

# Grants and Agreements



**Desk Reference**

# TABLE OF CONTENTS

## SECTION I – PRE-AWARD PROCEDURES for GRANTS AND COOPERATIVE AGREEMENTS

	Page Number
Notification Letters.....	1

## SECTION II – AWARD PROCEDURES FOR GRANTS AND COOPERATIVE AGREEMENTS

Award Process.....	2
Review of Application for Federal Assistance (SF-424).....	3
Review of Budget Information Sheet (SF-424A).....	6
Certificates and Assurances (with copies attached).....	8
Narrative Review Process.....	9

## SECTION III – POST AWARD PROCEDURES FOR GRANTS AND COOPERATIVE AGREEMENTS

Reporting Requirements.....	10
Closeout Procedures.....	14

## SECTION IV – IWEB PROCEDURES FOR GRANTS AND AGREEMENTS

Overview.....	17
Awarding New Grants and Cooperative Agreements .....	18
Modifying an Existing Grant or Cooperative Agreement to Increase Funds.....	22
Deobligating Funds .....	26
Processing No-Cost Modifications .....	29
Closeout Procedures .....	31

## SECTION V – PROCEDURES FOR PROCESSING OTHER AGREEMENTS

Memorandum of Understanding .....	32
Interagency Agreements.....	37
Intra-Agency Agreements.....	43
Collection Agreements.....	48
Challenge Cost Share Agreements.....	56
Exempted Agreements (Law Enforcement and Fire Incident).....	63

# TABLE OF CONTENTS

## SECTION VI – ADMINISTRATIVE SUPPORT PROCEDURES

Distribution of Incoming Mail and Faxes.....	92
Outgoing Mail Procedures.....	93
Grants Database.....	94

## EXHIBITS

Notification of Award Letter Information Form.....	A
Sample Notification Letter.....	B
Application for Federal Assistance (SF-424) Form.....	C
Data Universal Numbering System (DUNS).....	D
Proof of Non-Profit and For-Profit Eligibility.....	E
Sample of 50(c)(3) for a Non-Profit Entity	
Sample Non-Profit Search using Guidestar.com	
Catalog of Federal Domestic Assistance for Cooperative Forestry Assistance (10.664).....	F
Programs Matrix for Fund Codes and CFDA Numbers	
Matching Funds.....	G
Program Income.....	H
Executive Order 12372 Review.....	I
Check List for Review of a Grant Application.....	J
Budget Information – Non-Construction Program (SF-424A) Form.....	K
Budget Category Review Sheet.....	L
State Cooperative Institution Listing	
Sample Progress Report.....	M
Sample Application for Federal Assistance and Budget Sheets for Increase of Funds.....	N
Sample Application for Federal Assistance for Time Extension.....	O
Sample Financial Status Reports – Both Short and Long Form.....	P
Sample Final Financial Status Report with No Funds Remaining.....	Q
Sample Final Progress Report.....	R
Sample Closeout Letter with No Funds Remaining.....	S
Sample Final Financial Status Report With an Unobligated Balance of Funds.....	T
Sample Closeout Letter Reflecting an Unobligated Balance of Funds.....	U
Complete Set of Financial Status Reports (Beginning to End of Grant).....	V
Funds Availability Certificate.....	W
IWeb Naming Convention Protocols for Cooperator’s Name.....	X
Albuquerque Service Center (ASC) Transmittal Form.....	Y
Mail Merge Procedures for Grant Closeout.....	Z

## **NOTIFICATION LETTERS**

The purpose of the Notification Letter is to alert a potential grant recipient of an impending award of federal funds. The Program Manager for a specific project will complete the Notification of Award Letter Information form and e-mail to the point of contact on the Grants Staff. All the information must be completed on this form. Refer to Exhibit A.

Upon receipt of this form, a notification letter will be prepared, e-mailed and mailed to the potential recipient. This letter includes complete instructions on how to apply for the grant. Refer to Exhibit B.

Once these steps are completed, a copy of the notification letter, along with a copy of the e-mail, is placed in a new grant file folder and given to the individual responsible for that state.

## AWARD PROCESS

There are many steps that need to be completed before a grant or cooperative agreement can be awarded. Each grant package is unique but there are basic functions that need to be completed for each award:

- Review the Application for Federal Assistance (SF-424) for completeness and accuracy.
- Review the Budget Information Sheets (SF-424A) for completeness and accuracy.
- Ensure the Certificates and Assurances are attached.
- Review the narrative to ensure basic information is included and correct.
- Funds must be clearly and accurately listed on the applicable State Sheets and a Funds Availability Certificate must be obtained from the Budget Staff.
- Complete IWeb entry for each project and ensure the necessary documents are attached in IWeb for the program manager's review and approval.

If information is incomplete or incorrect on any of the items listed above, then the Grants Specialist/Program Support Assistant must contact the recipient to ensure that correct information is captured. It is suggested that any changes to the SF-424 be made by the recipient and resubmitted via fax. This will eliminate extensive explanations of changes made in the award letter. However, the Grants Specialist/Program Support Assistant can make pen and ink changes to certain blocks on the form (e.g., start/end date or the Catalog of Federal Domestic Assistance number) if processing the application needs to be done in an expeditious manner. Pen and ink changes require the concurrence, where applicable, from either the recipient or the Forest Service program manager and must be documented in the grant file.

Once all these steps are completed and the commitment processed through IWeb, then the award letter can be prepared. Any pen and ink changes made on the Application must be stated in the award letter. Due to the uniqueness of reporting and/or program requirements, there are multiple award letters templates to choose from. The list of available templates are located on the Grants server at Budget and Planning/Canned Letters/Award. These award letters are continuously being updated and revised as changes occur so please ensure that the correct template is selected when an award letter is ready to be issued.

To assist in reviewing the grant package, step-by-step instructions are included in this section. It would be impossible to capture every potential scenario that can arise when awarding a grant or cooperative agreement. These instructions are just meant to be a basic guide to assist the Grants Specialist/Program Support Assistant to accurately review and award a grant.

**Please note:** Both grants and cooperative agreements are reviewed and processed the same way. Any reference of the term "grant" in this section will also apply to a cooperative agreement.

## Application for Federal Assistance (SF-424) – Exhibit C

<b>Type of Submission (Block 1)</b>	Non-Construction should be checked.
<b>Date Submitted (Block 2)</b>	Can be left blank
<b>Date Received by State (Block 3)</b>	Can be left blank
<b>Date Received by Federal Agency (Block 4)</b>	Fill in the date that application was received unless the time-stamped date or faxed date appears on the top or bottom of the page.
<b>Applicant Information (Block 5)</b>	<p>Organization's name and address should be filled in. Cannot be an individual.</p> <p>DUNS number is required (this became effective on October 1, 2003).</p> <p>Refer to Exhibit D for additional information on the DUNS number.</p>
<b>Employer Identification Number (Block 6)</b>	Must be completed.
<b>Type of Applicant (Block 7)</b>	<p>Must be completed.</p> <p>Refer to the "Eligibility Requirements" section of the CFDA to determine who can apply for funding under a specific program.</p> <p>A non-profit entity must submit proof of their 501(c) (3) tax status. Also, a for-profit entity must submit proof of their IRS tax status. First-time recipients must send in verification of their status. Thereafter, a file should be maintained by each Grants Specialist/Program Support Assistant so this information is available should the recipient receive another award.</p> <p>Refer to Exhibit E for additional information.</p>
<b>Type of Application (Block 8)</b>	Self Explanatory
<b>Name of Federal Agency (Block 9)</b>	Self-Explanatory

## Application for Federal Assistance (SF-424) – Exhibit C

<b>Catalog of Federal Domestic Assistance Number (Block 10)</b>	<p><a href="http://www.cfda.gov">www.cfda.gov</a> is the website for the Catalog.</p> <p>Ensure the correct CFDA number is in this block. If the applicant left this blank, then pen and ink the number into this area.</p> <p>Refer to Exhibit F for a sample of a CFDA and a matrix of the programs awarded by State and Private Forestry along with fund codes and cost-share information.</p>
<b>Descriptive Title of Applicant’s Project (Block 11)</b>	<p>Filled in by the recipient.</p> <p>The fund code and subaccount must be written in this space by the Grants Specialist/Program Support Assistant.</p>
<b>Areas Affected by Project (Block 12)</b>	<p>Filled in by the recipient.</p>
<b>Proposed Project (Block 13)</b>	<p>Start date must be in the appropriate fiscal year. Do not use “Upon Award”.</p> <p>The block should reflect the time necessary to complete the project, which may range from 30 days to five years.</p>
<b>Congressional Districts (Block 14)</b>	<p>Filled in by the recipient.</p>
<b>Estimated Funding (Block 15)</b>	<p>Filled in by the recipient.</p> <p>Matching funds – refer to Exhibit G</p> <p>Program income – refer to Exhibit H</p>
<b>Executive Order Review (Block 16)</b>	<p>Filled in by the recipient.</p> <p>Refer to “Preapplication Coordination” section of the applicable CFDA to determine if the Executive Order Review is required.</p> <p>Refer to Exhibit I for additional information.</p>
<b>Is Applicant Delinquent on any Federal Debt? (Block 17)</b>	<p>Completed by the recipient</p>

## Application for Federal Assistance (SF-424) – Exhibit C

<b>Signature (Block 18)</b>	Ensure that Application is signed
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A Check List for Review of the Grant Application is included as Exhibit J. This list is helpful in ensuring that all of the requirements listed above have been captured for each individual grant. The completed form can be filed in Section 6 of the grant folder.

## Budget Information – Non-Construction Programs (SF-424A) Exhibit K

<p><b>Section A – Budget Summary</b></p>	<p>(a) Funding program is entered here (e.g., State Fire Assistance)</p> <p>(b) The CFDA number from Block 10 of the Application is entered here.</p> <p>(c) Blank</p> <p>(d) Blank</p> <p>(e) The federal funds awarded are entered here.</p> <p>(f) The total amount of matching funds is entered here</p> <p>(g) The total amount of the grant award is entered here</p>
<p><b>Section B – Budget Categories</b></p>	<p>This section is the most important part of this form.</p> <p>The grantee must show how all the funds (both federal and matching) will be expended in each category that applies to their project.</p> <p>The grantee can separate the funds into different columns (e.g., federal, applicant match, local match, etc.) or they can show total amount of the grant award broken down into each category.</p> <p>If the grantee has filled in funds under Indirect Charges, you must obtain a copy of their approved indirect cost rate or their cost allocation plan from the recipient and place it in the grant file.</p> <p><b>Note:</b> <u>For State Cooperative Institutions awarded Cooperative Agreements</u> - indirect costs and tuition remission are not eligible for reimbursement using federal funds.</p> <p>Refer to Exhibit L for additional information.</p>

**Budget Information – Non-Construction Programs (SF-424A)**  
**Exhibit K**

<b>Section C – Non-Federal Resources</b>	(a) The grant program can be entered into this space  (b) through (d) The grantee will show a breakdown of the matching funds, as applicable, as reflected on the Application for Federal Assistance (SF-424)
<b>Section D – Forecasted Cash Needs</b>	Some grantees complete this section, however, it is not necessary to complete.
<b>Section E – Budget Estimates of Federal Funds Needed for Balance of the Project</b>	Some grantees complete this section, however, it is not necessary to complete.

## **CERTIFICATES**

The following certificates are required to be submitted with the grant application:

Assurances – Non-Construction Programs (SF-424B)

Certificate Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (AD-1047)

Certificate Regarding Drug-Free Workplace Requirements (Grants) (AD-1049)

Disclosure of Lobbying Activities (SF-LLL) (Only required for grants with federal funds awarded of \$100,000 or more). If funds are not used for lobbying, the recipient can submit a certified statement in lieu of the SF-LLL. A sample of the certification is in 7 CFR 3018, Appendix A.

Copies of each are attached.

## **NARRATIVE REVIEW PROCESS**

The Program Manager assigned to the project is the person who will approve the narrative in the IWeb system. However, the Grant Specialist/Program Support Assistant must review the narrative in general terms to ensure that basic information is included and that it matches the information on the Application for Federal Assistance (SF-424) and the Budget Information Sheets (SF-424A). Some things to look for:

- Is a detailed budget attached that supports the Budget Information Sheet (SF-424A)?
- If so, do all the numbers add up?
- Does the timeline match the start and ending dates listed on the Application for Federal Assistance (SF-424)?
- If the recipient listed equipment purchases on the SF-424A, is there an explanation as to what they are buying?
- If there is a substantial amount of funds listed in the Other category on the SF-424A, is there documentation in the narrative to explain what these expenses are for?

If there are discrepancies in what is listed in the narrative when matched against the Application, then the Grants Specialist/Program Support Assistant must contact the recipient to correct the problems.

To award a new grant through the IWeb system, refer to Section IV of this manual.

## **REPORTING REQUIREMENTS**

This section sets forth procedures for monitoring, reporting program performance, approvals and financial reporting for Forest Service awards. Unless otherwise stated, the program manager has primary responsibility for monitoring grants or cooperative agreements.

### **Purpose of Monitoring and Reporting Program Performance**

Monitoring is the process by which the programmatic and business management performance of a grant is continuously reviewed by the program manager and the grants staff. The following methods are used as a means to monitor a grant or cooperative agreement:

- Use of telephone conversations with the recipient (Program Manager and Grants Staff)
- Prior approvals (Program Manager)
- Written correspondence to the recipient (Program Manager and Grants Staff)
- Site visits made by the Forest Service (Program Manager and Grants Staff)

The Forest Service must monitor Federal financial assistance supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. These procedures are designed to place a greater reliance on recipients to manage the Federal assistance supported activities.

