

**Forest Service Handbook  
National Headquarters - Washington Office  
Washington, DC**

**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements  
Handbook  
Chapter 40 - Collection Agreements**

**Amendment:** 1509.11-2009-1

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**Duration:** This amendment is effective until superseded or removed.

**Approved by:** Charles L. Myers, Deputy Chief, OPS

**Date approved:** October 15, 2009

**Responsible Staff:**

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**Digest:** Following is an explanation of the changes throughout the directive by section.

**Zero Code:** Removes chapter in its entirety.

**03:** Removes policy statements. Removes paragraph 1 and recodes to FSM 1580, section 1580.35. Removes paragraph 2 and 3 and recodes to chapter 10, section 13.71 and 13.72, respectively of this handbook. Removes paragraph 4 and recodes to chapter 10, section 13.83 of this handbook.

**10:** Removes chapter title and direction “Federal Financial Assistance” and recodes title and direction to chapter 20 of this handbook.

Establishes title “Grants & Agreements Administration” and recodes to this chapter relevant direction previously set out in chapters 10 through 60 of this handbook for the processes and procedures that are common to all FSM 1580 grants and agreements.

Removes preamble text. Reorganizes, revises, and sets forth new direction, and replaces the reference to “Grants and Agreements” with “G&A” throughout chapter.

Replaces all references to “Grants Coordinator” with “G&A specialist” and “Program Official” with “program manager.”

**10.5:** Adds new definitions for the following terms: “de-obligation,” “inherently governmental function,” and “vendor’s informed knowledge.”

**11:** Establishes code, caption, and sets forth new direction for “Ethics and FSM 1580 Instruments.”

**12:** Establishes code, caption, and sets forth new direction for “I-Web.”

**13:** Recodes to this section direction previously set out in FSH 1509.11, Zero Code.

Reorganizes and clarifies direction on Master and Supplemental Project Agreements and Regionwide Memorandum of Understanding.

Sets forth new direction on the Principle Purpose Test, Strawman prohibitions, Washington Office Master and Supplemental Participating or Challenge Cost-Share Agreements, and Master and Supplemental Agreement Formats.

**14:** Revises and clarifies direction for “Procedures for Initiating, Negotiating, Formatting, and Executing Instruments,” and sets forth new direction on the *Bona Fides* Needs Rule, agreement type alpha codes, agreement numeric codes for regions Budget Object Codes, and Grants and Agreements with Funding that Exceeds 1 Year.

Recodes to this direction previously set out in FSH 1509.11, Zero Code, on Federal Identifier Number.

**15:** Revises and clarifies direction for “Procedures for Administering Instruments,” such as project monitoring and ratifications.

**16:** Changes caption from “Procedures for Close-out of Domestic and International Grants or Cooperative Agreements” to “Procedures for De-obligation and/or Close-out of Instruments” And sets forth new direction for these procedures and instruments.

**17:** Recodes to this section direction previously set out in FSM 1580.7, “Grants & Agreements Certification.”

**20:** Removes chapter direction and title on “Exempted Agreements” and recodes title and direction to chapter 30 of this handbook. Recodes to this chapter direction which was previously set out in chapter 10 of this handbook. Changes chapter title from “Grants & Cooperative Agreements (Federal Financial Assistance)” to “Federal Financial Assistance (Grants and Cooperative Agreements).” Reorganizes and revises direction throughout the chapter. Refers to Grants and Agreements as G&A throughout chapter.

**20.1:** Adds cross-references to new authorities. Removes obsolete authorities including the “America the Beautiful Act of 1990;” “Youth Conservation Corps Act of 1970;” and the “National and Community Service Act of 1990.” Removes authorities that do not have a valid CFDA number, including: “National Agricultural Research, Extension, and Teaching Act of 1977;” “National Trails System Act;” “Wild and Scenic Rivers Act;” and the “Federal Noxious Weeds Act of 1974.”

Adds exhibit 01 which is a matrix on all current Forest Service authorities/programs with their respective CFDA numbers.

**20.3:** Establishes code and caption “Policy” and clarifies policy statements, including: uses of FFA, how to choose the appropriate instrument, better defining Grants and Cooperative Agreements (substantial involvement); principal investigators, Federal Assistance Award Data System (FAADS), Federal Funding Accountability and Transparency Act of 2006 (FFATA), Forest Service as recipient, information collections, yearend awards, Civil Rights requirements, and environmental assessments.

**20.5:** Establishes code and caption “Definitions” and adds definitions specific to Federal financial assistance.

**21:** Adds the authority “Appropriation through 2005 Omnibus Bill, Public Law 108-447; Public Law 108-148.”

**22:** Adds language on Catalog of Federal Domestic Assistance (CFDA) requirements for Federal financial assistance programs.

**22.5:** Adds guidance on the use of SF-424 Research and Related forms for research related Federal financial assistance.

**29:** Establishes code and caption “Samples.”

**29.1 through 29.36:** Establishes code and caption and sets forth exhibits for an International Grant Award Letter, a Cooperative Agreement Award Letter, Application Package, SF-424, SF-424a, SF-424b, AD-1047, AD-1052, and Project Narrative respectively.

**30:** Removes chapter direction and title on “Collections Agreements” and recodes title and direction to chapter 40 of this handbook.

Recodes to this chapter direction which was previously set out in chapter 20 of this handbook.

Changes chapter title from “Exempted Agreements” to “Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements.”

Reorganizes and revises direction throughout the chapter.

Removes direction on collection agreements and recodes direction to chapter 40 of this handbook.

Removes references to OMB exemptions.

Replaces the reference to “Grants and Agreements” with “G&A” throughout the chapter.

**30.5:** Establishes code and caption “Definitions” and adds definitions for “jurisdictional agency,” “OMB exempted agreements,” “protecting agency,” and “supporting agency.”

**31:** Establishes caption “Statutory Requirements and Formats” and sets forth new direction in this section for Cooperative Law Enforcement, Forest Road, and Cooperative Fire Agreements.

**32:** Establishes caption “Procedures for Initiating, Negotiating, Formatting, and Executing Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for initiating, negotiating, formatting, and executing these agreements

**33:** Establishes caption “Procedures for Administering Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for administering these agreements.

**34:** Establishes code and caption “Performance Reports and Monitoring for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for the reporting and monitoring these agreements.

**35:** Establishes code and caption “Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for these agreement procedures.

**36:** Establishes code and caption “Terminations, Suspensions and Debarments, or Other Considerations for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for these agreement procedures.

**37:** Establishes code and caption “Procedures for Close-out for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for the close-out of these agreements.

**38:** Establishes code and caption “Audits and Site Visits for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for the audits and site visits of these agreements.

**39:** Establishes code and caption “Samples.”

**39.1 through 39.5:** Establishes codes and captions and sets forth in these sections exhibits for FS-1500-8, FS-1500-8a, FS-1500-9, FS-1500-9a, and FS-1500-7, respectively.

**40:** Removes chapter title and direction on “Interagency and Intra-Agency Agreement” and recodes title and direction to chapter 50 of this handbook.

Recodes to this chapter direction and title “Collection Agreements” previously set out in chapter 30 of this handbook. Reorganizes, revises, and clarifies direction throughout chapter.

