approved at the local (e.g. Forest) level by the fiscal officer. The actual travel document is the AD 202. Please note that it is not necessary to enter into a separate agreement (other than the AD 202) with the individual(s) just so we can pay for their travel.

For example, if there is a national rural community coordinator meeting being held in another state and a local FS unit wants the Executive Director of a community based organization to attend to take part in group discussions and capture innovative ideas generated by other communities in attendance, then the seven points shown above would have to be addressed and, if appropriate the fiscal officer can initiate the AD 202. There would be no reason to enter into a new agreement to specifically cover this trip.

It's also important to note that the FS does not have to sign these individuals up as Forest Volunteers. Please remember that Forest Volunteers are considered the same as Federal employees for the purposes of tort claim liability. For example, the Executive Director example described above does not lend itself to entering into a Forest Volunteer agreement. However, if the activity is such that the individual should be signed up as a Forest Volunteer then that would be the appropriate vehicle to use. An example of this might be where we want to send an individual who is going to be a docent at a FS Visitor Information Center to a customer service training session.

A case can also be made for contracting for the service the individual is going to provide, have them make their own travel arrangements then we would reimburse against those expenditures as part of the contract. They may not be able to take advantage of the Federal government rates, but the administrative time (and therefore cost) may be less to process this action. *Aside: procurements less than $2500 do not have to done competitively so there may be some flexibility available using this method.*

OPEN-ENDED (MULTI-YEAR) AGREEMENTS

We have authority to enter into agreements for up to five years at a time with the option to extend beyond that for an additional period(s). An open-ended agreement can be used in those cases where the work is ongoing, yet the Forest Service only has funding appropriated a year (or some other period) at a time. The agreement will spell out the general understanding between the parties and require an annual operating plan (AOP) for each of the years that funding is available. The AOP (incorporated by a modification to the agreement) will be the obligating vehicle and include project specific responsibilities and financial plan information. AOP's do not duplicate any language in the parent agreement, other than to update billing and funding information.

Although open-ended agreements allow funds to be obligated as they are available and approved for use, care must be used in ensuring that the need for the funding exists in the same year in which the funds are obligated. This is not to say that all the funds have to be spent within the year they are obligated; once the funds are obligated they are available until expended throughout the life of the agreement. (An exception to this would be for those funds that are available only for a specific period of time as specified when they are appropriated by Congress.) The bottom line is that once funds are obligated they can cross fiscal years as long as work has started in the same fiscal year as the agreement was executed.

CONTRACTING WITH NON PROFITS AND COMMUNITY BASED ORGANIZATIONS

There are opportunities to contract with non profits and community based organizations, but those opportunities are limited; not by FS policy, but rather by Government wide procurement regulations. Not to over-simplify, but if we are attempting to build the capacity of these organizations rather than procuring goods or services then Federal contracting may not be the correct tool. Capacity building can be done through separate and distinct programs like the S&PF Rural Economic Development, and/or Fire Management's National Fire Plan. Other opportunities may be available depending on project type, mutual benefits and interest, resource sharing and the like, under Cost Share arrangements and Wyden. It is essential prior to making commitments to potential partners that you tie in with your local AQM personnel; either in contracting or Grants & Agreements.

As a general rule, the Forest Service sets aside the majority of their solicitations for goods and services for Small Businesses. By definition, non profits and community based organizations are not small business concerns; they are considered the same as a large business (regardless of size) and would be treated the same as Institutions of Higher Learning, large corporations, and the like. Before we can solicit for goods or services from other than small business a determination has to be made that whatever it is we need cannot be supplied by small business. This not a determination that a non-profit or community based organization or large business can do a better job; it's determination that there are no small businesses that can provide the service or supply.

So, how do we contract with non-profits and community based organizations? First, both entities have to have official sanction; e.g., 501 (c)(3) status. If they are loosely formed (no official structure) then it may be impossible to contract with them as an organization since we wouldn't know who would have the authority to bind the "group" to a contract. The following briefly describe possibilities:

- Micro-purchasing. Any procurement less than $2,500 is not subject to the small business set-aside. Therefore you can award directly to a non-profit or community based organization. No competition is required. You cannot split up your requirement into a series of small tasks for the sole purpose of staying below the $2,500 threshold.

- Simplified Acquisition less than $25,000. If the Contracting Officer can make a case that there are no small businesses that offer a particular good or service then quotes can be taken from non-profits and/or community based organizations. Competition can be limited to three (3) offerors. Competition can be kept local.

- Simplified Acquisition over $25,000 but under $100,000. Again, if the determination is made that a Small Business set aside can't be made then competition is open to everyone. An announcement will have to be made in FedBizOps.