Monitoring must cover each program, function or activity within a grant or cooperative agreement. The Forest Service is responsible for monitoring the status and effectiveness of grants and cooperative agreements to provide reasonable assurance that:

- Federal grant funds are expended in ways that meet the provisions of pertinent statutes, regulations, agency administrative requirements, and relevant Office of Management and Budget (OMB) circulars. (Program Manager and Grants Staff)
- Adequate progress is being made toward achieving the project's goals and objectives. (Program Manager)
- The recipient is requesting draw down of funds frequently (at least quarterly) to stay current with their actual expenses. The appropriate Grants and Agreements Specialist/Program Support Assistant, along with the program managers/monitors, will check the Payment Management System (PMS) or the IWeb database to determine if the recipient is making draw downs. A copy of any PMS/IWeb printouts will be placed in the Payment Record Section of the grant folder as needed. (Grants Staff)

In conjunction with the Forest Service, the recipient must ensure the following is accomplished for each program, function or activity within a grant or cooperative agreement:

- Constantly monitor the performance to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved for each activity listed in the approved narrative.

- Making timely draw downs to reflect a timely audit trail and accurate accrual information.
- Submitting to the Area Director an annual performance report for each award as required by the terms and conditions of the award letter within 90 days of the end of the reporting period that:
  - Compares actual accomplishments to the goals established for the reporting period. Where outputs are quantifiable, such data should be related to cost data for computation of unit costs.
  - If applicable, give reasons why established goals were not achieved.
  - Other pertinent information including analysis and explanation of cost overruns or high unit costs, when appropriate.

Failure to submit reports can be a basis for withholding financial assistance payments, suspension or termination of funding.

Grants and Agreements Management (GAAM) is responsible for tracking receipt of required financial and performance reports. All progress reports submitted must be reviewed and approved by the program manager. GAAM will forward the performance report to the Program Manager for review and approval. The program manager is responsible for reviewing the performance report and assuring that they contain, at a minimum, the following requirements, as specified in 7 CFR 3016.40 and 7 CFR 3019.51:

- A comparison of actual accomplishments with the goals and objectives established for the period;
- The reasons why established goals were not met, if appropriate; and
- An analysis or explanation of cost overruns, where appropriate.

This information can be submitted by the cooperator using the sample format for a progress report (Exhibit M).

The approved progress report is filed in Section 6 of the official grant folder. The Grants Specialist/Program Support Assistant will update the grants database with either the period-ending date covered in the report or the date that progress report was received.

Program managers are responsible for documenting all Forest Service monitoring actions pertaining to the grant or cooperative agreement. The documentation can be filed in either the official grant file at Newtown Square, in the IWeb database or both.

### **Prior and Retroactive Approvals**

Prior approval is required for any change to the scope of the objectives contained in the approved program narrative.

Retroactive approvals may be authorized by the program manager only where the transaction would have been approved had the approval been requested in advance and the cooperator's organization agrees to institute controls to ensure that prior approval requirements are met in the future. Request for a time extension passed the five year limit will require the approval of the Area Director.

Prior approval requests include:

- Change in the scope of objectives of the project or program (even if there is no associated budget revision);
- Change in a key person specified in the original approved grant application or approved award document;
- Need for additional Federal funding;
- Change in match;
- Program income will be generated;
- Time extension;
- Cumulative transfers among direct cost categories or among separately budgeted programs or activities that exceeds 10% of the current total approved budget if the awarding agency's share exceeds \$100,000;
- Transfer of funds allotted for training allowance (direct payment to trainees) to other categories of expense;
- International travel;
- Subawards, transfer or contracting out of any work under an award not previously approved the original grant application.

Prior approval requirements can also be found in the applicable cost principles (OMB Circulars A-21, A-87, and A-122 and in Federal Acquisition Regulations 31.2) and administrative requirements (OMB Circulars A-102 and A-110).

A recipient must request prior approval in writing to the Area Director and mailed or faxed to the address below in writing no later than 30 days before the proposed change(s) to the grant or cooperative agreement. The request must be signed by the authorized signatory official. Until written approval is granted from the Forest Service, the terms and conditions of the original award remain in effect. The Forest Service is not obligated to fund any changes not properly approved in advance. Failure to obtain prior approval from the Forest Service may result in the disallowance of costs and termination of the award. A completed revised Application for Federal Assistance (SF-424), Budget Information – Non-Construction Programs (SF-424A) (Sections A, B and C), and revised program narrative (if adding additional objectives to the originally approved program narrative) must be submitted for any increases or decreases in Federal funding. Any change in the scope of work would require a modification to an existing instrument. Any change to the original approved program narrative will be authorized on a case by case basis.

Exhibit N is a sample Application for Federal Assistance (SF-424) and Budget Information – Non-Construction Programs (SF-424A) requesting the need for an increase in Federal funding.

Requests for additional federal funds, no-cost time extensions or any other type of administrative modifications will not be processed if there are any outstanding reports. Missing reports will include progress reports, financial reports and/or final reports for expiring grants waiting to be closed by the same recipient.

If an extension is needed for a grant or cooperative agreement, the request must be received in our Newtown Square office addressed to the Area Director at least ten days prior to the expiration date of the grant. The Application for Federal Assistance (SF-424) face sheet only must be submitted along with the letter stating the need for the extension.

Exhibit O is a sample Application for Federal Assistance (SF-424) requesting a time extension.

Please note that when the modification letter is being prepared, the countersignature page is only needed when we are approving an increase/decrease in funds or a time extension. All other types of administrative modifications (e.g., approval for redistribution of funds within budget categories, key personnel, narrative changes, etc.) do not require a countersignature page.

### **Financial Reporting**

The financial condition of the Cooperative Forestry Assistance projects concerns the Forest Service and our recipients. To satisfy the requirements in the OMB Circulars and Code of Federal Regulations, the recipients must submit reports that provide updated financial information. The forms that recipients use to report their expenditures are:

- Financial Status Report (Long Form) SF-269
- Financial Status Report (Short Form) SF-269A

When reporting grant-related program income, the long form SF-269 must be used.

The submission of the SF-269 is applicable to all Forest Service recipients. The SF-269 summarizes expenditures made and Federal funds unexpended for each award. The SF-269s are submitted to Grants and Agreements Management for review, acceptance and inclusion in the official grant file and the Grants and Agreements Management database. The Financial Status Report can be submitted quarterly, semi-annually or annually based on the conditions set forth in the approved award letter. They are due 30 or 90 days after the end of the reporting period.

All SF-269s submitted must be reviewed and approved by the Grants and Agreements Specialist/Program Support Assistant. The approved SF-269 is filed in the Section 5 of the official grant folder. The grants database must also be revised showing the date the SF-269 was received in Grants and Agreements Management.

Exhibit P is a sample of a completed Financial Status Report (SF-269A) Short Form and an SF-269 (Long Form)

## **CLOSEOUT PROCEDURES**

This section sets forth procedures when the Forest Service determines that all applicable administrative actions and all required programmatic work under the approved grant or cooperative agreement have been completed by the recipient.

Grant closeout requires the collaboration and cooperation between the Forest Service and the recipient. It is the responsibility of Grants and Agreement Management staff to advise the recipient of the closeout requirements and to follow up by providing them the assistance necessary to meet the closeout requirements.

### **Submission of Reports**

The closeout process begins immediately after all work activities under the grant are completed. Grant closeout procedures and requirements are specified in OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments and A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

Recipients must prepare and submit, within 90 days after completion/expiration of the grant:

- A final Financial Status Report (SF-269A) or final SF-269 Long Form if program income was approved in the grant award;
- Final progress report including a narrative discussion of each activity item contained in the approved grant budget;
- Obtain final reimbursement of funds through the Department of Health and Human (DHHS), Payment Management System (PMS);
- Refund any unexpended balance of Federal funds;
- Unless otherwise specified in the award letter, an equipment inventory is only needed at closeout if federally-owned equipment was given to the recipient to work on a project.
- Any other report(s) required as part of the terms and conditions of the grant;
- Settle all accounts with subrecipients before closing out the grant with the Forest Service. Once a grant or cooperative agreement is closed, any invoices received may be the responsibility of the recipient, even if the money was obligated before the grant was closed.

Extensions of time may be permitted upon request from the recipient if received before the grant expired. Extensions may also be approved after the expiration date, if there are extenuating circumstances. The request will be approved by the program manager if the request is justified.

Exhibit Q is a sample of a final Financial Status Report (SF-269A). Exhibit R is a sample of a final progress report.

If the above documents are not acceptable to the Forest Service, they may be returned to the recipient for correction. The issue(s) can be resolved through written requests for additional

information, or through telephone conversations depending on the nature of the problem(s). The grant will not be officially closed out until the issue(s) are resolved.

The Grants and Agreements Specialist/Program Support Assistant is responsible for:

- Reviewing and approving the final Financial Status Report (SF-269)
  - Ensure that the section on the Recipient Share of Net Outlays is completed and the amount matches or exceeds the cost share approved in the original award.
  - If the cost share is less, but the recipient overmatched on the original application, then ensure that the minimum cost share has been met and documentation is filed with the final report as to why the original match was not met.
  - If the final amount of the match is below the minimum cost share required by a program then Federal funds must be returned in order to meet the minimum matching requirements.
  - If federal funds are unexpended, ensure that the money is deobligated as outlined in the procedures listed below. Refer to Section IV of this manual for IWeb procedures on the deobligation of funds.
  - File the final SF-269 in Section 5 of the grant folder and update the grants database
- Submitting the final performance report to the program manager for his/her review and approval, filing the approved final performance report in Section 6 of the official grant folder, and updating the database;
- **Closing out the subaccount at the Payment Management System through the Albuquerque Service Center. If the subaccount has already been closed due to a zero balance, no action is necessary.**
- Preparing the closeout letter. Exhibit S is a sample closeout letter.

The program manager is responsible for ensuring that all required programmatic work under the approved program narrative has been completed.

The closeout of a grant does not affect the obligation of the recipient to return any funds due as a result of later refunds, corrections, or transactions. Any Federal grant funds received by the recipient, but is not expended must be returned.

The official grant file will be retained with the Grants and Agreements Management section for three years from the date of the official closeout letter. The recipient should retain their records for three years from the date of final expenditure report. If any litigation or audit is started before the expiration of the three-year period, the recipient must retain their records until these actions are completed and any issue(s) resolved.

### **Suspension**

Whenever the recipient has failed to comply with the award stipulations, standards or conditions, the Forest Service shall notify the recipient that the award agreement is suspended effective ten (10) days from the date of notification. The notification letter should contain the reason(s) for the suspension and indicate the needed corrective action. The suspension will affect the

withholding of further payments, or prohibit the recipient from incurring additional obligations against Federal funds.

### **Termination of an Award**

The Forest Service may terminate any award, in whole or part, at any time before the completion, whenever:

- It is determined that the recipient has failed to comply with the conditions of the award. The Forest Service will notify the recipient in writing of the determination and the reason(s) for termination. The letter must state the effective date of termination. Upon notification of termination for cause, the recipient shall not incur any new obligations against the Federal funds.
- Both parties agree that the continuation of the project or program would not produce beneficial results along with the further expenditure of funds. The letter will state that the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur any new obligations for the terminated portion after the effective date.

Exhibit T is a sample of a final Financial Status Report (SF-269) reflecting an unobligated balance of funds. Exhibit U is a sample of a closeout letter reflecting an unobligated balance of funds.

Included as Exhibit V is a sample set of Financial Status reports, from the beginning of the grant until the end. This sample will reflect how the forms build on one another throughout the life of the grant.

## **BASIC IWEB PROCEDURES**

To access IWeb click on the following link: <http://i-web.wo.fs.fed.us>. Click the Login to IWeb button to begin the log on process through e-Authentication.

The following pages in this Desk Reference are general procedures on how to process grants and cooperative agreements through IWeb from award through closeout. For specific information on how to execute the actions refer to the User Support section on the IWeb site. The complete guide on using Grants and Agreement can be accessed as follows:

- Click on User Support. In the pull down menu area, select Grants and Agreements. A comprehensive help section is available.
- In the User Support section of the website, Quick Guides are available to review and print as needed. These are short and concise directions on how to carry out specific actions in IWeb.
- A Helpdesk Ticket System is available and can be used under the User Support section to report problems or submit suggestions to enhance the system.

## **AWARDING NEW GRANTS AND COOPERATIVE AGREEMENTS THROUGH THE IWEB SYSTEM**

The following is a general guide on how to process new grants and cooperative agreements through the IWeb system once an Application for Federal Funds has been received and the funding is listed on the applicable State Sheets.

For detailed instructions on how to complete the information in IWeb, refer to the website listed on page 17.