Refers to “Grants and Agreement” as “G&A” throughout the chapter.

**40.1:** Removes obsolete cross-reference to The Acceptance of Gifts Act of October 10, 1978.

**40.3:** Establishes code and caption and sets forth in this section new policy statements.

**40.4:** Establishes code and caption “Responsibility” and sets forth in this section direction for responsibilities for collection agreements

**41:** Removes obsolete direction and caption “General Discussion” and sets forth new direction and caption “Statutory Requirements and Formats.”

**42:** Removes obsolete direction and caption “Endorsement, Conflicts of Interest, and Solicitation” and recodes ethics direction to FSH 1580.

Recodes to this section direction and caption “Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements” previously set out in section 33 of this

handbook. Removes obsolete direction, revises, clarifies, and sets forth new direction for collection agreements.

**43:** Removes direction and caption “Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements” previously set out in section 33 and recodes to section 42 of this handbook.

Recodes to this section direction previously set out in section 34. Changes caption from “Procedures for Administering Collection Agreements and Acceptance of Gifts and Donations” to “Procedures for Administering Collection Agreements.” Removes obsolete reference to procedures for acceptance of gifts and donations.

**44:** Removes direction and caption “Procedures for Administering Collection Agreements and Acceptance of Gifts and Donations” previously set out in section 34 and recodes to section 43 of this handbook.

Establishes caption “Performance Reports” and adds cross-reference to chapter 10.

**45:** Removes direction and caption “Procedures for Close-out of Collection Agreements (Contributions)” previously set out in section 35. Establishes caption “Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications to Exempted Agreements” and sets forth new cross-references to this section.

**46:** Establishes code and caption “Terminations, Suspensions and Debarments, or Other Considerations” and sets forth new cross-references to this section.

**47:** Establishes code and caption “Procedures for Close-out of Collection Agreements” and sets forth new cross-reference to this section.

**49:** Establishes code and caption “Samples.”

**49.1, 49.2, and 49.3:** Establish codes and captions and sets forth in these sections exhibits for FS-1500-11, FS-1500-11a, and FS-1500-11b, respectively.

**50:** Removes chapter title and direction on “Memorandum of Understanding and Letters of Intent” and recodes title and direction to chapter 60 of this handbook.

Recodes to this chapter direction previously set out in chapter 40 of this handbook. Changes chapter title from “Interagency and Intra-Agency Agreement” to “Interagency Agreements.” Reorganizes, revises, and clarifies direction throughout chapter.

Removes obsolete direction on Intra-agency agreements from this chapter.

Refers to “Grants and Agreements” as “G&A” throughout chapter.

**50.1:** Adds new authorities: Service First, P.L. 106-291, Section 330 as amended by P.L. 109-54, Title IV, Section 428 and 7 USC 6915. Removes reference to 7 USC 2204a(2).

**50.3:** Establishes code and caption “Policy” and adds new policy statements.

**50.5:** Establishes code and caption “definitions” and sets forth definitions for new terms “buyer,” “interagency agreement,” and “seller.”

**51:** Changes caption from “General Discussion” to “Statutory Requirements and Formats.” Sets forth new direction for this section. Recodes to this section direction previously set out in section 42 of this handbook.

**52:** Removes caption and direction for “Requirements.” Recodes direction on requirements to section 51 of this handbook.

Recodes to this section caption and direction for “Procedures for Initiating, Negotiating, Formatting, and Executing Interagency Agreements” previously set out in section 43 of this handbook.

**53:** Removes caption and direction for “Procedures for Initiating, Negotiating, Formatting, and Executing Interagency and Intra-Agency Agreements” and recodes to section 52.

Recodes to this section direction previously set out in section 44, and changes caption from “Procedures for Administering Interagency or Intra-Agency Agreements” to “Procedures for Executing and Administering Interagency Agreements.”

**54:** Removes caption and direction for “Procedures for Administering Interagency or Intra-Agency Agreements” and recode direction to section 53 of this handbook.

Recodes to this section direction previously set out in section 45 of this handbook, and changes caption from “Procedures for Closeout of Interagency or Intra-Agency Agreements” to “Procedures for De-obligation and/or Close-out of Interagency Agreements.”

**55:** Establishes code, caption, and sets forth new direction for “Ratification” requirements.

**59:** Establishes code and caption “Samples.”

**59.1 and 59.2:** Establishes code and captions and sets forth in these sections exhibits for AD-672 and FS-1500-6, respectively.

**60:** Removes chapter title and direction “Other Agreements” and recodes title and direction to chapter 70 of this handbook. Recodes to this chapter direction which was previously set out in chapter 50 of this handbook. Changes chapter title from “Memoranda of Understanding and

Letters of Intent” to “Memorandum of Understanding.” Refers to “Grants and Agreements” as “G&A,” and reorganizes and revises direction throughout chapter.

**69:** Establishes code and caption “Sample MOU.”

**69.1:** Establishes code and caption and sets forth exhibit in this section for FS-1500-15.

**70:** Removes chapter title and direction and recodes direction to chapter 90 of this handbook. Recodes to this chapter direction which was previously set out in chapter 60 of this handbook. Changes chapter title from “Other Agreements” to “Partnership Agreements.” Recodes, reorganizes, and revises direction throughout chapter. Removes the preamble and replaces with chapter organizational information. Refers to grants and agreements as “G&A” throughout the chapter.

**70.1:** Adds cross-reference to the Wyden authority.

**70.5:** Establishes code and caption “Definitions” and sets forth definitions for new terms: “allocable cost,” “allowable cost,” “direct costs,” “indirect costs,” “in-kind contributions,” “mutual benefit,” “mutual interest,” “reasonable cost,” and “teaching and education.”

**71:** Removes obsolete direction and caption “General Discussion” and replaces with caption “Authorities by Agreement Type” and sets forth a list of all FSM 1580 Partnership Agreements with the applicable authorities.

**72.4:** Establishes code and caption “National Agricultural Research, Extension, and Teaching Policy Act of 1977” and sets forth new direction on International Joint Ventures. Revises and clarifies direction on Joint Ventures and Cost-Reimbursable Agreements.

**78:** Establishes code, caption, and sets forth new direction in this section on “Terminations, Suspensions and Debarments, or Other Considerations.”

**79:** Establishes code and caption “Samples.”

**79.1 through 79.9:** Establishes codes and captions and set forth in these sections exhibits for FS-1500-16, FS-1500-16c, FS-1500-16a, FS-1500-16b, FS-1500-10, FS-1500-10a, FS-1500-10b, FS-1500-14, FS-1500-14a, FS-1500-12, FS-1500-13, FS-1500-13a, FS-1500-13b, and FS-1500-13c, respectively.

**80:** Establishes chapter and title “Termination and Suspension and Debarment,” and sets forth new direction in this chapter for ending an agreement. Refers to grants and agreements as G&A throughout chapter.



**90:** Establishes chapter and recodes to this chapter direction previously set out in chapter 70 of this handbook. Changes chapter title from “Assurances and Standard and Discretionary Provisions” to “Standard and Discretionary Provisions and Assurances.” Revises entire chapter. Removes obsolete direction on provisions; revises and clarifies direction on international provisions; and sets forth new direction, form numbers, and examples for provisions. Refers to the term “grants and agreements” as “G&A” throughout the chapter.