- Sole Source determinations. If a sole source determination can be made then we can contract directly with the identified non-profit or community based organization. As stated above, this determination is made by the Contracting Officer and is based on unique characteristics that an entity brings to a project that no one else possesses.

- GSA Schedule. There are several GSA schedules for consulting type services that non-profits or community based organizations might qualify for. A specific GSA schedule that may lend itself for these type organizations is Federal Supply Schedule 874, Management, organizational and business improvement services.

- Under the National Fire Plan legislation there is an exemption to the Small Business Act and Federal Acquisition Streamlining Act (FASA) which makes it easier to contact with local non-profit entities as well as others. This legislation does not give us authority to "sole source" contract with non-profits but does allow them some contracting opportunities previously not readily available. This exemption is limited to Title II funded project.

An important role these type organizations can play in their local communities may be assisting local small businesses identify FS projects that match with their skills. In conjunction with the FS they could co-host workshops targeting local opportunities like long range stewardship contracts, or more traditional near term projects like thinning, planting, monitoring and surveying, etc. and how best to market themselves.

CONTRACTING WITH TRIBAL ENTITIES

There is a full menu of choices available to work with both Tribal Governments and Native American Contractors. There are opportunities and limitations on all these tools so please coordinate early and often with your local AQM personnel.

The following discussion is limited to contracting with Tribal entities. Awards under Federal Assistance

CONTRACTING WITH NATIVE AMERICAN
FOR- PROFIT COMPANIES

Native American for-profit organizations have the same access to Federal contracts as any other entity. The following are some areas where there may be some flexibility in setting aside projects for tribal for-profit companies.

1. Micropurchasing is the same as (1) above.

2. Simplified Acquisitions under $25,000 generally need only three (3) quotes. You can request that Native American firm(s) that are SBA certified as Small Business be solicited for at least one of those. Additionally, unless the project needs a lot of definition, award can be made on oral quotes.

3. Small Business set-asides. Generally, the Forest Service sets aside most of their procurements aside for SBA certified small businesses. Additionally, per AGAR 37, if an entity is certified and is part of PRONET there are ways to further target the competition to specific areas. This would enhance contracting opportunities for Native American companies. Source for more information: http://pro-net.sba.gov/pro-net/search.html

4. SBA HUBZone set-asides. If a contractor is SBA certified in this program, then there are opportunities for limiting the competition to smaller geographical areas. Federally recognized Indian reservations are considered HUBZone. Source for additional information is http://www.sba.gov/hubzone/internet/

5. SBA 8(a) program. If a contractor is part of this SBA program then any Federal Agency can set aside procurements for this program. Up to the $3MM threshold sole source contracts can be awarded. Source for additional information is http://www.sba.gov/8abd/

6. USDA "Bringing Rural America Venture Opportunities (BRAVO) program. This is a specific USDA program that is designed to advance the economic prosperity of entire rural communities, through helping tribal and other rural small businesses build competitive enterprises. To qualify for this program the contractor has to be SBA 8(a) certified. Source for additional information is http://www.usda.gov/da/smallbus/bravofact.htm

7. GSA Federal Supply Schedules. Once awarded a GSA contract, competition can be limited to only those companies that have specific qualifications that match with a Federal agency's needs. Most of the Schedules are open so you can apply at any time. One specific Schedule that the FS may use more frequently than others is Schedule 899, Environmental Services. For additional information contact mashelpdesk@gsa.gov

8. Indian Incentive Program. This program provides an incentive to prime contractors that use Indian organizations and Indian Owned Economic Enterprises as subcontractors. This clause can be made part of any contract if the Contracting Officer determines that there are subcontracting opportunities for Indian owned companies.

9. Sole Source contracting. Same as 2 above in Contracting with Tribal governments. Please note that any sole source anticipated to exceed $25,000 needs to be announced in FedBizOps.

The Agency needs to strengthen its working relationships with tribes throughout Forest Service operations and programs. Aggressively pursuing contracting opportunities with tribal entities clearly is one way to foster professional relationship(s) while at the same time developing contracting capacity in rural areas.

APPENDIX IV: REFERENCES AND WEBSITES

Manual & Handbook Sections

ppt

FSM 1580 – Grants and Agreements
FSH 1509.11 – Grants and Agreements Handbook

Other Reference Resources

Principle Laws of the Forest Service
Federal Appropriations Law (GAO Red Book)
Forest Service Partnership Guide

WO Grants & Agreements Intranet Website – http://fsweb.wo.fs.fed.us/aqm/ganda/

Partnership Resource Center Website – http://www.partnershipresourcecenter.org

Worldwide Web Access to Provisions – http://www.fs.fed.us/business/