### **CREATE A PROPOSAL**

- Request the Funds Availability Certificate (Exhibit W) from Budget Officer. The information on this form will be needed to complete the line of accounting on the Commitment Tab.
- Create a proposal in IWeb, completing the following information in each of these tabs:
  - Details Tab
    - All items with a red asterisk are mandatory and need to be completed
      - Applicant/Cooperator Name
      - Date Submitted
      - Project Title
      - Organization
      - Date Received
      - Type of Application
      - Type of Submission
      - Proposed Start Date
      - Proposed End Date
    - CFDA number
    - Executive Order Review and EO Date, as needed
    - FAADS recipient
  - Cooperator Tab
    - Click on Link Cooperator button to select the recipient and follow the prompts. If creating a new cooperator, refer to Exhibit X for the most recent naming convention protocols.
    - Select “Yes” for Payee
    - Select correct vendor code. Refer to the vendor code spreadsheet updated by the Albuquerque Service center (ASC) for this information or contact ASC directly if a vendor code isn’t listed in their spreadsheet.
    - Click on Applicant
    - Fill in Institution Code
    - Complete FAADS recipient
    - Complete FAADS address

- Contacts Tab
  - RW (Reviewer – Grants Specialist/Program Assistant) - Mandatory
  - SO (Signatory Officer – Kathy Maloney) – Mandatory
  - PA (Payment Approver – Program Manager listed on the Funds Availability Certificate) – Mandatory
  - PRC (Project Contact – Field Office technical contact)
  - COC (Cooperator Contact – Cooperators technical contact)
  - AC (Administrative Contact) – Cooperator’s administrative point of contact)

**NOTE for the contacts other than the “mandatory” listings** – the type of contact that is selected really isn’t that vital. The most important thing for this tab is to capture all the technical and administrative personnel assigned to a project for both the Forest Service and the recipient. In the event that someone does a search on a name, all the projects assigned to an individual will be found in the IWeb system.

- Click on the Accept button and then click on the Approve button. More tabs will appear and the following information can be completed.
  - Commitment Tab - Complete the line(s) of accounting as indicated on the Funds Availability Certificate.
  - Other Contributions Tab - Complete the line of accounting for the cost share listed on Block 15 on the Application for Federal Assistance (SF-424).
- Attach the following documents in IWeb:
  - Application (SF-424) and Budget Information sheet (SF-424A)
  - Narrative
  - Funds Availability Certificate
  - Any necessary supplemental information needed to approve a project

## COMMITMENT PROCESS

- Send an email to the Program Manager that the narrative and budget information is ready to be reviewed and the funds approved. The Program Manager is the person whose name appears in the “Name of Requestor” section of the Funds Availability Certificate.
  - If the Program Manager does not agree with the narrative and/or budget then the attached documents must be deleted from IWeb and the revised documentation re-attached when submitted by the recipient.
  - When the Program Manager agrees with the documentation that has been attached in IWeb he/she will approve the line(s) of accounting.
- Once the funding has been approved by the Program Manager in IWeb, send an email to the Budget Officer or his/her designee, asking to approve the line of accounting on the Commitment Tab.

- For federal funds under \$5,000, the Program Manager has budget authority therefore the funding approval will be sent directly to the Albuquerque Service Center. No further action is necessary to process the funds.
- Once the line of accounting is processed through IWeb, the status box on the Commitment tab will reflect FFIS-Processed and an FFIS Document ID number has been generated through the system. An example number would be: G24690578 (“24” stand for the Unit, “6” stands for the fiscal year).
- Process the award letter to the recipient using the FFIS Document ID as the subaccount on the Award Approval/Obligation/Acceptance page of the letter. The subaccount number is made of up the “G” number and the Line Number (e.g., G24690578001, G24690578002, etc.).
- Attach a copy of the award letter into IWeb. It’s not necessary at this point to have a signed copy in IWeb. The signatures for both the Forest Service and the recipient will be on the countersignature page.

## **FAADS**

- This tab is completed by the Database Manager. The following information is completed:
  - Department No.
  - Agreement Type
  - Minority Code
  - Project Assistance Type
  - Agency Code
  - Project Action Type

## **OBLIGATION PROCESS**

The funds for a project can be obligated only when the countersignature is received by the recipient.

- Attach the countersignature page in IWeb.
- When the recipient returns the countersignature page, the top portion of the Details Tab in IWeb can be completed with the following information:
  - Execution date – use the date the recipient signed the Award Approval/Obligation/Acceptance page
  - Start Date
  - Expiration date
  - Click “Yes” for HHS
- Ensure that the Contacts, Cooperator and Other Contributions Tabs are complete with all the information outlined on pages 18 and 19.

- Complete the Authorities Tab.
- Click on the Execute Grant or Agreement button. This will begin the obligation process through the Albuquerque Service Center.
- Once obligation of funds is processed through IWeb, the status box on the Obligation Tab should reflect FFIS-Processed.

## **PAYMENT MANAGEMENT SYSTEM**

- ASC will not process the obligation of funds until the award letter and countersignature page have been attached in IWeb.
- Complete the ASC transmittal form (Exhibit Y) with the applicable information and email to ASC. This transmittal initiates the establishment of the subaccount in the Payment Management System.
- A screen print will be returned from ASC once the account has been established. File this screen print in Section 4 of the grant file.
- **EXCEPTION:** Forest Legacy acquisition funds should be obligated in IWeb, however, these funds are not to be placed in the Payment Management System until the Forest Legacy program manager authorizes that the account be established. Ensure that the “Do Not Release Funds in HHS” block is checked on the ASC Transmittal.

## **MODIFYING AN EXISTING GRANT OR COOPERATIVE AGREEMENT TO INCREASE FUNDS THROUGH IWEB**

The following is a general guide on how to increase funds for an existing grant and cooperative agreement through the IWeb system once an Application for Federal Funds has been received and the funding is listed on the applicable State Sheets.

### **COMMITMENT PROCESS**

- Since the grant or cooperative agreement already exists in the IWeb system, a new proposal is not created when adding funds to an ongoing project.
- Request the Funds Availability Certificate (Exhibit W) from Budget Officer. The information on this form will be needed to complete the line(s) of accounting on the Commitment Tab.
- To add funds, locate the grant in the IWeb system and complete the following:
  - Commitment Tab - Complete the line(s) of accounting as indicated on the Funds Availability Certificate.
  - Other Contributions Tab - Complete the line of accounting for the cost share listed on Block 15 on the Application for Federal Assistance (SF-424).
- Attach the following documents in IWeb:
  - Application (SF-424) and Budget Information sheet (SF-424A) for the modification
  - Narrative for the modification
  - Funds Availability Certificate for the modification
  - Any supplemental information needed to approve the project
- Send an email to the Program Manager that the narrative and budget information is ready to be reviewed and the funds approved. The Program Manager is the person whose name appears in the "Name of Requestor" section of the Funds Availability Certificate.
  - If the Program Manager does not agree with the narrative and/or budget for this modification, then the attached documents must be deleted from IWeb and the revised documentation re-attached when submitted by the recipient.
  - When the Program Manager agrees with the documentation that has been attached in IWeb he/she will approve the line(s) of accounting.
- Once the line of accounting has been approved by the Program Manager in IWeb, send an email to the Budget Officer asking him/her to approve the line of accounting on the Commitment Tab.
  - For federal funds under \$5,000, the Program Manager has budget authority therefore the funding approval was sent directly to the Albuquerque Service Center. No further action is necessary to process the funds.

- Once the line of accounting is processed through IWeb, the status box on the Commitment Tab will reflect FFIS-Processed. In some cases, the FFIS Document ID number that is generated for the increase of funds is NOT the number used as the subaccount. Different procedures exist depending upon the year of the original award:
  - FY05 or later – use the subaccount generated for the original award, but change the last three digits to match the line number of the commitment transaction. For example, if the subaccount for the original award was G24590765001, then use G24590765002 (002 being the line number on the Commitment Tab for the additional funding) as the subaccount for the new funds.
  - FY04 and earlier – contact ASC and let them know that an older grant will be modified for an increase in funds and that a subaccount number is needed. ASC will advise you on what number to use. They developed an internal system which enables them to link an IWeb document number to an older grant. Do not use the Document ID number generated in the IWeb system in these situations.
- Process the modification award letter to the recipient and ensure the correct subaccount is captured for the additional funds based on the information listed in the preceding paragraph.
- Attach a copy of the modification letter into IWeb. It's not necessary at this point to have a signed copy in IWeb. The signatures for both the Forest Service and the recipient will be on the countersignature page.

## **COOPERATOR TAB**

The grants in the IWeb system from FY04 and earlier have two cooperators listed – one is HHS (Health and Human Services) the other is the recipient. In order for IWeb to process payment information properly and to begin cleaning up the transaction information resulting from the database conversion, the recipient has to be listed as the payee. Follow the procedures listed below to select the correct payee:

- Click on the HHS vendor and select “No” as the Payee. (The “Name” block will read HHS Program Support Center)
- Click on the next cooperator listing. (The “Name” block will list the name of the recipient)
  - Click Edit Cooperator button and add the EIN information. Add the DUNS number if this block is blank
  - Click on Applicant
  - Fill in the Institution Code
  - Fill in the FAADS Recipient block
  - Fill in the FAADS Address block
  - Click “Yes” for Payee
  - Click on the flashlight by the vendor code and select the correct vendor information for the recipient. Refer to the vendor code spreadsheet updated by the Albuquerque

Service center (ASC) for this information or contact ASC directly if a vendor code isn't listed in their spreadsheet.

## **MODIFICATION TAB**

The information on this tab can be completed in advance, however the modification line(s) cannot be executed until the countersignature is returned.

- To capture the increase in funds:
  - Click on the Create New Mod button and complete the information for the additional funding.
  - The Mod Date block is the date that the countersignature page is signed by the recipient.
  - Click on the Execute Mod button once all the information is entered.
- If the modification is also extending the expiration date of the project:
  - Click on the Add to Current Mod button and complete the information for the time extension.
  - The Mod Date block is the date that the countersignature page is signed by the recipient.
  - Click on the Execute Mod button once all the information is entered.
- If a vendor change was necessary on the Cooperators Tab:
  - Click on the Add to Current Mod button and complete the information for the change to the vendor code. In the Old Value block place the vendor code for HHS (520821668G). In the New Value block place the vendor code selected for the recipient.
  - The Mod Date block is the date that the countersignature page is signed by the recipient
  - Click on the Execute Mod button once all the information is entered.

## **DETAILS TAB**

If a time extension is being approved along with the additional funding, change the Expiration Date block in the upper right hand side of the screen to reflect the new ending date.

## **OBLIGATION PROCEDURES**

Once the countersignature has been returned from the recipient, the funds can be obligated.

- Attach the countersignature page in IWeb.
- On the Obligations Tab
  - Click on the line(s) of accounting to be processed
  - Press the Submit for Approval button
  - The transaction will be sent directly to ASC. No other approvals are necessary.

- Once the line(s) of accounting is processed through IWeb, the status box on the Obligation Tab will reflect FFIS-Processed.

## **PAYMENT MANAGEMENT SYSTEM**

- ASC will not process the obligation of funds until the modification award letter and countersignature page have been attached in IWeb.
- Complete the ASC transmittal form (Exhibit Y) with the applicable information and email to ASC. This transmittal initiates the establishment of the subaccount in the Payment Management System. ASC will also adjust any existing subaccounts for a time extension, if necessary.
- A screen print will be returned from ASC once the account has been established. File this screen print in Section 4 of the grant file.
- **EXCEPTION**: Forest Legacy acquisition funds should be obligated in IWeb, however, these funds are not to be placed in the Payment Management System until the Forest Legacy program manager authorizes that the account be established. Ensure that the “Do Not Release Funds in HHS” block is checked on the ASC Transmittal.

## **DEOBLIGATING FUNDS THOROUGH THE IWEB SYTEM**

Funds are deobligated from a project because the recipient has determined that they cannot support a portion of the approved work plan and an official modification will be processed to decrease funds **or** because the final Financial Status Report (SF-269) reflects an unused balance of Federal funds. In order to deobligated the funds through IWeb the following procedures apply.

### **PROCEDURES FOR DEOBLIGATION DUE TO CLOSEOUT OF A GRANT**

Process the closeout letter for the grant or agreement and perform the following steps in IWeb to execute the decrease in federal funding.

#### **OBLIGATIONS TAB**

- Select the line of accounting that you want to decrease and click the Modify button. If there is more than one line of accounting, as in a consolidated grant, ensure that you have selected the correct line(s) of accounting to decrease.
- Fill in the amount of money to be deobligated in the Amount block. Make sure the number is listed in the negative format (e.g., -270.69). Click the Save button. The Obligation Status box will say “New Obligation”
- Click the Submit for Approval button. This will transmit the action directly to the Albuquerque Service Center for processing. No other approvals are necessary for a deobligation of funds.
- Track the action until the Obligation Status box states FFIS-Processed.

#### **DETAILS TAB**

- Complete the Close Date block with the date of the closeout letter.
- Note: You cannot click on the Closeout Agreement button until the deobligation has been completed.

#### **ATTACHMENTS**

- Attach the final Financial Status Report (SF-269) in IWeb which shows the amount of federal funds remaining in the project.

#### **PAYMENT MANAGEMENT SYSTEM**

- Complete the ASC Transmittal form (Exhibit Y) documenting the decrease in funds and the closeout of the grant. Email the form to ASC.

- A screen print will be returned from ASC once these actions are completed. File this screen print in Section 4 of the grant file.

### **DETAILS TAB – after deobligation has been processed**

- Click the Closeout Agreement button in the upper right hand corner of the screen and the Status of the project will change to GA-Closed.

### **PROCEDURES FOR DEOBLIGATION DUE TO A REDUCTION IN THE FUNDING FOR AN ACTIVE PROJECT**

Prepare the modification letter which reduces the federal funding for a grant or agreement. Perform the following steps in IWeb to execute the decrease in federal funding once the countersignature is returned from the recipient:

### **OBLIGATIONS TAB**

- Select the line of accounting that you want to decrease and click the Modify button. If there is more than one line of accounting, as in a consolidated grant, ensure that you have selected the correct line(s) of accounting to decrease.
- Fill in the amount of money to be deobligated in the Amount block. Make sure the number is listed in the negative format (e.g., -270.69). Click the Save button. The Obligation Status box will say “New Obligation”
- Click the Submit for Approval button. This will transmit the action directly to the Albuquerque Service Center for processing. No other approvals are necessary for a deobligation of funds.
- Track the action until the Obligation Status box states FFIS-Processed.