Recodes to this section direction and caption “Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements” previously set out in section 33 of this handbook. Removes obsolete direction, revises, clarifies, and sets forth new direction for collection agreements.

**43:** Removes direction and caption “Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements” previously set out in section 33 and recodes to section 42 of this handbook.

Recodes to this section direction previously set out in section 34. Changes caption from “Procedures for Administering Collection Agreements and Acceptance of Gifts and Donations” to “Procedures for Administering Collection Agreements.” Removes obsolete reference to procedures for acceptance of gifts and donations.

**44:** Removes direction and caption “Procedures for Administering Collection Agreements and Acceptance of Gifts and Donations” previously set out in section 34 and recodes to section 43 of this handbook.

Establishes caption “Performance Reports” and adds cross-reference to chapter 10.

**45:** Removes direction and caption “Procedures for Close-out of Collection Agreements (Contributions)” previously set out in section 35. Establishes caption “Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications to Exempted Agreements” and sets forth new cross-references to this section.

**46:** Establishes code and caption “Terminations, Suspensions and Debarments, or Other Considerations” and sets forth new cross-references to this section.

**47:** Establishes code and caption “Procedures for Close-out of Collection Agreements” and sets forth new cross-reference to this section.

**49:** Establishes code and caption “Samples.”

**49.1, 49.2, and 49.3:** Establish codes and captions and sets forth in these sections exhibits for FS-1500-11, FS-1500-11a, and FS-1500-11b, respectively.

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A collection agreement is the instrument used for the acceptance of money by the Forest Service from a non-Federal party to carry out a purpose authorized by law. Forest Service furnished supplies, materials, and services may be included in collection agreements (non-cash contribution) as part of the agency's matching contribution.

This chapter prescribes uniform administrative requirements applicable to collection agreements. See FSM 1580.3 for direction on deviations from these requirements.

#### **40.1 - Authority**

The following Federal statutory authorities are available for entering into collection agreements with non-Federal parties:

1. Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498 as amended by Pub. L. 104-127). (FSM 1580.12). This Act authorizes the Forest Service to accept money received as contributions toward cooperative work in forest investigations or protection, management, and improvement of the National Forest System. Used to accept cash contributions.
2. Granger-Thye Act of April 24, 1950, (16 U.S.C. 572). (FSM 1580.12). Section 5 of this Act authorizes the Forest Service to perform work to be done for the benefit of the depositor, for administration, protection, improvement, reforestation, and such other kinds of work as the Forest Service is authorized to do on lands of the United States:
  - (a) on State, county, municipal, or private land within or near national forest land, or
  - (b) for others who occupy or use national forests or other lands administered by the Forest Service. This authority is used to accept cash contributions.
3. Forest and Rangeland Renewable Resources Research Act of 1978, as amended (16 U.S.C. 1641-1646, Pub. L. 95-307). (FSM 1580.13). This Act authorizes implementation of a program of forest and rangeland renewable resources research, dissemination of the research findings, and the acceptance of gifts, donations, and bequests and the investing thereof. This authority is used to accept gifts, donations, cash contributions, real, or personal property.
4. Intergovernmental Cooperation Act of 1968, as amended by the Intergovernmental Cooperation Act of September 13, 1982, (31 U.S.C. 6501-6508, Pub. L. 97-258). (FSM 1580.11). Title III of this Act authorizes the Forest Service to provide special or technical services to States or subdivisions of States upon their written request. This authority is used to accept cash contributions.
5. U.S. Information and Exchange Act (22 U.S.C. 1451 and 1479, Pub. L. 97-241). (FSM 1580.11). This Act authorizes the Forest Service to cooperate with a foreign

government by providing at its request Forest Service employees with specific technical or professional qualifications. This authority is used to accept cash contributions.

6. Federal Employees International Organization Service Act (5 U.S.C. 3343 and 3581-3584), as amended. (FSM 1580.12). This Act authorizes the Forest Service to detail employees to an international organization which requests services for a period not to exceed 5 years. This authority is used to accept contributions.

### 40.3 - Policy

In accordance with specific statutory authorities, the Forest Service may accept cash and real or personal property from non-Federal sources to facilitate Forest Service activities. When specific requirements of statutory authorities are met, the Forest Service may deposit funds into trust accounts as advances or accept funds as reimbursements. Each statute has unique requirements, which must be met.

Agreements, and other agreement type instruments, with incoming funds that are not considered collection agreements, and therefore not addressed here, include, but are not limited to, cost recovery, fee offset agreements, Agreements to Initiate for land exchanges (See, FSH 5409.13, sec. 32.12-32.6), and Interagency Agreements (See chapter 50 of this handbook).

G&A is not involved in the acceptance of gifts and donations, as permitted under the Acceptance of Gifts Act of October 10, 1978. (7 U.S.C. 2269, Pub. L. 95-442). See, DR-5200-3, which allows the Forest Service to accept gifts, donations, real or personal property, and other proceeds.

### 40.4 - Responsibility

1. Payment Bonds. If the total collection is \$25,000 or more in the form of reimbursable payments, then the Forest Service shall ensure that the cooperator secures a payment bond with corporate sureties, deposited securities, or irrevocable letters of credit. This does not apply if the cooperator is a governmental entity, that is, a member, division, or affiliate of a Federal, State, local government, a federally recognized Indian Tribe; as defined by the Federally Recognized Indian Tribe List Act of 1994; or another organization funding a Forest Service agreement with pass through funding from an entity that is, a member, division, or affiliate of a Federal, State, local government, or a federally recognized Indian Tribe, as defined by the Federally Recognized Indian Tribe List Act of 1994. Use SF25a, Payment Bond, for processing bond requests.

2. Indemnification/Liabilities. Each party shall be responsible, to the extent required by law, only for the acts, omissions, or negligence of its own officers, employees, or agents. The Forest Service shall not accept cooperator language in an instrument that agrees to

indemnify, defend, or hold harmless the cooperator, its agent, or its employees from and against any or all losses, damages, liabilities, claims, or judgments resulting from, related to, or arising from the instrument. Unless there is specific authority from Congress to do so, the Forest Service may not agree to an indemnification agreement. The Anti-deficiency Act provides that an officer or employee of the United States Government may not involve the Government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law. Indemnifications are a promise to pay an unknown amount of funds at some time in the future; therefore, they are a violation of the Anti-deficiency Act.

## **41 - Statutory Requirements and Formats**

### **41.1 - Cooperative Funds Act of June 30, 1914, as Amended by Public Law 104-127**

See FSM 1580.12 for Statutory Authority.