### **ATTACHMENTS**

- Attach the following documentation in IWeb:
  - Application for Federal Assistance (SF-424) showing the reduction
  - Budget Information Sheet (SF-424A) showing the reduction
  - Modification Letter
  - Countersignature

## **MODIFICATIONS TAB**

The information on this tab can be completed in advance, however the modification line(s) cannot be executed until the countersignature is returned.

- To capture the decrease in funds:
  - Click on the Create New Mod button and complete the information for the additional funding.
  - The Mod Date block is the date that the countersignature page is signed by the recipient.
  - Click on the Execute Mod button once all the information is entered.
  
- If a vendor change was necessary on the Cooperators Tab:
  - Click on the Add to Current Mod button and complete the information for the change to the vendor code. In the Old Value block place the vendor code for HHS (520821668G). In the New Value block place the vendor code selected for the recipient.
  - The Mod Date block is the date that the countersignature page is signed by the recipient
  - Click on the Execute Mod button once all the information is entered.

## **PAYMENT MANAGEMENT SYSTEM**

In addition to processing the decrease in IWeb, the Payment Management System must be adjusted to reflect this change in funding. The following procedures apply:

- Complete the ASC Transmittal form (Exhibit Y) documenting the decrease in funds and email to ASC.
  
- A screen print will be returned from ASC once the account has been reduced. File this screen print in Section 4 of the grant file.

## PROCESSING NO-COST MODIFICATIONS THROUGH IWEB

A grant or agreement can be modified to make administrative changes such as time extensions, budget changes, change in scope, etc. which will involve no change in funding. Follow the procedures below to process administrative changes through the IWeb system.

### COOPERATOR TAB

The grants in the IWeb system from FY04 and earlier have two cooperators listed – one is HHS (Health and Human Services) the other is the recipient. In order for IWeb to process payment information properly and to begin cleaning up the transaction information resulting from the database conversion, the recipient has to be listed as the payee. Follow the procedures listed below to select the correct payee:

- Click on the HHS vendor and select “No” as the Payee. (The “Name” block will read HHS Program Support Center)
  
- Click on the next cooperator listing. (The “Name” block will list the name of the recipient)
  - Click Edit Cooperator button and add the EIN information. Add the DUNS number if this block in blank
  - Click on Applicant
  - Fill in the Institution Code
  - Fill in the FAADS Recipient block
  - Fill in the FAADS Address block
  - Click “Yes” for Payee
  - Click on the flashlight by the vendor code and select the correct vendor information for the recipient. Refer to the vendor code spreadsheet updated by the Albuquerque Service center (ASC) for this information or contact ASC directly if a vendor code isn’t listed in their spreadsheet.

### MODIFICATION TAB

The information on this tab can be completed in advance, however the modification line(s) cannot be executed until the countersignature is returned, when applicable.

**Note:** For administrative modifications, a countersignature page is required only for time extensions. Any other changes such as a change in scope, budget changes, change in key personnel, etc. a countersignature page is not required.

- For a time extension:
  - Click on the Add to Create New Mod button and complete the information for the time extension.
  - The Mod Date block is the date that the countersignature page is signed by the recipient.
  - Click on the Execute Mod button once all the information is entered.

- For other administrative modifications:
  - Click on the Add to Create New Mod button and complete the information for the time extension.
  - The Mod Date block is the date of the modification letter.
  - Click on the Execute Mod button once all the information is entered.
  
- If a vendor change was necessary on the Cooperators Tab:
  - Click on the Add to Current Mod button and complete the information for a change to the vendor code. In the Old Value block place the vendor code for HHS (520821668G). In the New Value block place the vendor code selected for the recipient. Use the same date in the Mod Date block used for the other actions
  - Click on the Execute Mod button once all the information is entered.

## **DETAILS TAB**

For time extensions, change the Expiration Date block in the upper right hand side of the screen to reflect the new ending date.

## **ATTACHMENTS**

- To support this action, the following documentation needs to be attached in IWeb:
  - Modification letter (it's not necessary to have a signed copy in IWeb. The signatures for both the Forest Service and the recipient will be on the countersignature page, where applicable.)
  - Countersignature, when applicable

## **PAYMENT MANAGEMENT SYSTEM**

ASC will only have to be notified of time extension modifications.

- ASC will not process the time extension until the modification letter and countersignature page have been attached in IWeb.
- Complete the ASC transmittal form (Exhibit Y) with the applicable information and email to ASC. ASC will extend the ending date for any open subaccount for the project.
- A screen print will be returned from ASC once the action is completed. File this screen print in Section 4 of the grant file.
- **EXCEPTION**: Subaccounts for the Forest Legacy acquisition projects may not have been established in the Payment Management System yet. If this is the case, alert ASC to this situation when sending the transmittal form.

## **CLOSEOUT PROCEDURES THROUGH THE IWEB SYSTEM**

The following procedures apply to closing a grant in IWeb where all the federal funds have been expended. If federal funds are remaining at the time of closeout, please refer page 26 in this reference guide which gives specific instructions on how to deobligated funds.

### **DETAILS TAB**

- Complete the Close Date block with the date of the closeout letter.
- Click the Closeout Agreement button in the upper right hand corner of the screen and the Status of the project will change to GA-Closed.

# PROCEDURES FOR PROCESSING OTHER TYPES OF AGREEMENTS

## MEMORANDUM OF UNDERSTANDING (MOU)

A Memorandum of Understanding (MOU) is used to document a relationship between two or more parties, or to document a framework for cooperation between the parties in which they carry out their separate activities in a coordinated, mutually beneficial way. There are no specific authorities for an MOU.

Things you **CAN** do under an MOU:

- Document a relationship and/or coordinated effort
- Cooperators include –
  - Federal, state and local governments
  - Educational institutions
  - Private for-profit and nonprofit organizations
  - Individuals
  - Foreign agencies and organizations

Things you **CANNOT** do under an MOU:

- Obligate or funds projects
- Exchange funds, property, services, or anything of value
- Perform work that isn't authorized by program legislations

## PROCESSING THROUGH THE IWEB SYSTEM

- Create a proposal in IWeb, completing all the applicable information in the Details, Contacts and Cooperator tabs.
- Attach the narrative in IWeb
- Accept and Approve the project through IWeb. The commitment process is non/acceptable for this type of instrument (Non-fund Obligating)

### Highlight Clauses/Emphasis Items:

Non-fund Obligating

**MOU's *don't authorize work to be performed***

For example: We aren't authorized to rent Forest Service vehicles to others for their use.

**Documenting this intent in an MOU doesn't make it a legal activity.**

### Samples: Service-wide MOU with American Avalanche Association

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**AMERICAN AVALANCHE ASSOCIATION**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE**

**01-MU-11244226-013**

This Memorandum of Understanding (MOU) 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 MOU 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. STATE 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, review and approve any public information releases related to this agreement which refer to the Department of Agriculture, Forest Service, employees 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 MOU.

**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 MOU. 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 MUTALLY 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 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. Meetings will be held at least annually to discuss, identify, and coordinate the various proposed activities outlined in this MOU, 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. **NON-FUND OBLIGATING DOCUMENT. *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:

	<i>Forest Service</i>	<i>Cooperator</i>
<i>Administrative Contact</i>	<i>Doug Abromeit</i>	<i>Jeff Brown</i>
<i>Address</i>	<i>USDA Forest Service National Avalanche Center</i>	<i>American Avalanche Association</i>
<i>Telephone</i>	<i>(208) 622-0088</i>	<i>(801) 694-9585</i>
<i>E-Mail</i>	<i>dabromeit@fs.fed.us</i>	<i>AAA@avalanche.org</i>

7. RESTRICTIONS TO 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 instrument, or any benefits that may arise therefrom.
8. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
9. COMPLETION DATE. 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.

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

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

\_\_\_\_\_  
*Grants and Agreements Specialist*

\_\_\_\_\_  
*DATE*

*Approval:*

*This instrument is approved.*

\_\_\_\_\_  
*DENNIS BSCHOR*  
*Director*  
*Recreation Heritage and Wilderness Resources*

\_\_\_\_\_  
*DATE*

*AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

*Acceptance:*

\_\_\_\_\_  
*HAL BOYNE*  
*President*  
*American Avalanche Association*

\_\_\_\_\_  
*DATE*

# INTERAGENCY AGREEMENTS (IA)

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

## GENERAL REQUIREMENTS

- Performing agency shall recover full direct and indirect (overhead) costs of the work.
- 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.
- Payment can be either reimbursement or advance
- Format to use
  - Standard narrative template
  - AD-672 or
  - Other Agency format
- 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.

This authority CANNOT be used with Tribal Government – they are sovereign nations, not Federal agencies. Options 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.

## PROCESSING THROUGH THE IWEB SYSTEM

- Create a proposal in IWeb, completing all the applicable information in the Details, Contacts and Cooperator tabs.
- Attach the narrative and AD-672 in IWeb
- Accept and Approve the project through IWeb. The commitment process is applicable for this type of instrument when the Forest Service is the Requesting Agency.

**Samples: National Park Service – Narrative Agreement**

**US Army Corp of Engineers – AD-672 Reimbursement or Advance of Funds Agreement between Federal Agencies**

**INTERAGENCY AGREEMENT**  
**between**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ROCKY MOUNTAIN REGION**  
**and the**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**NATIONAL PARK SERVICE**

**01-IA-11244226-013**

This Interagency Agreement (IA) is made and entered into by and between the United States Department of Agriculture Forest Service, Rocky Mountain Region hereinafter referred to as the Forest Service and the United State Department of the Interior, National Park Service, hereinafter referred to as the National Park Service, under the provisions of the Economy Act of June 30, 1932 (31 U.S.C. 1535, Public Law 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. STATE OF MUTUAL BENEFITS AND INTERESTS:**

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. THE 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 MUTALLY AGREED AND UNDERSTOOD 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 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 non-cancelable 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:

	<i>Forest Service</i>	<i>Cooperator</i>
<i>Administrative Contact</i>	<i>David Parks</i>	<i>Ed Tafoya</i>
<i>Address</i>	<i>USDA Forest Service Region 2, Physical Resources 740 Simms Golden, CO 80401</i>	<i>National Park Service Denver Service Center PO Box 25287 Denver, CO 80225-0287</i>
<i>Telephone</i>	<i>(303) 275-5099</i>	<i>(303) 969-2116</i>
<i>E-Mail</i>	<i>dparks@fs.fed.us</i>	

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-11244226-013
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  
PO 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 on September 30, 2005, at which time it is subject to review and renewal, or expiration.

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

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

\_\_\_\_\_  
*Grants and Agreements Specialist*

\_\_\_\_\_  
*DATE*

*Approval:*

*This instrument is approved.*

\_\_\_\_\_  
*RICK CABLES  
Regional Forester  
Rocky Mountain Region*

\_\_\_\_\_  
*DATE*

***AUTHORIZED REPRESENTATIVES.*** *By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

*Acceptance:*

\_\_\_\_\_  
*ED TAFOYA  
Contracting Officer  
Denver Service Center, National Park Service*

\_\_\_\_\_  
*DATE*

## REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT

<b>1. AGREEMENT NUMBER (25)</b> 01-IA-11244226-013		<b>2. FISCAL YEAR (4)</b> 2001		<b>3. ESTIMATED AMOUNT (11)</b> \$20,000.00		<b>4. AGY. BILL IND. (1)</b> 1		<b>5. TRANS CODE (1)</b> 2		<b>6. ACTION CODE (1)</b> 1			
<b>7. AGENCY REQUESTING SERVICE</b>						<b>8. AGENCY PERFORMING SERVICE</b>							
NAME (32) USDA Forest Service, Lake Tahoe Basin Mgmt. Unit DUNS:						NAME (32) US Army Corps of Engineers, Sacramento District DUNS:							
1ST LINE ADDRESS (32) 870 Emerald Bay Road, Suite 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	
<b>9. SERVICE TO BE PERFORMED (Give brief explanation and basis for determining cost of services. Attach additional sheet if needed.)</b> 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 within 180 days following acceptance of funds.													
<b>10. LIST REFERENCES TO CORRESPONDENCE RELATIVE TO THIS WORK (Requesting Agency only.) (50)</b> IN ACCORDANCE WITH THE ECONOMY ACT OF JUNE 30, 1932, SECTION 601, 31 U.S.C. 1535													
FS Tech Contact: FS Adm Contact: FS ALC: 12401100F0L FS Agreement Number: 01-IA-11244226-013 FS MO#:						Corps of Engineers Tech Contact: Corps of Engineers Adm Contact: Corps of Engineers Agreement Number: Corps of Engineers ALC:							
<b>11. DURATION OF AGREEMENT</b>						<b>12. METHOD OF PAYMENT</b>							
EFFECTIVE DATE (From)			CONTINUING THROUGH			REIMBURSEMENT			ADVANCE OF FUNDS				
Upon Date of Last Signature			September 30, 2002			4 BILLING FREQUENCY			0 TYPE OF ACCOUNT				
<b>13. FINANCING (REQUESTING AGENCY - WHEN NOT SERVICED BY NFC)</b>													
APPROPRIATION SYMBOL AND TITLE 12 X 1105						PROJECT, ALLOTMENT, OR WORKPLAN NO. (As applicable)							
<b>14. FINANCING (REQUESTING AGENCY - WHEN SERVICED BY NFC)</b>													
AGENCY CODE	FUND CODE	ACCT. STATION	ACCOUNTING CLASSIFICATION				OBJECT CLASS	AMOUNT					
			A	B	C	D	Job Code						
11	24	42					IMBA09	2559	\$20,000.00				
<b>15. FINANCING (PERFORMING AGENCY)</b>													
AGENCY CODE	FUND CODE	ACCT. STATION	ACCOUNTING CLASSIFICATION				OBJECT CLASS	AMOUNT					
			A	B	C	D	E						
16. LEAVE FACTOR (3) (2) /		17. FICA FACTOR (3) (2) /		18. OVERHEAD FACTOR (3) (2) /									
<b>19. REQUESTING AGENCY APPROVAL</b>						<b>20. PERFORMING AGENCY APPROVAL</b>							
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											

**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 (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.

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

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.

## INTRA-AGENCY AGREEMENTS (IA)

No statutory authority is required for one Forest Service unit to perform work for another Forest Service unit.

### GENERAL REQUIREMENTS

- Use to document work performed at one Forest Service unit for another Forest Service unit, and the responsibilities of each.
- Funding may be transferred between units.
- An In-Service Authorization (ISA), FS-6500-46, may be used in conjunction with and Intra-Agency agreement, or in lieu of it. An ISA is **not** an agreement with an assigned number. It's a fiscal tool to exchange funds. If it's used in lieu of an intra-agency agreement, it **doesn't** go through an Agreements Coordinator for review and approval.
- The decision to use an intra-agency agreement versus an ISA is dependent on the complexity of the project, i.e. shared services between units.

### PROCESSING THROUGH THE IWEB SYSTEM

- Create a proposal in IWeb, completing all the applicable information in the Details, Contacts and Cooperator tabs.
- Attach the ISA in IWeb
- Accept and Approve the project through IWeb. The commitment process is non-applicable for this type of instrument.

**Samples: Job Corps/NA Agreement  
ISA Authorization**

**INTRA-AGENCY AGREEMENT**  
**between**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, ROCKY MOUNTAIN REGION**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, JOB CORPS NATIONAL OFFICE**

This Intra-Agency Agreement (IA) is made and entered into by and between the United States Department of Agriculture Forest Service, Rocky Mountain Region hereinafter referred to as the Forest Service and the United State Department of Agriculture 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 services.
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 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 the 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.
2. Pay for all salary, training, travel, and transfer-of-station expenses, as necessary, for Job Corps personnel and provide all management and supervision over the unit's personnel, budget, and organization.
3. Pay for all salary, training, travel, and transfer-of-station expenses, as necessary, for the service positions detailed in Clause B.9 through 11 above with the exception of HR service position which will be negotiated in a separate agreement. Job Corps will allocate funds to the Rocky Mountain Regional Office for negotiated salary costs outlined. Non-salary costs will be covered by Job Corps via job codes (direct override).

**D. IT IS MUTALLY 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. 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 party(s) expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
2. RESTRICTION TO 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 instrument, or any benefits that may arise therefrom.
3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

	<b>Regional Office</b>	<b>Job Corps</b>
<b>Technical Contact</b>	<i>David Heerwagen</i>	<i>James Everage</i>
<b>Address</b>	<i>USDA Forest Service, Region 2 PO Box 25127 Lakewood, CO 80225-0127</i>	<i>Job Corps National Office PO Box 25127 Lakewood, CA 80225-0127</i>
<b>Telephone</b>	<i>(303) 275-5449</i>	<i>(303) 275-5462</i>
<b>E-Mail</b>	<i>dheerwagen@fs.fed.us</i>	<i>jeverage/jc/usdafs@fsnotes</i>
<b>Administrative Contact</b>	<i>Cheri Schmitt</i>	<i>Wilma Vialpando</i>
<b>Address</b>	<i>USDA Forest Service, Region 2 PO Box 25127 Lakewood, CO 80225-0127</i>	<i>Job Corps National Office PO Box 25127 Lakewood, CA 80225-0127</i>
<b>Telephone</b>	<i>(303) 275-5280</i>	<i>(303) 275-5467</i>
<b>E-Mail</b>	<i>lwaida@fs.fed.us</i>	<i>wvialpando/jc/usdafs@fsnotes</i>

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 is subject to review and renewal, or expiration.

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

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

\_\_\_\_\_  
**Grants and Agreements Specialist**  
**Approval:**

\_\_\_\_\_  
**DATE**

*This instrument is approved.*

\_\_\_\_\_  
**LYLE LAVERTY**  
**Regional Forester**  
**Rocky Mountain Region**

\_\_\_\_\_  
**DATE**

**AUTHORIZED REPRESENTATIVES.** *By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

**Acceptance:**

\_\_\_\_\_  
**JAMES L. EVERAGE**  
**Director**  
**Job Corps National Office**

\_\_\_\_\_  
**DATE**

AUTHORIZATION FOR IN-SERVICE EXPENDITURES

Issuing Unit	Region	Authorization Number	Date
USDA Forest Service			
Type of Transfer		Interregional	Intraregional
To:		Unit	Region

You are hereby authorized to incur necessary expenditures for the following purposes (describe fully)

PLEASE USE OVER-RIDE TO CHARGE DIRECTLY TO OUR MANAGEMENT CODE AS STATED IN THE FINANCIAL HEALTH GUIDE

<b>Appropriation to be charged:</b> <b>Job Code      Fund/Unit      Fund Code</b>	<b>Estimated Cost</b> \$
<b>Vend ID.                      RQ#</b>	

You are authorized to transfer charges for the above work to the issuing office.

Signature of Authorizing Office & Date	Title
LYLE LAVERTY	REGIONAL FORESTER

Approved for Billing  
(To be completed by performing unit)

Appropriation to be credited	Amount	
Signature of Approving Officer	Title	Date

# COLLECTION AGREEMENTS (CO)

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.

Collection Agreements may involve either advances or reimbursements.

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.

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

1. Does the Forest Service 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 Forest Service 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.

The Cooperative Funds Act of June 30, 1914, as amended (16 USC 498) authorizes the Forest Service to collect funds from cooperators to perform work that's the responsibility of the Forest Service.

- 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:

- 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

The Granger-Thye Act of April 24, 1950 (16 USC 572) authorizes the Forest Service to collect funds from cooperators to perform work that's the responsibility of the cooperator.

- 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
- Overhead CANNOT be waived
- Acceptance of funds cannot be contingent on endorsement of firms or products
- Forest Service cannot be held liable for damage
- Acceptance of services is not authorized

Examples of types of work:

- Land Exchange Survey
- Biological Evaluations
- Cultural Resource Surveys
- Concessionaires

### **PROCESSING THROUGH THE IWEB SYSTEM**

- Create a proposal in IWeb, completing all the applicable information in the Details, Contacts and Cooperator tabs.
- Attach the ISA in IWeb
- Accept and Approve the project through IWeb. The commitment process is non-applicable for this type of instrument.

**Samples: California Land Management Agreement  
Small Tracts Act Agreement**

**COLLECTION AGREEMENT**  
**between**  
**CALIFORNIA LAND MANAGEMENT**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, TAHOE NATIONAL FOREST**

**01-CO-11244226-013**

This Collection Agreement is entered into by and between California Land Management, hereinafter referred to as CLM; and the United States 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).

**A. 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:

**B. THE COOPERATOR SHALL:**

1. ADVANCE PAYMENT BY COOPERATOR TO FOREST SERVICE. Upon presentation of a Bill of 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.
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 Services 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.

**C. 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 assess 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.

**D. 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:

	<i>Regional Office</i>	<i>Job Corps</i>
<i>Technical Contact</i>	<i>Dianna Suarez or Bob Moore</i>	<i>Red Wood or Jay Vanderpool</i>
<i>Address</i>	<i>USDA Forest Service Truckee Ranger Station 10342 Highway 89N Truckee, CA 96161</i>	<i>California Land Management 675 Gilman Street Palo Alto, CA 94300</i>
<i>Telephone</i>	<i>(530) 587-3558</i>	<i>1-800-995-9146 (ext. 54 or 47)</i>
<i>E-Mail</i>		

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 the 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.

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

\_\_\_\_\_  
*Grants and Agreements Specialist*

\_\_\_\_\_  
*DATE*

*Approval:*

*This instrument is approved.*

\_\_\_\_\_  
**STEVEN T. EUBANKS**  
*Forest Supervisor*  
*Tahoe National Forest*

\_\_\_\_\_  
*DATE*

**AUTHORIZED REPRESENTATIVES.** *By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

*Acceptance:*

\_\_\_\_\_  
**ERIC MART**  
*President*  
*California Land Management*

\_\_\_\_\_  
*DATE*

**COLLECTION AGREEMENT**  
**between**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, RIO GRANDE NATIONAL FOREST**  
**and**  
**ROBERT E. NOLEN, JR.**

**01-CO-11244226-013**

This Collection Agreement is entered into by and between the United States Department of Agriculture, Forest Service, Rio Grande National Forest, hereinafter referred to as 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 management problem.

**B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:**

Cooperators have been determined to be eligible applicants for the sale of Tract No. 3010 (documented in Small Tracts Act Case No. RG 3010). The Cooperators desire to provide certain expenses of consummating the sale of land, as provided in the Act of January 12, 1983 (96 Stat. 2535, 16 USC 521). It is to the advantage of both parties herein that the work or documents required for the consummation of the sale be performed or prepared in conformance with standards for conveyance of Federal land into private ownership. Completion of Small Tracts Act Case No. RG 3010.

**C. THE FOREST SERVICE SHALL:**

1. Bill the cooperator prior to the commencement of work for deposits sufficient to cover the estimated costs, \$1,503.00, 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 the 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.
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 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. 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 are:

	<i>Regional Office</i>	<i>Job Corps</i>
<i>Technical Contact</i>	<i>Wyoma Hansen</i>	<i>Robert Nolen, Jr.</i>
<i>Address</i>	<i>USDA Forest Service Rio Grande National Forest 1803 W. Hwy 160 Monte Vista, CO 8114</i>	<i>2650 Firewheel Drive Flower Mound, TX 75208</i>
<i>Telephone</i>	<i>(719) 825-5941</i>	<i>(972) 539-0608</i>
<i>E-Mail</i>		

4. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator. Due to processing costs, any balance less than \$40.00 will not be refunded.

5. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The Forest Service 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. Full credit shall be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
6. 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.
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 be 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 date of the last date shown below and expires on **September 30, 2005**, at which time it will be subject to review, renewal, or expiration.

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

\_\_\_\_\_  
*Grants and Agreements Specialist*

\_\_\_\_\_  
*DATE*

*Approval:*

*This instrument is approved.*

\_\_\_\_\_  
**STEPHEN F. PEDIGO**  
*Forest Supervisor*  
*Rio Grande National Forest*

\_\_\_\_\_  
*DATE*

**AUTHORIZED REPRESENTATIVES.** *By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

*Acceptance:*

\_\_\_\_\_  
**ROBERT E. NOLEN, JR.**  
*Cooperator*

\_\_\_\_\_  
*DATE*

## **CHALLENGE COST SHARE AGREEMENTS (CS)**

The Interior and Related Agencies Appropriations Act of 1992 (Public Law 102-154) 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.

- Expenditures shall be commensurate with value received.
- 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.
- No advance payments allowed.
- Appropriated funds cannot be used for improvements on non-federal lands.
- Match can be cash, real or personal property, services, and/or in-kind contributions.
- Financial plans required prior to start of work.
- Program income resulting from project must be shown on financial plan.
- 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)

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.

### **PROCESSING THROUGH THE IWEB SYSTEM**

- Create a proposal in IWeb, completing all the applicable information in the Details, Contacts and Cooperator tabs.
- Attach the narrative in IWeb
- Accept and Approve the project through IWeb. The commitment process is applicable for this type of instrument.

**Samples: Rocky Mountain Nature Association**

**CHALLENGE COST SHARE AGREEMENT**  
**between**  
**THE ROCKY MOUNTAIN NATURE ASSOCIATION**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, ROCKY MOUNTAIN REGION**

**01-CS-11244226-013**

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.

**A. PURPOSE:**

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:**

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:**

1. Reimburse the RMNA for certain actual expenses in an amount not-to-exceed \$30,000 as shown in the 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:**

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 with the Region.
2. Modify or re-design an electronic World Wide Web-based access which markets, reserves, or makes know 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 National Forest 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 stated goals. These goals will be agreed to in writing by both parties in accordance with E.7 below.
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 PRINCIPLELS. 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 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:
  - 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.
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 posed 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.
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:

	<b><i>Forest Service</i></b>	<b><i>RMNA</i></b>
<b><i>Technical Contact</i></b>	<i>Terri Liestman</i>	<i>Curt Buchholtz</i>
<b><i>Address</i></b>	<i>USDA Forest Service Rocky Mountain Region PO Box 25127 Lakewood, CO 80225-0127</i>	<i>Rocky Mountain Nature Assoc. Estes Park, CO 80517</i>
<b><i>Telephone</i></b>	<i>(303) 275-5051</i>	<i>(970) 586-0108</i>
<b><i>E-Mail</i></b>	<i>tliestman@fs.fed.us</i>	<i>Curt_buchholtz@nps.gov</i>

<i><b>Administrative Contact</b></i>	<i>LuAnn Waida</i>	<i>Heidi Knudsen</i>
<i><b>Address</b></i>	<i>USDA Forest Service Rocky Mountain Region PO Box 25127 Lakewood, CO 80225-0127</i>	<i>Rocky Mountain Nature Assoc. Estes Park, CO 80517</i>
<i><b>Telephone</b></i>	<i>(303) 275-5280</i>	<i>(970) 586-0108</i>
<i><b>E-Mail</b></i>	<i>lwaida@fs.fed.us</i>	<i>Heidi_knudsen@nps.gov</i>

18. AVAILABILITY OF FUNDS. Funds in the amount of \$30,000 are currently available for performance of this instrument through September 30, 2006. 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, 2006, 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.
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 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.