#### **41.11 - General Requirements**

1. The funds must be for forest investigation, protection, or for management and improvement of National Forest System lands.
2. The Forest Service shall have appropriations available for activities proposed for the agreement. Reimbursable billings are authorized under the Act; however, a payment bond may be necessary (sec. 40.4, and FSH 6509.11k). (See also, FSM 6561.7, Collection Agreement Bonds, for a list of acceptable payment bonds.) Account for contributed funds separately by the type of contribution. When funds are contributed in the form of advance payments, such funds must be deposited and apportionment authority received, prior to starting work. When contributed funds are provided in the form of reimbursement payments, such funds must be deposited as a reimbursement to the Forest Service funds initially used for such work. Account for contributions and deposit collections in accordance with FSM 6512.23b and FSM 6530.
3. Work must benefit a Forest Service program, and the Forest Service shall accomplish the work by using its own personnel, procurement contract, agreement, or other appropriate method.
4. Contributions must be voluntary and may be in consideration of a resource or service furnished by the Forest Service.
5. Contributions may cover all or part of the cost of the work. Provide refunds of contributed funds, as soon as practical following completion of work, to the cooperator when the excess of final project costs are \$25 or more, unless:
  - a. The cooperator authorizes the use of the funds for a new project; or,

- b. The cooperator waives the right to the refund in writing.
6. Contributors may not be assessed for overhead charges if there is mutual benefit between the Agency and the contributors. See, FSH 1909.13, chapter 40 for the directions on determining the applicability of overhead charges. The annual overhead assessment rates are included in the Program Direction, found by navigating to <http://fsweb/results>, and selecting Budget Overview, and then Plan.
7. Acceptance of funds must not be conditioned upon endorsement of firms or products. Avoid the appearance of endorsement in any written materials, that is, company advertisement of products, acknowledgement certificates, or memoranda.
8. The appearance of a conflict of interest or any actions that may embarrass the agency must be avoided.
9. The Forest Service, or anyone acting on behalf of the Forest Service, does not have the authority to solicit money, either verbally or in writing. Only the National Forest Foundation has been congressionally designated to solicit money on behalf of the Forest Service. The Forest Service may apply for grants only to the extent it may receive the grant funds without violating the prohibition against soliciting. Typically, this means that the granting organization offers the grant through open competition.
10. Contributions other than cash, checks, or money orders must not be accepted. Acceptance of services, equipment, materials, and supplies are not authorized.

#### **41.12 - Type of Work**

See section 49 for sample agreements. Examples of permissible work under the Cooperative Funds Act of June 30, 1914, as Amended by Public Law 104-127 include:

1. The construction and maintenance of national forest improvements, such as roads, fences, range improvements, and recreation areas.
2. The protection of the national forests from fire, insects, and diseases.
3. Forest investigations, such as timber surveys or water monitoring on national forest lands.
4. Contributions from the State for wildlife habitat improvement work on national forest lands.

#### **41.2 - Granger-Thye Act of April 24, 1950**

See FSM 1580.12 for Statutory Authority.

Section 5 of the Granger-Thye Act of April 24, 1950, “Assisting to Perform Work on Other Jurisdictions,” is the applicable section providing authority for forest protection, improvement, and reforestation activities on land within or near a national forest. These types of activities require external agreements (as described in FSM 1580) with non-Federal parties.

The Granger-Thye Act is also the authorizing legislation for many other activities undertaken by the Forest Service that do not require 1580 agreements be executed. Two of the most often used sections outside of the purview of grants and agreements are listed below.

1. Section 7 of the Act provides authority for use of federally-owned structures and improvements by the public, private agencies, corporations, firms, associations, and individuals (see FSM 2700 – Special Uses). This section allows the Forest Service to collect funds from a permittee for occupancy and use and to reimburse the Forest Service for reconditioning and maintaining facilities if the permittee is unable to do so. The permit may be amended at any time to include these activities. Payment to the Forest Service is accomplished under the permit. Section 7 permits are the responsibility of the Deputy Chief for National Forest System (NFS) and the NFS staff areas, specifically, Lands and Recreation.
2. Section 9 of the Act provides for sale of nursery stock to States and political subdivisions and to public agencies of other countries, at rates not less than the actual or estimated cost to the Federal Government (see FSM 2473). Reimbursements to the Government are accomplished through the Working Capital Fund (WCF) Branch of the Albuquerque Service Center (ASC). External agreements under the auspices of FSM 1580 should not be executed to document these transactions. Section 9 sales of nursery stock are the responsibility of the Deputy Chief for National Forest System (NFS) and the NFS staff areas, specifically Timber Management.

#### **41.21 - General Requirements**

1. Although the principal reason for these agreements is the contributor’s desire to have work done for which they are responsible, there must be some public benefit, even though indirect, from the accomplishment of the contemplated work.
2. The Forest Service may not do work for individuals or organizations merely as a matter of accommodation, or because the agency is better equipped, or can do the work at a lower cost. Agreements should not be initiated solely for the benefit of the cooperator or the Forest Service, that is, to supplement the use of Forest Service crews or equipment not otherwise justified on a full-time basis for normal Forest Service activities.



3. Acceptance of funds must not be conditioned upon endorsement of firms or products. Avoid the appearance of endorsement in any written materials, that is, company advertisement of products, acknowledgement certificates, or memoranda.
4. Work off of National Forest System lands is authorized under the Granger-Thye Act of April 24, 1950, provided that the cooperator agrees to fund the portion of the work for which they are responsible, and to not hold the Forest Service liable for any damage incident to the performance of the work.
5. Contributions may cover all or part of the cost of the work. Provide refunds of contributed funds, as soon as practical following completion of work, to the cooperator when the excess of final project costs are \$25 or more, unless:
  - a. The cooperator authorizes the use of the funds for a new project; or,
  - b. The cooperator waives the right to the refund in writing.
6. The appearance of a conflict of interest or any action that may embarrass the agency must be avoided.
7. The Forest Service, or anyone acting on behalf of the Forest Service, does not have the authority to solicit funds.
8. Acceptance of services is not authorized.
9. Conditions for collection agreements involving work on State, county, municipal, or private land, including administration, protection, improvement, reforestation, or other kinds of work the Forest Service is authorized to do on its lands are listed in paragraphs a through e. Do not authorize the rental of equipment or general contracting.
  - a. Prior to starting the work, receive apportionment authority and ensure that the cooperator either deposits sufficient funds to cover the estimated cost of work, including overhead, if applicable, or meets the requirements for reimbursement (FSM 6512.12a).

Where work benefits both the cooperator and the Government, ensure that the cooperator deposits an amount equal to the estimated cost of the portion of the job attributable to the cooperator.

- b. In establishing rates to cover costs:

- (1) Include all costs to the Government, including overhead, if applicable.

(2) Conduct a thorough analysis of the job, like the analysis used for determining rates for surveying State and privately-owned lands.

(3) Retain the analysis and support data in the official file.

c. Contributed funds must be given to the Forest Service voluntarily. Although the cooperator may be required to perform the work under other authority such as State or local law, contract, permit, or license, the Forest Service may not require the cooperator to enter into the arrangement with the Forest Service and deposit funds.

d. The project or work must be:

(1) On land in State, county, municipal or private ownership, and situated within or near a national forest.

(2) Close enough to facilitate the administrative work on the national forest, for example, hazardous fuels reduction work where the non-Federal lands are interspersed with or adjacent to national forest lands.

e. Work is authorized provided that the cooperator agrees not to hold the Forest Service liable for any damage incident to the performance of the work.