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.

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

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

\_\_\_\_\_  
*Grants and Agreements Specialist*

\_\_\_\_\_  
*DATE*

*Approval:*

*This instrument is approved.*

\_\_\_\_\_  
*RICK CABLES*  
*Regional Forester*  
*Rocky Mountain Region*

\_\_\_\_\_  
*DATE*

**AUTHORIZED REPRESENTATIVES.** *By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

*Acceptance:*

\_\_\_\_\_  
*CURT BUCHHOLTZ*  
*Executive Director*  
*Rocky Mountain Nature Association*

\_\_\_\_\_  
*DATE*

## EXEMPTED AGREEMENTS (LE and FI)

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:

1. Cooperative Law Enforcement Agreement. 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.

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.

2. Cooperative Fire Protection Agreements. Procedures for all existing and new Cooperative Fire Protection Agreements which are executed under the following authorities may continue:

- a. Granger-Thye Act, as Amended
- b. The Reciprocal Fire Act
- c. The Cooperative Funds and Deposits Act of December 12, 1975
- d. The Cooperative Funds Act of June 30, 1914

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.

### PROCESSING THROUGH THE IWEB SYSTEM

- Create a proposal in IWeb, completing all the applicable information in the Details, Contacts and Cooperator tabs.
- Attach the narrative in IWeb
- Accept and Approve the project through IWeb. The commitment process is non-applicable for this type of instrument.

**Samples: Cooperative Law Enforcement Agreement  
Cooperative Fire Protection Agreement**

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**between the**  
**COUNTY SHERIFF'S DEPARTMENT**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, NATIONAL FOREST**

**01-LE-11244226-013**

This Cooperative Law Enforcement 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.

**A. 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:

**B. THE COOPERATOR SHALL:**

1. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan.
2. 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.
3. 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 the Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
4. Upon the request of the Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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, 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.
10. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. Those 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 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 Cooperator 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 22025-9410 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. Monitor the Forest Service radio during the following time period(s): \_\_\_\_\_ between the dates of \_\_\_\_\_ and \_\_\_\_\_. Address any concerns or notify/request assistance from the Forest Service as required in the judgment of the Cooperator.

**C. THE FOREST SERVICE SHALL:**

1. Perform in accordance with the Operating Plan.
2. 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.

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

1. 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.
2. The principal contacts for this agreement are:

	<i>Forest Service</i>	<i>RMNA</i>
<i>Technical Contact</i>		
<i>Address</i>		
<i>Telephone</i>		
<i>E-Mail</i>		
<i>Administrative Contact</i>		
<i>Address</i>		
<i>Telephone</i>		
<i>E-Mail</i>		

3. 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 affect upon the responsibility of the Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
4. 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).
  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 Agreement Coordinator.
5. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
  6. 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.
  7. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
  8. 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.
  9. 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.
  10. 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 of 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 from (SD-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.

11. 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.
12. 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.
13. 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 the 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.
14. 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.

15. The Cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with US 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.
16. 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.
  17. 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.
  18. Execution of this agreement terminated Cooperative Law Enforcement Agreement No. \_\_\_\_\_, executed between the parties on \_\_\_\_\_.
  19. 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 non-cancelable obligations properly incurred up to the effective date of termination.
  20. 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 the Cooperator is approved to issue a contract it shall be awarded on a competitive basis.
  21. 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.
  22. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
  23. 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.

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

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

\_\_\_\_\_  
*Grants and Agreements Specialist*

\_\_\_\_\_  
*DATE*

*Approval:*

*This instrument is approved.*

\_\_\_\_\_  
*DALE P. McCORMICK*  
*Special Agent in Charge*  
*Region 2*

\_\_\_\_\_  
*DATE*

***AUTHORIZED REPRESENTATIVES.*** *By signature below, the cooperator certifies that the individuals listed in this document are representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.*

*Acceptance:*

\_\_\_\_\_  
*COUNTY COMMISSIONER*

\_\_\_\_\_  
*DATE*

**COOPERATIVE WILDLAND FIRE MANAGEMENT  
AGREEMENT  
Between  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

Northeastern Area, Agreement No.: 00-FI-112442250-008-A  
DUNS number: 929332484

**AND**

**STATE OF MINNESOTA**  
DUNS number: 879399095

**By THE FOLLOWING FEDERAL AUTHORITIES:**

Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856)  
Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended)  
Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)  
Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)  
Homeland Security Act of 2002 (H.R. 5005-8)  
Homeland Security Presidential Directive-5 (HSPD-5)  
National Indian Forest Resources Management Act (P.L. 101-630, Title III)  
Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315)  
Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572)  
Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565)  
Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101)  
Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498)  
Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)  
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(c)  
Watershed Restoration and Enhancement Act of 1998, P.L. 105-77  
NPS Organic Act (16 U.S.C.1)  
National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended)  
National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57)

**By THE FOLLOWING STATE AUTHORITIES:**

**Minnesota Statutes 84.025 subd. 7, 89.01 subd. 4, 90.041 subd. 1 and 471.59.**

<b>Authorities -----</b>	<b>2</b>
<b>Purpose</b>	<b>4</b>
<b>Recitals-----</b>	<b>5</b>
<b>National Incident Management System</b>	<b>5</b>
<b>Annual Operating Plans -----</b>	<b>6</b>
<b>Interagency Dispatch Center</b>	<b>6</b>
<b>Eastern Area Coordination Center -----</b>	<b>6</b>
<b>Interagency Resources</b>	<b>6</b>
<b>Standards -----</b>	<b>6</b>
<b>Safety</b>	<b>6</b>
<b>Definition of Responsibilities -----</b>	<b>7</b>
<b>Acquisition of Fire Management Services</b>	<b>7</b>
<b>Joint Projects and Project Plans -----</b>	<b>7</b>
<b>Fire Prevention</b>	<b>7</b>
<b>Prescribed Fire and Fuel Management -----</b>	<b>7</b>
<b>Forest Service Shall Furnish Personnel</b>	<b>8</b>
<b>State Shall Furnish Personnel -----</b>	<b>8</b>
<b>Appropriated Fund Limitation</b>	<b>8</b>
<b>Duration of Assignments -----</b>	<b>8</b>
<b>Loaned Equipment and Supplies</b>	<b>8</b>
<b>Training -----</b>	<b>8</b>
<b>Communication Systems</b>	<b>8</b>
<b>Fire Weather Systems -----</b>	<b>9</b>
<b>Aviation Operations</b>	<b>9</b>
<b>Personnel Policy -----</b>	<b>9</b>
<b>Mutual Sharing Information</b>	<b>9</b>
<b>Accident Investigation -----</b>	<b>9</b>
<b>Compensation for Injury and/or Illness</b>	<b>9</b>
<b>Waiver -----</b>	<b>9</b>
<b>Modifications</b>	<b>10</b>
<b>Annual Review-----</b>	<b>10</b>
<b>Duration of Agreement</b>	<b>10</b>
<b>Previous Agreements Superceded-----</b>	<b>10</b>
<b>Authorized Representatives</b>	<b>10</b>
<b>Signatures-----</b>	<b>10</b>

## **EXHIBIT A. GLOSSARY OF TERMS**

### **PURPOSE**

The purpose of this Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement. The Agencies to this Agreement are The State of Minnesota, hereinafter called the State; and the United States Department of Agriculture Forest Service, Northeastern Area: hereinafter called the Forest Service.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of Federal, State and Tribal Agency resources. This agreement also documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities during Presidential-declared disasters.

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the National Wildfire Coordinating Group web-page ([www.NWCG.gov](http://www.NWCG.gov)) and in the Glossary attached as Exhibit A.

## RECITALS

1. Lands for which the State is responsible for wildland fire protection in Minnesota, and the lands for which the Forest Service is responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
2. The Agencies to this Agreement maintain fire protection and fire management organizations;
3. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility; and to limit duplication and improve efficiency and effectiveness;
4. It is the intent of the Agencies hereto that State resources be available to assist in fire management activities and non fire emergencies (as authorized under the Robert T. Stafford Disaster Relief and Emergency Act) on all federal lands, and on other lands upon which the Forest Service is responsible to protect or respond, including fires in Canada and Mexico. Activities under this agreement include but are not limited to fire suppression, fire prevention, pre-positioning of resources in anticipation of fire activity, and prescribed fire activities.
5. It is the intent of the Agencies hereto that federal resources are available to assist in fire management activities on all state and private lands the State is responsible to protect; and the USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

### INTERAGENCY COOPERATION

6. **National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS) and in accordance with the DHS *National Response Plan*. In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The NIMS concepts that will be followed include Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
7. **Annual Operating Plans:** The Annual Operating Plan will tier to this Agreement and shall be developed to provide:
  - A. Specific details of reimbursable and non-reimbursable costs and services,

- including provisions for overhead costs and indirect costs, including costs associated with union agreements.
- B. Specific details of qualifications and training standards for firefighters, equipment and vehicle operators.
  - C. Specific details of billing and payment for resources and services provided through this agreement.
  - D. Designations of authorized agency representatives – and their signatures.
  - E. Specific information for out-of-state mobilization of State personnel and equipment – to include pay schedules, duration of assignments, fiscal procedures, and interagency training and qualifications standards.
8. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate. Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and will be documented in an annual operating plans and/or appropriate mobilization guides.
9. **Eastern Area Coordination Center:** The Agencies to this Agreement recognize the Eastern Area Coordination Center, as the Geographic Area Coordination Center (GACC) for the Northeastern Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Center as appropriate. Agencies to this Agreement are not precluded from independent movement of resources.
10. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources and will be agreed to and documented in local operating plans.
11. **Standards:** It is the goal of the Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.

## **PREPAREDNESS**

12. **Safety:** It is mutually agreed by the Agencies to this Agreement that firefighter and public safety shall take priority over all else in fire and non-fire incident management activities. Each Agency will assure compliance with established safe firefighting and work practices as referenced in the *National Wildfire Coordinating Group (NWCG) Fireline Handbook*, the *National Interagency Mobilization Guide*, and the *Eastern Area Interagency Mobilization Guide*.
13. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:
- A. Jurisdictional Agency - The Agency within this Agreement that has overall land and resource management and/or protection responsibility as provided by federal

or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

- B. Protecting Agency - The Agency within this Agreement providing fire management services to a given area pursuant to this Agreement.
- C. Supporting Agency – An Agency within this Agreement providing assistance.

14. **Acquisition of Fire Management Services:** One Agency may provide fire management services on lands under the jurisdiction of another. Factors to consider in establishing the fee or rate of exchange will be based upon equivalent comparable costs, acreage involved, complexity, workload, staffing, organization, performance, and/or available resources with consideration for values at risk, and other factors as may be appropriate and mutually agreed to by the affected Agencies to this Agreement. If an imbalance exists, the protecting Agency will bill the jurisdictional Agency. The terms and conditions of such arrangements must be included in annual operating plans.
15. **Joint Projects and Project Plans:** The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.
16. **Fire Prevention:** The Agencies to this Agreement agree to cooperate in the development and implementation of fire prevention programs. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs.
17. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazard.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented on a Supplemental Prescribed Fire Plan, as an addendum to the Annual Operating Plan.

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

#### **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

18. The Forest Service shall furnish personnel and firefighting equipment to the State at the request of an authorized State officer. Requests will be honored as current conditions permit. All such efforts shall be reimbursed by the State, as provided for in the Annual Operating Plan.

19. The State shall furnish personnel and equipment to the Forest Service at the request of an authorized Forest Service Officer. Requests will be honored as current conditions permit. The Forest Service, as provided for in the Annual Operating Plan, shall reimburse all such efforts by the State.
20. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Agencies to this Agreement to expend funds, or as involving the United States, or the State in any contract or other obligation for the future payment of money in excess of funding approved and made available for payment to meet the commitments of this Agreement and modifications thereto.
21. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires and emergency incidents. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
22. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear accepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.
23. **Training:** Agencies to this agreement shall accept qualifications for personnel currently employed and certified by the other Agency; or other non-Agency cooperators (such as city and rural fire departments) who are hired as Administratively Determined (AD) personnel when participating in cooperative fire management efforts, provided they meet the minimum position requirements as specified in the NWCG Wildland and Prescribed Fire Qualifications Systems Guide, PMS 310-1.
24. **Communication Systems:** The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.
25. **Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system.
26. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. When either Agency requires aviation resources other than those assigned to them, or available through other agreements, shall order additional resources through the Eastern Area Coordination Center. Each Agency will conduct aviation operations in compliance with their own manuals, guides and/or handbooks. Only Forest Service or Aviation Management Division (AMD, formerly OAS) certified aircraft and pilots will be used for transporting federal employees. Aerial operations conducted by the State will follow state regulations except in

joint operations with federal resources, or on a federal mission.

27. **The Annual Operating Plan** will establish the extent of reimbursable services to be furnished by each agency. It will provide that salary and wage costs for personnel assigned under this agreement will be at the actual cost of the sending agency.

### GENERAL PROVISIONS

28. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of the employing Agency.
29. **Mutual Sharing of Information:** In accordance with applicable state and federal rules and regulations, Agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
30. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
31. **Compensation for injury and/or illness:** The Annual Operating Plan will establish that the NWCG Interagency Business Management Handbook will be used as the guidelines for compensation for medical treatment, for injury and/or illness suffered by responders under this agreement. The expenses associated with Office of Workers Compensation (OWCP) compensation under this agreement will be bourn by the employing agency.
32. **Waiver:** It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Payment of third party claims will be bourn by the protecting agency.
33. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
34. **Annual Review:** If deemed necessary, prior to March 1, representatives of the State and the Forest Service will meet and review matters of mutual concern. The Annual Operating plans will be reviewed annually and revised as necessary.
35. **Duration of Agreement:** This Agreement shall commence on the date the last Agency signs below and shall remain in effect for five years from that date. Either agency shall have the right to terminate their participation under this Agreement by providing 60 days

advance written notice to the other Agency.