#### **41.22 - Type of Work**

See section 49 for sample agreements. Examples of work permissible under the Act include:

1. Cruising, marking, scaling, and otherwise assisting in the proper management of both Federal and non-Federal timber stands.
2. Administering forest resources in accordance with sound conservation practices on non-Federal forest lands.
3. Conducting wildlife activities on non-Federal lands under agreements with State game commissions or others.
4. Surveying to establish common boundaries.

#### **41.3 - Forest and Rangeland Renewable Resources Research Act of 1978, as Amended (only for use by Research Stations)**

See FSM 1580.13 for Statutory Authority. This Forest and Rangeland Renewable Resources Research Act of 1978, as amended applies only to research. It authorizes the acceptance of donations, contributed funds, and real or personal property by the Forest Service.

#### 41.31 - General Requirements

1. Section 4(a) of the Act authorizes the acceptance and use of donations, together with appropriated funds, to acquire land or interests in land within the United States to carry out the purposes of the Act.
2. Section 4(b) of the Act authorizes the acceptance of gifts, donations, bequests of money, and real property or personal property from any source not otherwise prohibited by law. Section 4(b) also authorizes the administration and use of these gifts, donations, and bequests to:
  - a. Establish or operate any forest and rangeland research facility within the United States, District of Columbia, Puerto Rico, Virgin Islands, Northern Mariana Islands, Trust Territories of the Pacific Islands, and other territories and possessions of the United States, and
  - b. Perform any forest and rangeland renewable resource research activity authorized by the Act.
3. Section 4(c) of the Act authorizes the acceptance and use of contributed funds from international, Federal, State, and other governmental agencies; public and private agencies, institutions, universities, and organizations; and businesses and individuals in the United States and other countries. These contributed funds may be used to conduct research activities authorized by the Act and to make refunds to cooperators.
4. Contributed and donated funds received as authorized by sections 4(a) and 4(c) must be deposited in the Cooperative Work Fund (CWFS-Other for advance contributions) or Research Fund Code (GDGD for Gifts/Donations or FRXN for reimbursable contributions). Keep the funds available until expended in accordance with the Act and the agreement between the donor or cooperator and the Forest Service (for example, a Participating Agreement under ch. 70 of this handbook).
5. These funds and proceeds from the disposition of such real and personal property must be deposited in the special Research Investment Fund. Expend funds deposited in this account for the purposes indicated in sections 4(a), 4(b), and 4(c) of the Act only to the extent such amounts are appropriated in the annual appropriation acts.
6. The acceptance must not contain conditions for the endorsement of firms or products. Avoid the appearance of endorsements in written materials, that is, company advertisements of products, acknowledgement certificates, or memoranda.

7. Agency officials may accept donations from various entities and use them to accomplish the agency's mission. Agency officials shall:

- a. Avoid the appearance of conflict of interest.
- b. Exercise prudence in determining the use for the funds.

8. Gifts must not be accepted from interested parties.

9. Donated funds may be used to further any valid research function of the Forest Service (FSM 6514).

10. The Forest Service, or anyone acting on behalf of the Forest Service, does not have the authority to solicit money, either verbally or in writing. Only the National Forest Foundation has been congressionally designated to solicit money on behalf of the Forest Service.

#### **41.32 - Type of Work**

See section 49 for sample agreements. Examples of work permissible under the Act include:

1. A collection agreement to accept funds from a private firm to cover Forest Service expenses to inventory stands, administer collection activities, and conduct silvicultural research on Pacific yew needed by the firm for research purposes.
2. A collection agreement for the Forest Service to accept a 500-acre parcel of land adjacent to an existing research facility with stipulations that it be used to further forest research activities.

#### **41.4 - Intergovernmental Cooperation Act of 1968, as Amended**

See FSM 1580.11 for Statutory Authority. The Intergovernmental Cooperation Act of 1968, as amended authorizes the Forest Service to provide specialized or technical services to States and local governments in accordance with Office of Management and Budget (OMB) Circular A-97.

#### **41.41 - General Requirements**

1. Provide services only to States, their political subdivisions, and combinations or associations of these governments or their agencies and instrumentalities. Tribal governments are not covered by the Act.
2. Provide services only upon the written request of a State or its political subdivision, and local governments. Ensure that such a request is made by the chief executive of these entities and addressed to the head of the Forest Service field office. In addition,

ensure that the requesting entity certifies that these services may not be procured reasonably and expeditiously through ordinary business channels. In the event a request for services is denied, furnish the entity making the request with a statement indicating the reasons for the denial.

3. Do not provide services unless the Forest Service field office providing the services is providing similar services for its own use under the policies set forth in the Office of Management and Budget (OMB) Circular A-76.

4. Do not provide services if any additional staff or recipient outlays for additional equipment or facilities are required, unless these costs are charged to the recipient of the services. Further, no staff increases may be made which bring the Forest Service out of compliance with the employment ceilings contained in OMB allowance letters.

5. Provide services only upon payment or provision for reimbursement to the Forest Service, by the unit of government making the request, for salaries and all other identifiable direct and indirect costs of performing the services. For cost determination purposes, see policies set forth in OMB Circular A-25 (User Charges). See also, FSH 1909.13, chapter 40 and annual Program Direction concerning overhead.

6. Deposit any payments or reimbursements received for the costs of such services to the credit of the principal appropriation or the account to which the costs are to be charged or from which the costs have been paid.

#### **41.42 - Type of Work**

See section 49 for sample agreements. Examples of work permissible under the Act include:

1. Any existing statistical or other studies and compilation, results of technical tests and evaluations, technical information, surveys, reports, and documents, or any such materials which may be prepared in the future to meet the needs of the Forest Service or to carry out its basic responsibilities.
2. Preparation of statistical or other studies and compilations, technical tests and evaluations, technical information, surveys, reports, and documents, and assistance in conducting such activities and in preparing such materials, provided they are of a type similar to those, which the Forest Service is authorized to conduct or prepare.
3. Training which the Forest Service is authorized by law to conduct for Federal personnel and others or similar training.
4. Technical aid in preparing proposals for development and other projects, for which the Forest Service provides financial or other assistance, provided such assistance

primarily strengthens the ability of the recipients to develop their own capacity to prepare proposals.

5. Technical information, data processing, communications and personnel management systems services, and technical advice on improving logistical and management services that the Forest Service normally provides for itself or others under existing authorities.

6. Any of these specialized services provided to the States and their political subdivisions under existing authorities may be provided under Title III of the Act and the terms of OMB Circular A-97. If a Forest Service field office receives a request for specialized or technical services not covered herein, the unit should forward the request to the Washington Office, Director of Acquisition Management. The Director reviews the request and submits it to the OMB for a final decision.

#### **41.5 - United States Information and Exchange Act**

See FSM 1580.11 for Statutory Authority. The United States Information and Exchange Act authorizes the Department of State to assign, with the approval of the employing agency, any Government employee who has special scientific or other technical or professional qualifications to perform services requested by a foreign government.

##### **41.51 - General Requirements**

1. Do not assign Government employees for service unless the Secretary of State, or designee, finds that:
  - a. The assignment is in the interest of the United States.
  - b. The foreign government agrees to reimburse the United States for the employee's salary and expenses during the period of assignment.
  - c. The foreign government has advanced funds, property, or services (that is, in-kind contributions) prior to any work being performed. Advance funding may be provided on an incremental basis.
2. Deposit advance payments received by the Forest Service in the assigned Cooperative Work Fund Code. Expend such funds only in the amount and for the purpose authorized. Return unexpended funds, with remaining balances over \$100, or unused in-kind contributions that are no longer needed to the requesting government.