36. **Previous Agreements Superseded:** This Agreement supersedes Cooperative Wildland Fire Management Agreement Number: 00-FI-11244225-008, signed and dated September 27, 2002 as amended.

37. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, ) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

**IN WITNESS WHEREOF**, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDA FOREST SERVICE  
Northeastern Area, State & Private Forestry

STATE OF MINNESOTA  
Department of Natural Resources

\_\_\_\_\_  
KATHRYN P. MALONEY,  
Area Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
DAVID EPPERLY,  
State Forester  
Date: \_\_\_\_\_

Attachment: Exhibit A

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT**  
**EXHIBIT A**  
**GLOSSARY OF TERMS**

**Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency, which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident and reports to the Liaison Officer.

**Agency Administrator:** Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; State Forester, etc.

**Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

**Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

**Indirect Cost:** A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

**Interagency:** Involvement of two or more agencies to this Agreement.

**Jurisdictional Agency:** The Agency within this Agreement that has overall land and resource management and/or protection responsibility as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

**Operating Plan - Statewide:** A plan, which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

**Overhead Costs -** These, as applicable to services provided for under this agreement, are those costs not directly chargeable to suppression efforts, but which are part of the overall cost of the operation.

**Prescribed Fire:** Any fire ignited by management actions to meet specific objectives.

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

**Protecting Agency:** The Agency within this Agreement providing fire management services to a given area pursuant to this Agreement.

**Protection:** The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

**Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating supplies for equipment assigned to the incident such as fuel, oil, and equipment

repairs.

- Aircraft, airport fees, and retardant costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs, as specified in the Annual Statewide Operating Plan

**Supporting Agency:** An Agency within this Agreement providing assistance.

**Suppression:** All the work of extinguishing or confining a fire beginning with its discovery.

**Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

**Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.

**Wildland Fire Use:** The application of the appropriate management response to naturally ignited wildland fires to accomplish specific resource management objectives in predefined designated areas outlined in Fire Management Plans.

**Wildland Fire:** Any non-structure fire, that occurs in the wildland. Three distinct types of wildland fire have been defined which include **wildfire, wildland fire use** and **prescribed fire**.

# **2006 ANNUAL OPERATING PLAN**

Between

## **UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE**

Northeastern Area Agreement No.: 00-FI-11244225-017-A  
DUNS number: 929332484

And

**State of Missouri,  
Department of Conservation  
DUNS number: 879016764**

This plan is appended to and made a part of the Cooperative Fire Control Agreement between the Area Director, Northeastern Area, State and Private Forestry; and the State Forester, Missouri Department of Conservation.

## TABLE OF CONTENTS

<b>1</b>	<b>Introduction -----</b>	<b>3</b>
<b>2</b>	<b>Specific Details</b>	<b>3</b>
<b>3</b>	<b>Crew Composition and Organization -----</b>	<b>3</b>
<b>4</b>	<b>Type 2-IA Crews</b>	<b>3</b>
<b>5</b>	<b>IARR -----</b>	<b>3</b>
<b>6</b>	<b>Qualifications</b>	<b>3</b>
<b>7</b>	<b>Drivers and Equipment Operators -----</b>	<b>3</b>
<b>8</b>	<b>Administratively Determined Hires (AD's)</b>	<b>3</b>
<b>9</b>	<b>Personal Protective Equipment -----</b>	<b>4</b>
<b>10</b>	<b>Electronic Equipment</b>	<b>4</b>
<b>11</b>	<b>Equipment Damages -----</b>	<b>4</b>
<b>12</b>	<b>Duration of Assignment</b>	<b>4</b>
<b>13</b>	<b>Mobilization -----</b>	<b>4</b>
<b>14</b>	<b>Billing Procedures</b>	<b>4</b>
<b>15</b>	<b>Reimbursable Costs</b>	<b>4</b>
<b>16</b>	<b>Federal Billings -----</b>	<b>5</b>
<b>17</b>	<b>Electronic Transfer Funds</b>	<b>5</b>
<b>18</b>	<b>State Billings -----</b>	<b>5</b>
<b>19</b>	<b>FEMA Incident Billings</b>	<b>5</b>
<b>20</b>	<b>Sharing Resource Order Numbers-----</b>	<b>5</b>
<b>21</b>	<b>Billing Timeframes</b>	<b>5</b>
<b>22</b>	<b>Billing Content (Suppression Bills) -----</b>	<b>6</b>
<b>23</b>	<b>Billing Content (Non-Suppression)</b>	<b>6</b>
<b>24</b>	<b>Overhead Costs -----</b>	<b>6</b>
<b>25</b>	<b>Payment Due</b>	<b>6</b>
<b>26</b>	<b>Contested Billings -----</b>	<b>7</b>
<b>27</b>	<b>Commissary Privileges</b>	<b>7</b>
<b>28</b>	<b>Compensation for Injury or Illness -----</b>	<b>7</b>
<b>29</b>	<b>O.W.C.P. Expenses</b>	<b>7</b>
<b>30</b>	<b>Federal Employee's Compensation Act (FECA) ----</b>	<b>7</b>
<b>31</b>	<b>Pay Plan for Emergency Firefighters (AD)</b>	<b>7</b>
<b>32</b>	<b>“ -----</b>	<b>8</b>
<b>33</b>	<b>“</b>	<b>8</b>
<b>34</b>	<b>Authorized Persons -----</b>	<b>8</b>
<b>35</b>	<b>Miscellaneous Conditions</b>	<b>8</b>
<b>36</b>	<b>Financial Contacts -----</b>	<b>8</b>
	<b>Signatures</b>	<b>9</b>

1. **Introduction:** This Annual Operating Plan is appended to and made a part of the Cooperative Fire Control Agreement Number 00-FI-11244225-009-A, dated June 29, 2006, between the Area Director, Northeastern Area, State and Private Forestry, USDA Forest Service and the State Forester, Department of Conservation, State of Missouri.
2. **The Annual Operating Plan provides:** Specific details of reimbursable and non-reimbursable costs and services, including provisions for overhead costs and indirect costs, including costs associated with union agreements.
  - Specific details of qualifications and training standards for firefighters, equipment and vehicle operators.
  - Specific details of billing and payment for resources and services provided through this agreement.
  - Designations of authorized agency representatives – and their signatures.
  - Specific details for out-of-state mobilization of State personnel and equipment – to include pay schedules, AD hiring procedures, duration of assignments, fiscal procedures, and interagency training and qualifications standards.
3. **Crew Composition and Organization:** The standard Type 2 crew size is 20 people maximum (18 minimum) including Crew Boss, Crew Representative and any associated trainees, if permitted. A typical crew should consist of a Crew Boss, a Crew Representative (if required) or Crew Boss Trainee, 3 Firefighter Type 1's (FFT1) and 15 Firefighter Type-2s, for a total crew complement of 20 persons.
4. **Type 2-IA Crews:** The standard for Type 2-IA (Initial Attack) Crews, is 20 people maximum (18 minimum) including Crew Boss, 3 ICT-5s and 3 qualified Sawyers.
5. **IARR:** A qualified Interagency Resource Representative, (IARR) will be assigned to assist state fire crews when 4 or more crews are mobilized to an incident.
6. **Qualifications:** All persons dispatched to fires and non fire incidents under this agreement will meet the minimum training, experience and physical fitness standards specified in National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications Guide 310-1, for the positions to which they are assigned.
7. **Drivers and Equipment Operators:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles if the operator is qualified by the current operating guidelines and training requirements of their own agency. Driving will be for official purposes only. Any liability resulting from vehicle driving outside of official purposes will not be bourn by the agency providing the vehicle. Missouri State personnel are not required to hold Forest Service-issued identification cards to operate Missouri State vehicles / engines that have been requisitioned for out of state assignments.
8. **Administratively Determined (AD) Hires:** The State agrees that personnel currently employed by the State and other non-Federal firefighters (such as, local city and rural fire department personnel) who are hired as Administratively Determined (AD) personnel under this agreement, will meet the minimum position requirements as specified in the NWCG Wildland and Prescribed Fire Qualifications Systems Guide, PMS 310-1 (sec. 12 and FSM 5108). Certification for position qualifications will be the Interagency Qualifications Card, (Red Card).

9. **Personal Protective Equipment :** The State will provide Personal Protective Equipment (PPE) and other fire equipment as specified in NWCG Fireline Handbook 410-1 for firefighters mobilized under this Agreement; and will assure that each firefighter is equipped with personal clothing and other personal items as specified in the Eastern Area Mobilization Guide.
10. **Electronic Equipment:** The Forest Service may provide cellular telephones and laptop computers when authorized for use on an incident. State issued computers, cell phones or electronic equipment ordered on a resource order shall be covered under this agreement, authorized for use and subject to cost reimbursement. The use of personal cellular telephones and laptop computers is not covered under this agreement.
11. **Damaged Equipment:** Damages to state owned equipment beyond normal wear and tear will be reimbursed by the requesting agency upon proper documentation as identified in the Interagency Incident Business Management Handbook, Chapters 35 & 36.
12. **Duration of Assignment:** Forest Service and State personnel dispatched under this agreement will be available to the receiving unit for a maximum period of 14 days, excluding travel, unless established otherwise at the time of dispatch. The assignment time may be extended up to 21 days, including travel, with the consent of the State Forester or his / her designee. Individual firefighters will not be released from an incident prior to release of the entire crew except when it has been determined by the sending unit and the receiving unit that a personal emergency or hardship exists which justifies the firefighter's release at the receiving agency's expense. Release of individuals, not meeting these criteria, will be at personal expense of the individual
13. **Mobilization:** All firefighters will be dispatched in accordance with the National and/or Eastern Area Coordination Center Mobilization Guide. The sending agency will arrange transportation to and from the designated mobilization point or within Area incident, as appropriate. When authorized on a resource order, vehicle rentals should be rented on agency or state government credit cards. Personal rentals are not covered by the National Car Rental Agreement. Airline ticketing and travel arrangements for crews and single resources will be provided by the Forest Service.
14. **Billing Procedures:** This Agreement establishes the extent of reimbursable services to be furnished by each agency. It will provide that salary and wage costs for personnel assigned under this agreement will be at the actual cost of the sending agency.
15. **Reimbursable Costs & Services:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement will be reimbursable. Such costs may include, but are not limited to, the following:
  - Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
  - Additional support dispatching, warehousing or transportation services supporting a resource order.
  - Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
  - Operating supplies for equipment assigned to the incident such as fuel, oil, and

- equipment repairs.
- Aircraft, airport fees, and retardant costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs, as specified in the section 24 of this Annual Operating Plan

16. **Federal Billings:** The Forest Service will submit bills for reimbursable costs to the State whenever the Forest Service is the protecting / supporting Agency and billing is appropriate. Reimbursement will be made payable to USDA, Forest Service, C/O Citibank, P.O. Box 894183, Los Angeles, CA 90189-4183.

17. **ELECTRONIC FUNDS TRANSFER (EFT)** The State 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 EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

- The payment recipient does not have an account at a financial institution.
- EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.

In order to receive EFT payments, the State shall register in the Central Contractor Registry (CCR) at [www.ccr.gov](http://www.ccr.gov) and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

18. **State Billings:** The State will submit bills for reimbursable costs (as defined in the Cooperative Wildland Fire Management Agreement, Exhibit-A, Glossary of Terms), to the Forest Service whenever the State is the protecting / supporting Agency and billing is appropriate. Anytime the State responds in support of the Forest Service under this Agreement, the State will bill all applicable costs to the Forest Service. Bills will be sent to USDA Forest Service, Eastern Area Coordination Center, BHW Federal Building, 1 Federal Drive, Box 29, Rm. G-20, Fort Snelling, MN 55111-4080.

Reimbursements to the State will be made payable to: Missouri Department Conservation and correspondence will be mailed to Missouri Department of Conservation, 2901 West Truman Blvd., Box 180, Jefferson City, MO. 65102-0180

19. **FEMA Incident Billings:** The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies.

20. Agencies will share their respective individual incident resource order numbers for cross-referencing purposes if requested.

### **Suppression/Non-Suppression Billing Estimate and Timeframes:**

21. On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 120 days after the incident is controlled. If the total cost is not known at the time of the initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 180 days after the State's resources have returned from the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

For year-end obligation purposes, the Forest Service will submit unpaid obligation figures to the State by June 1. The State will submit unpaid obligation figures to the Forest Service by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number or mission assignment number (MA) and federal job code and override.

22. **Billing Content (Suppression Bills):** Invoices will be identified by and include:

- Cooperator name, address, phone number, agency financial contact
- Invoice or bill number
- Agreement number
- Name of incident, incident number and inclusive dates (a copy of the resource order is preferred)
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-Code/override)
- Summary cost data for the amount being billed

Generally, cost source documents will not be required unless summary cost data is disputed, or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

23. **Non-Suppression Billing Content (FEMA):** Invoices will be identified by and include:

- Cooperator name, address, phone number, agency contact
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident, incident number and mission assignment (1 invoice per MA)
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed

Generally, cost source documents will not be required unless summary cost data is disputed, or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

24. **Overhead Costs:** Billings for State and Forest Service incident assistance may include administrative overhead, which is not to exceed the predetermined State indirect cost rate,

negotiated annually with the cognizant Federal Agency for the State (OMB Circular A-87). Forest Service billings will include administrative overhead costs, at the rate of 17.8%.