#### **41.52 - Type of Work**

See section 49 for sample agreements. Examples of work permissible under the Act include:

1. A collection agreement to fund a Forest Service employee's expenses to coordinate, develop, and train employees on a specific research project in a foreign country.
2. A collection agreement to fund a Forest Service research forester to set up a research program and participate in the program at a foreign university.

#### **41.6 - Federal Employees International Organization Service Act**

See FSM 1580.12 for Statutory Authority. The Federal Employees International Organization Service Act authorizes the Forest Service to detail employees to an international organization that requests services.

##### **41.61 - General Requirements**

1. Details may not exceed 5 years.
2. Details may be made with or without reimbursement by the International Organization to the Forest Service for all or part of the employee's expenses, including the employee's salary. Forest Service reimbursement may not exceed more than 6 weeks of the employee's salary.
3. The Forest Service shall guarantee reemployment in the former position or a position of like seniority, status, and pay upon the detailer's return, if the detailer is separated from the international organization within 5 years, or any extension thereof, and the detailer applies for reemployment not later than 90 days after the separation.

##### **41.62 - Type of Work**

See section 49 for sample agreements. An example of work permissible under the Act is a collection agreement to fund a Forest Service employee's travel related expenses to perform work while on detail to the World Environmental Congress. The Forest Service contributes the employee's salary and benefits.

#### **42 - Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements**

##### **42.1 - Initiating Collection Agreements**

Only cooperators may initiate the process for offering voluntary contributions. However, the Forest Service may apply for funds available through a non-Federal cooperator's grant program to perform Forest Service work. The Forest Service may apply for grants only to the extent it

may receive the grant funds without violating the prohibition against soliciting. Typically, this means that the grantor offers the grant through open competition. See section 10.41e of this handbook, subparagraph 3 for additional requirements.

See chapter 50 of this handbook for direction on collecting Federal grant monies.

## **42.2 - Negotiating Collection Agreements**

### **42.21 - Collection Agreements (Contributions)**

If the Forest Service is being offered a contribution to be used to complete a specific project, document a collection agreement in writing and execute it in advance of the work. The Forest Service may only accept funds (not equipment, materials, supplies, or services) to accomplish work for a cooperator by Forest Service personnel, procurement contract, or other appropriate means under a collection agreement. If the work is performed by contract, ensure the period of performance in the agreement coincides with the term of the contract.

During exigent circumstances, a quick, simple agreement should be executed prior to the work, when possible. If not, execute an agreement no later than 30 days after the incident since the Forest Service may not properly bill for services without a valid executed agreement and job code.

When negotiating collection agreements, the discussions must cover at a minimum, the appropriate statutory authority, a description of the project including location on or off National Forest System lands, determination for responsibility of work, methodology and technical specifications, cost of the project, advance deposits or reimbursement, use of contracts/ agreements and their administration, deliverables to be received, a financial plan, and the period of performance. All elements of a project are subject to negotiations. Discussions may be terminated by any party at any time. Only work documented within the scope of the agreement may be accomplished. Execute subsequent annual operating and financial plans prior to beginning any new work through a written modification. All collection agreements require budget authority and a job code prior to the performance of work. Collection agreements specifying advance payments by the cooperator also require funds be deposited before any work may be performed.

1. Specific Cost Elements. Costs must be negotiated for partial or total payment by the cooperator for the services, depending upon the statutory authority used, for acceptance of the contribution. The program manager is to provide a detailed cost break down (calculations used to arrive at each item) for all cost elements shown in the financial plan. Negotiating cost elements involves identifying the estimated direct and indirect costs as follows:



a. Direct Costs. A direct cost is any item of expense incurred by the Forest Service specifically for completion of the work. Examples include labor (salary and fringe benefits), equipment, travel, supplies, and contracts/agreements.

b. Indirect Costs. Indirect costs are usually expressed as a percentage of direct costs. The Forest Service has an allocated overhead rate assigned each calendar year for use when negotiating agreements which should be applied against the total estimated direct costs.

Although some statutes require payment by the cooperator for all costs associated with a project, others allow some latitude. Every attempt should be made to negotiate and recover Forest Service overhead costs (refer to FSM 6500 and FSH 1909.13

ch. 40 for direction).

2. Payment Provisions. Contributions from the cooperator may be deposited in advance or in the form of reimbursement for work to be completed by the Forest Service; refer to the specific authority regarding payment requirements.

a. Advance Payments. Advance payments are based on estimated costs and are paid by a cooperator either in full or on an incremental basis as work progresses and costs/obligations are incurred by the agency.

b. Reimbursement Payments. Reimbursable payments are made after the work is performed based on actual costs.

c. Special Billing Requirements. Eliminate or mitigate special billing requirements that prevent automated billings. Special billing requirements include such things as documentation for costs incurred, itemized cost incurred statements, or off-schedule billings (that is, not monthly; quarterly; or on December 31, March 31, June 30, or September 30).

d. Other:

(1) The Cooperative Funds Act of June 30, 1914, as amended, (16 U.S.C. 498) authorizes the collection of contributions in advance or on a reimbursement basis.

(2) The Granger-Thye Act of April 24, 1950, (16 U.S.C. 572) states that funds be deposited by the cooperator in advance (prior to beginning work). Exemptions to cooperators making advance payments under this authority are as follows:

(a) A State or local government unit which is prohibited by its laws or regulations from making advance payment (23 Comp. Gen. 652). In the agreement, specify that costs must be reimbursed, and state whether payment is to be on a partial or lump

sum basis. When the agreement covers work to be accomplished over a number of months, billings would be appropriate where amounts are significant.

(b) Emergency situations authorized under Section 5c of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 572) where work must be performed in advance of deposit of funds. An example is a flood event on private land when Government property is endangered. An emergency may occur in any type of work (such as in response to fire protection/suppression, floods, storms) which is normally performed by the Forest Service and for which Forest Service appropriations are available (refer to Sections 5a and 5b of the Act).

(c) Additional exceptions to advance payments include when all of the following apply: the work has been administratively determined to be advantageous to the Government; necessary precautions have been taken to ensure recovery of all cost involved, including adequate payment bond or other acceptable surety; and when so provided by a written collection agreement, such amounts are reimbursable to appropriation available to the Forest Service for similar type of work (42 Comp. Gen. 376).

3. Purchase of Asset Provisions. All costs for capitalized real property (\$25,000 or more) and accountable personal property (\$5,000 or more, including sensitive property less than \$5,000) acquired or constructed using reimbursable funds must be expensed by the Forest Service. Ownership of any assets acquired or constructed under the agreement should be specified in the body of the agreement. All equipment and materials acquired by the Forest Service with contributed funds is owned by the government. Title to any of these materials or equipment may not be transferred to the cooperator. The program manager, with assistance from the property manager, shall complete the appropriate property donation forms. See chapter 90 of this handbook for provisions.