25. **Payment Due:** Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures.
26. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing Agency within 60 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved no later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
27. **Commissary Privileges:** Each Agency to this Agreement agrees to provide incident personnel commissary privileges, when available. These privileges must be cash only for State employees. Commissary expenditures will not be itemized on the individual fire time reports of State personnel and cannot be deducted from the State's reimbursement claims. Commissary privileges shall be provided for personnel hired under the Pay Plan for Emergency Firefighters (AD). Purchases will be deducted on individual fire time reports.
28. **Compensation for Injury or Illness:** Agencies to this Agreement agree to follow the guidelines for compensation that have been established in the Interagency Incident Business Management Handbook. Compensation for medical treatment that has been provided for injury or illness suffered by responders under this Agreement will generally be borne by the responder's respective Agency's Office of Workers' Compensation Program (OWCP), except in those cases where the incident has established Agency Provided Medical Care (APMC). The intent of APMC is to provide reasonable and initial medical care to individuals who suffer minor injuries or illnesses while on an incident assignment. Under APMC, reasonable and initial medical assistance includes treatment by a clinic, hospital and physician services and supplies, prescriptions, and one follow-up visit. This coverage is separate from, and not under, any authority or provisions of the Federal Employee's Compensation Act (FECA) or state workers' compensation programs. State compensation coverage varies from state to state.
29. **O.W.C.P Expenses:** O.W.C.P. compensation for injury or illness caused to personnel while performing their duties under this agreement will be borne by the employing Agency.
30. **Federal Employee's Compensation Act (FECA):** All federal employees, casuals, and personnel covered by a written agreement that contains FECA authorities, who sustain job-related injuries and illnesses in the performance of duty, are covered by FECA (20 CFR 10). State employees are not covered under FECA unless they have been hired as AD firefighters.
31. **Pay Plan for Emergency Firefighters (AD)** By way of this agreement, the State may elect to incorporate Casual Firefighters (AD's) on the state fire crews through the Forest Service AD Hiring Authority. In those instances, the state may designate specific individuals within the state to act as the state's AD hiring representatives. The state's AD Hiring Representative will be responsible for collecting, verifying and signing all **AD hiring documentation required under the AD Hiring process**. When acting for the Northeastern Area, the state agrees to provide to the EACC - AD Hiring Official, a hiring forms package for each AD hired. The hiring package will include:

- A complete **INS Form I-9** with original signatures, (which must be refreshed every three years). I-9 forms must be filled out completely, using the documentation as specified in the I-9 instructions
- Federal W4, and State Tax Forms
- Electronic bank deposit forms if submitted by the ADs
- Emergency Firefighter Time Report (OF-288) with an original copy of the Single Resource Casual Hire Information Form. **The OF-288 and attached Single Resource Casual Hire form must remain with the firefighter throughout the assignment.**

32. The wages of personnel who are paid under the provisions of the Pay Plan will be those in the current Pay Plan for Emergency Firefighters by AD classification. Rates for AD-A through AD-K will be those listed in the Interim Directive to 5109.34, Chapter 10, Section 13.6, Interagency Incident Business Management Handbook. The pay rate will be established at the point of hire and documented on the OF-288 or the Single Resource Casual Hire Information Form. The rate established at the point of hire will remain in effect regardless of the location of the incident.

Employees paid under the Pay Plan will be paid following their return to the State. In this case, the State will assist when requested in the submission of fire time reports for AD firefighters who are state or local government employees to EACC. The state will submit fire time reports to EACC for processing within 10 days of return.

33. Employees in the AD category are covered by the provisions of the Federal Employees Compensation Act (5 U.S.C., Chapter 81). Procedures for processing claims through the Office of Workers' Compensation (O.W.C.P.) are contained in Chapter 10, Sections 15-17, Interagency Incident Business Management Handbook, FSH 5109.34.

#### 34. **Persons Authorized to Administer this Agreement**

- The Assistant Director of Cooperative Fire Protection or Acting is authorized to act for the Area Director concerning this agreement.
- The State Forester or Acting is authorized to act for the State concerning this agreement.

35. **Miscellaneous Conditions:** This agreement will remain in effect through June 1, 2007 and may be extended by request of either party in writing until September 30, 2007 to insure emergency mobilization of resources are not interrupted.

#### 36. **Financial Contacts**

**Missouri Dept. of Conservation  
Forestry Division**

**Mike Huffman**  
P O Box 180  
Jefferson City, MO 65102

**USDA Forest Service, Northeastern  
Area, State and Private Forestry**

**Terry Gross**  
11 Campus Blvd, Suite 200  
Newtown Square, PA 19073  
Tel.: (610) 557-4142

By: \_\_\_\_\_  
KATHRYN P. MALONEY  
Director, Northeastern Area  
State and Private Forestry  
USDA – Forest Service

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
LISA ALLEN State Forester  
Department of Conservation  
State of Missouri

\_\_\_\_\_  
Date

## **DISTRIBUTION OF INCOMING MAIL AND FAXES**

### **INCOMING MAIL**

Date stamp all incoming mail

- If multiple items are sent under one cover letter, ensure that all documents are stamped (e.g., Financial Status Reports, progress reports, invoices, etc.)
- The date stamp machine does not automatically change to the next month so make sure date stamp has been changed for the current month and year. This is done manually by opening the top of the machine.

Most incoming mail comes for a specific State or individual. Distribute mail according to organization chart (match State with Grant Specialist/Program Support Assistant) and place in the appropriate mail folder. However, the following is a list of exceptions:

- Quarterly accrual reports – Group Leader’s inbox
- Requisition invoices for credit card purchases– Staff member holding government credit card

### **INCOMING FAXES**

GAAM relies heavily on the timely receipt of incoming faxes. Many if not most of the countersigned copies that are completed by our cooperators are faxed to GAAM throughout the fiscal year and nearly all of the accrual reports received by GAAM are received via fax. Therefore, it is important that the fax machine is checked daily, on a regular basis, for all incoming faxes. In addition, the fax machine should be checked often for quality and quantity of toner as well as the paper supply. The fax machine should never be used as a copier at any time.

- If the documentation is addressed to a Grants Specialist or Program Support Assistant, the entire faxed document should be placed in the appropriate mail folder.
- If a name is not listed, but the documentation is for a specific state, please place in the mail folder for the individual responsible for that state.
- If the fax is in response to quarterly accrual requests, it should be placed in the Group Leader’s mail folder.

Please ensure that if multiple pages are received the fax is stapled or paper clipped before placing in the appropriate mail folder.

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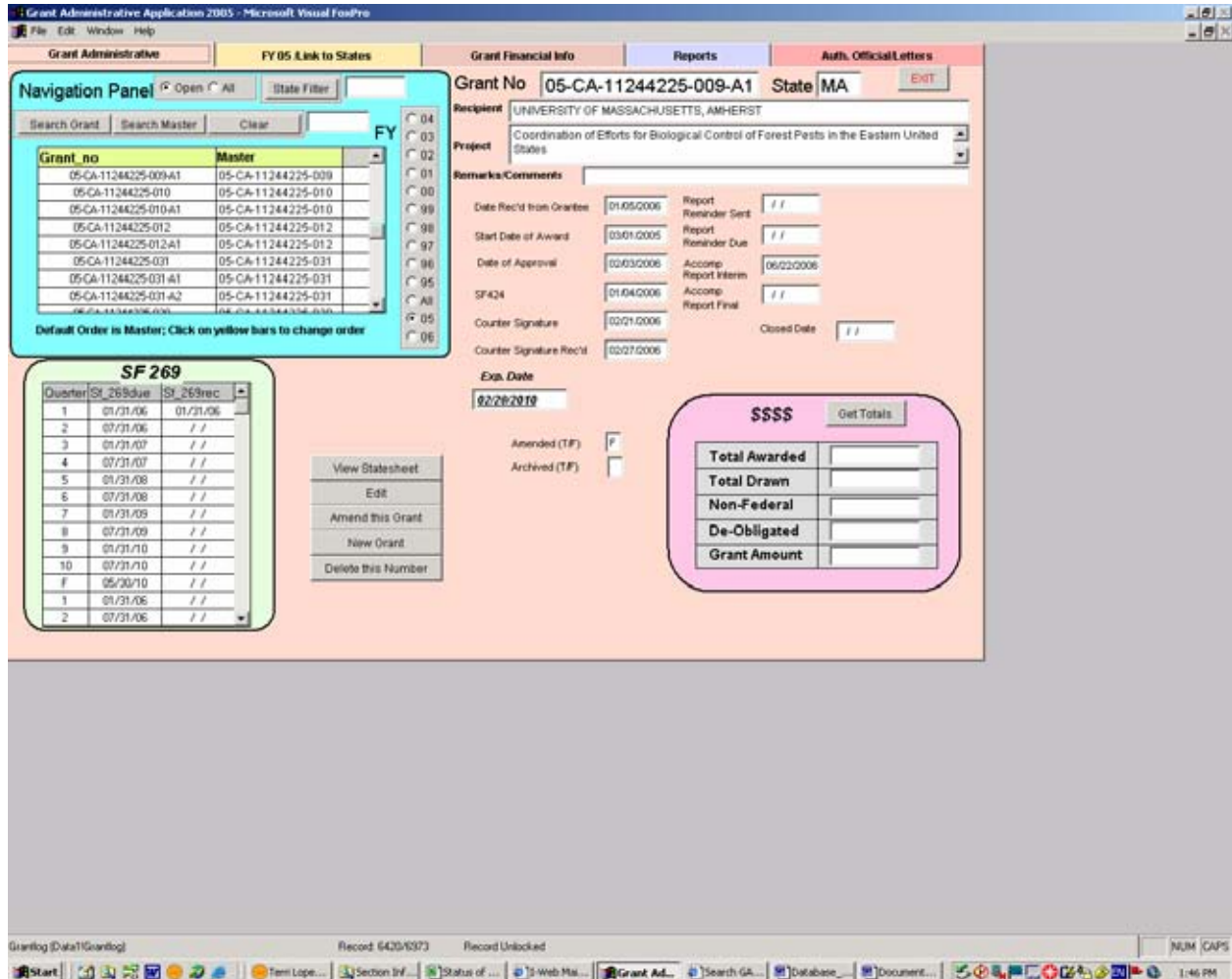
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Please ensure that if multiple pages are received the fax is stapled or paper clipped before placing in the appropriate mail folder.

# GRANTS DATABASE MANAGEMENT



## GRANT ADMINISTRATION TAB

### Steps for modifying a grant:

**Note:** An amendment to any grant or an agreement which includes an increase in funds will be completed by the Database Manager.

#### ▪ **For no-cost modifications:**

- Choose the grant number from the Navigation Panel
- Click on the Amend this Grant button
- Type in the amendment number
- Complete the applicable information
  - Date Rec'd from Grantee
  - Date of Approval
  - Expiration Date
  - Countersignature (when returned from grantee)
  - Countersignature Rec'd (when returned from grantee)
- Click the Save button. In the event that you do not want to save the information you just entered, press the Quit button.

- **Steps for updating post-award info:**

- Chose the grant number from the Navigation Panel
- Click on the Edit button
- Depending upon the action being taken, the following fields can be completed as needed:
  - Accomplishment Report information
  - SF-269 information
  - Report Reminder Sent
  - Report Reminder Due
  - Remarks/Comments section
- Click the Save button. In the event that you do not want to save the information you just entered, press the Quit button.

The Database Manager will verify that all information in the database is updated and correct.

(Click on BLUE Columns to set Order)

State	Grant_no	Master	Recipient	Project_gr	Cpg	Pin	Remarks	Start
MI	04-CA-11244225-289-A2	04-CA-11244225-28	MICHIGAN STATE UNIVERSITY	Predicting sp			Memo	05/0
MI	05-CA-11244225-143-A2	04-CA-11244225-35	MICHIGAN STATE UNIVERSITY	Distribution a			Memo	04/0
MI	05-CA-11244225-153-A1	04-CA-11244225-36	Michigan Technological University	Interactions A			Memo	04/0
MI	04-CA-11244225-407-A1	04-CA-11244225-40	MICHIGAN STATE UNIVERSITY	Developing H			memo	05/1
MI	04-CA-11244225-410-A2	04-CA-11244225-41	MICHIGAN STATE UNIVERSITY	Development			memo	07/0
MI	04-CA-11244225-464-A1	04-CA-11244225-46	NORTHERN ECONOMIC INITIATIVE	The Electroni			memo	09/0
MI	04-DG-11244225-045-A1	04-DG-11244225-04	MICHIGAN DEPARTMENT OF NATU	CPO			memo	10/0
MI	04-DG-11244225-048-A2	04-DG-11244225-04	Department of Natural Resources	Forest Legat			Memo	10/0
MI	04-DG-11244225-344	04-DG-11244225-34	MICHIGAN STATE UNIVERSITY	Michigan Fire			memo	07/0

## REPORTS TAB

From this tab reports can be generated to assist the Grants Specialists/Program Support Assistants to manage and maintain the grant files with current reports that are required in the terms and conditions of the grant award.

The reports most commonly used are:

- Expired, Not Closed
- Grants Expire in XX Days (the user inserts the number of days needed)
- Missing Reports

The reports can be filtered by a State or by the Specialist/Assistant.

Exhibit Z is instructions on how to use the mail merge feature to prepare the standard closeout letters to grantees.

# EXHIBITS

Exhibits A thru Z are separate pdf files accessible via the links in the bookmark section at the left. Some of these files are large and, depending on your system, will take some time to load.