Examples of Improvements on National Forest System lands are:

a. Contributions by a cooperator for a portion of the cost of construction or betterment of physical improvements by the Forest Service on National Forest System lands do not entitle the cooperator to any share in those improvements. The Forest Service retains ownership of any improvements as a result of a project on National Forest System lands except where such lands are authorized for use under a valid Forest Service special use permit or license as described in part (b).

b. Some projects involve an improvement which may border non-Federal lands. In these instances, clearly document who owns the improvement. A good example may be when the Forest Service constructs an entire fence for both parties or contracts for the fence to be built. The cooperator has paid the Forest Service for

their share of the expense. The Forest Service owns one section of the fence and the private party owns the other, depending upon whose land the section of fence is built on. However, the Forest Service could retain ownership of the entire fence if the private landowner granted an easement. Maintenance responsibilities are then based on ownership. This is not considered "joint ownership," but rather a decision of who owns what.

4. Use of Funds. Use funds from the cooperator for the purposes described in the scope of work under the agreement. For example, funds contributed for NEPA analysis in an agreement would not be available for meadow restoration in the same agreement unless mutually agreed upon through a written modification. Include provisions in the agreement to:

- a. Return excess funds to the cooperator if the remaining amount is \$25 or more;
- b. Retain all remaining funds if the cooperator agrees, in writing, to waive the right to a refund;
- c. Identify additional work or projects to be accomplished with any excess funds by a written modification or a new agreement. If the cooperator has more than one agreement with the Forest Service, the cooperator shall identify in writing that excess funds in one agreement may be transferred to another agreement(s). Complete a modification to the existing agreement(s) to implement the transfer of funds.

5. Period of Performance. Allow enough time for project completion, which includes: time to complete the project, adequate time for the Forest Service to bill the cooperator, and adequate time for the cooperator to reimburse the Forest Service before their funds become unavailable for payment. In some instances, this could require the program manager to discontinue charging to a reimbursable job code 45-120 days prior to the agreement expiration date. Additionally, ensure the agreement period of performance includes at least one Forest Service billing cycle after completion of the work. Standard billing cycles include monthly, quarterly, semi-annual, and annual billing periods.

Furthermore, when using contributed funds in whole or in part towards a contract or outgoing agreement, coordinate the terms and conditions between the collection agreement and contract/outgoing agreement. Specifically, the incoming agreement expiration date/period of performance should extend beyond the performance period of when the contributed funds will be expended in the contract/outgoing agreement to ensure that all related invoices are paid and billed to the collection agreement prior to the expiration date.

6. Grants from Non-Federal Entities. Prior to applying for a grant from a non-Federal entity, the program manager should seek the review of the proposed grant's terms and conditions by a G&A specialist. The G&A specialist shall ensure that the proposed grant's terms and conditions do not violate Forest Service and/or Federal regulations governing grants and agreements policies and directives, including this chapter.

In order for the Forest Service to accept the award, the grant must be accepted as a cooperator (that is, the grantor) contribution under a properly executed collection agreement or the cooperator's form, citing the Cooperative Funds Act of 1914 or the Forest and Rangeland Renewable Resources Research Act of 1978. The terms and conditions of the cooperator's award document should include required Forest Service provisions, and present no conflict(s) with Forest Service and USDA regulations.

If the grant's terms and conditions do not conform to applicable policies and directives, then a proposal should not be submitted by the Forest Service. If the terms and conditions do comply, then the G&A specialist should concur with submission of a proposal. Negotiations are permitted to obtain terms and conditions suitable to the parties. G&A specialists shall not apply for grants on behalf of program staff.

#### **42.3 - Form of Agreement**

1. Forest Service Format. Use FS-1500-11, Collection Agreement (see sec. 49.1, as the instrument template and comply with this chapter and chapter 10 of this handbook. For collection agreements with the Rocky Mountain Elk Foundation (RMEF), use FS-1500-11a RMEF Reimbursable Collection Agreement (see sec. 49.2) or FS-1500-11b RMEF Advance Collection Agreement (see sec. 49.3).

2. Another Party's Format. If another party originates the collection agreement, then the format proposed by that party may be honored so long as it clearly documents the required elements in FSH 1509.11, section 13.3, and documenting the purpose intended and demonstrating mutual interest and benefits. Additionally, the cooperator's format must reasonably convey the intent of all required collection agreement provisions described in chapter 90 of this handbook. Ensure that the appropriate Forest Service collection authority is cited in the agreement.

#### **42.4 - Executing Collection Agreements**

Follow the directions under section 14.4 of this handbook.

## **43 - Procedures for Administering Collection Agreements**

### **43.1 - Official Files**

Follow the directions under section 15.1 of this handbook.

### **43.2 - Approvals**

Review the agreement to determine if prior approval is required for contracts or subcontracts, travel, or other items of performance and implement a procedure for both parties to follow. In most instances, this involves an approval process of Forest Service activities by the cooperator.

### **43.3 - Billing Procedures**

The Albuquerque Service Center - Reimbursable and Advance Collections Agreement (ASC-RACA) staff carries out billing procedures according to fiscal direction. If supplemental information is requested by the cooperator to accompany our Bills for Collection (that is, special billing requirements), then it should be clearly identified in the agreement. ASC shall provide routine fiscal documents, when required. Program managers shall provide program related information, such as an accomplishment report, receipts or other backup documentation, when required. If the program manager is responsible for additional backup documentation, a copy of the billing is sent to the program manager to initiate that action so timely payment will be made to the Forest Service.

Bills issued by the Forest Service to cover reimbursable expenses are due within 30 days from the date issued. Dunning notices will be sent automatically every 30 days until the cooperator pays the bill. If the terms of the agreement require the Forest Service to provide supporting documentation with bills (for example, cost itemization, performance reports, matching contribution verification, and so forth), then late charges may be initially waived up to 180 days. Late charges may be calculated if the debt must be referred.

## **44 - Performance Reports**

Follow the directions under section 15.5 of this handbook.

## **45 - Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications to Collection Agreements**

### **45.1 - Modifications to Collection Agreements**

Follow the directions under section 15.7 of this handbook.

## **45.2 - Components of Executed Modification Document**

Follow the directions under section 15.71 of this handbook.

## **45.3 - Modification Execution**

Bilaterally execute the modification prior to performing any new work or change in project methodology. To execute a modification, follow the same process as a executing a collection agreement, see FSH 1509.11, section 14.4.

## **46 - Terminations, Suspensions and Debarments, or Other Considerations**

Refer to 7 CFR 3016.43 and 7 CFR 3019.30 for procedures; also, see chapter 80 of this handbook.

### **46.1 - Terminations**

See chapter 80 of this handbook.

### **46.2 - Suspensions and Debarments**

See chapter 80 of this handbook.

### **46.3 - Other Considerations**

See chapter 80 of this handbook.

## **47 - Procedures for Close-out of Collection Agreements**

Follow the guidance in FSH 1509.11, section 16.1.

## **49 - Samples**

The following exhibits are samples of the different agreement types referenced throughout this chapter. These include: FS-1500-11 Collection Agreement (sec. 49.1); FS-1500-11a Collection Agreement RMEF Reimbursable Billing (sec. 49.2); FS-1500-11b Collection Agreement RMEF Advance Billing (sec. 49.3).

## 49.1 - FS-1500-11, Collection Agreement Sample

### 49.1 - Exhibit 01

#### FS-1500-11, Collection Agreement Sample



USDA Forest Service

OMB 0596-0217  
FS-1500-11

FS Agreement No.  
Cooperator Agreement No.

09-CO-11051400-001  
P0710309

**COLLECTION AGREEMENT**  
**Between The**  
**STATE OF CALIFORNIA, DEPARTMENT OF FISH & GAME**  
**And The**  
**U.S. FOREST SERVICE**  
**SHASTA-TRINITY NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between the State of California, Department of Fish & Game, hereinafter referred to as CADF&G, and the U.S. Forest Service, Shasta-Trinity National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Public Law 104-127).

Title: **Packers Creek Fish Passage**

**I. PURPOSE:** The purpose of this agreement, and the incorporated Attachment A Grant Award from CADF&G, is to document the voluntary contribution of funds from the CADF&G to the Forest Service to implement the Packers Creek Fish Passage Project. The project will re-establish fish passage for steelhead trout in the Packers Creek watershed in Trinity County, California. The objective is to provide access to 2 miles of habitat, to increase spawning habitat for adult salmonids and rearing habitat for juvenile salmonids.

**II. THE CADF&G SHALL:**

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with Attachment A, CADF&G Grant Award P0710309.
- C. Upon presentation of a Bill for Collection, reimburse the Forest Service the amount agreed to in the Financial Plan.

**49.1 - Exhibit 01--Continued**



USDA Forest Service

OMB 0596-0217

FS-1500-11

**III. THE FOREST SERVICE SHALL:**

- A. REIMBURSABLE BILLING. The Forest Service shall bill the Cooperator annually for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as Forest Service expenditures. Overhead is not assessed.

Billings must be sent to:

Jim Thompson  
CA Department of Fish & Game  
1760 Bidwell  
Red Bluff, CA 96097

The Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- B. Perform in accordance with Attachment A, CADF&G Grant Award P0710309.

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.



**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook**  
**Chapter 40 - Collection Agreements**  
**Amendment: 1509.11-2009-1**  
**Effective date: October 20, 2009**

**49.1 - Exhibit 01--Continued**



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**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Jim Thompson Address: 1760 Bidwell City, State, Zip: Red Bluff, CA 96097 Telephone: 530-528-9406 FAX: 530-528-9408 Email: <a href="mailto:jthompson@dfg.ca.gov">jthompson@dfg.ca.gov</a>	Name: Jenny Smith Address: 601 Locust St City, State, Zip: Redding, CA 96001 Telephone: 530-225-2921 FAX: 530-225-2348 Email: <a href="mailto:jsmith@dfg.ca.gov">jsmith@dfg.ca.gov</a>

**Principal Forest Service Contacts:**

<b>Forest Service Program Contact</b>	<b>Forest Service Administrative Contact</b>
Name: Donnie Ratcliff Address: 14225 Holiday Rd City, State, Zip: Redding CA 96003 Telephone: 530-242-5551 FAX: 530-275-1512 Email: <a href="mailto:dratcliff@fs.fed.us">dratcliff@fs.fed.us</a>	Name: Kellie Hamilton Address: 3644 Avtech Parkway City, State, Zip: Redding, CA 96002 Telephone: 530-226-2345 FAX: 530-226-2478 Email: <a href="mailto:kelliehamilton@fs.fed.us">kelliehamilton@fs.fed.us</a>

- B. **SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.** The Forest Service shall provide an itemized statement of actual expenditures to the Cooperator with each Bill for Collection.
- C. **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator’s specific documentation requirements.
- D. **NON-LIABILITY.** The Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- E. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

**49.1 - Exhibit 01--Continued**



USDA Forest Service

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FS-1500-11

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement 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.
- H. ENDORSEMENT. Any Cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.
- I. NOTICES. Any communication affecting the operations covered by this agreement given by the Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements. No part of this instrument entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Forest Service Regulations.
- K. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement 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 this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook**  
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**Effective date: October 20, 2009**

**49.1 - Exhibit 01--Continued**



USDA Forest Service

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- L. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- M. MODIFICATIONS. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- N. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through March 31, 2010 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

CYNDE JONES, Assistant Deputy Director, Admin. California Department of Fish & Game	Date
J. SHARON HEYWOOD, Forest Supervisor U.S. Forest Service, Shasta-Trinity National Forest	Date

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

PATRICIA G. CLARK  
U.S. Forest Service Grants & Agreements Specialist

Date

Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook  
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Amendment: 1509.11-2009-1  
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49.1 - Exhibit 01—Continued

USDA Forest Service, Shasta-Trinity National Forest

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Attachment A Agreement 09-CO-11051400-001

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME

Pursuant to Fish and Game Code Section §1501.5 (b), this grant process disburses funds for restoration projects approved by the Director of the Department of Fish and Game. This Grant Award is subject to the following conditions.

1. This Grant is made to USDA Forest Service, Shasta-Trinity National Forest, hereinafter referred to as the "Grantee," by the Department of Fish and Game hereinafter referred to as the "Grantor."
2. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete Packers Creek Bridge Fish Passage Project, in accordance with Exhibit A, which is attached and made a part of this Grant by this reference.
3. This Grant shall be effective from June 1, 2008 through March 31, 2010. The Grantee should be aware that time is of the essence and the Grantor expects work will be started during the first available field season, or as soon as practicable.
4. This Grant shall not exceed \$578,205, including all taxes, licenses and fees in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this grant by this reference.

**GRANTOR – State of California**

Department of Fish and Game

Cynde Jones

Printed Name of Person Signing

*Cynde Jones*

Authorized Signature

Assistant Deputy Director, Administration

Title

10-16-08

Date

**GRANTEE -**

USDA Forest Service, Shasta-Trinity National Forest

J. SHARON HEYWOOD, Forest Supervisor

Printed Name and Title of Person Signing

*J. Sharon Heywood*

Authorized Signature

3644 Avtech Parkway, Redding, CA 96002

Address

9 Sep 08

Date

5. The budget in Exhibit B is an estimate of the Grantee's project costs. If required by actual costs, the Grantor may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs provided there are offsetting, decreased expenditures in any other budgeted categories. Such requests for budget category changes must be made in writing to the Grant Manager. Any cumulative budget category shifts in excess of 10% will require a formal amendment hereto.
6. The Department of Fish and Game's Grant Manager is: Jim Thompson, 1760 Bidwell, Red Bluff, CA 96097, Phone (530) 528-9406, Fax (530) 528-9408. The Grant Manager may be changed at any time by Grantor providing a ten (10) day advance written notice to the Grantee.
7. The Grantee's Project Manager is: Donnie Ratcliff, 14225 Holiday Road, Redding, CA, 96003, Phone (530) 242-5551, Fax (530) 275-1512, dratcliff@fs.fed.us. The Grantee's Project Manager may be changed at any time by the Grantee by providing a ten (10) day written notice to the Grantor.

Exempt From DGS  
Review / Approval

## 49.1 - Exhibit 01—Continued

USDA Forest Service, Shasta-Trinity National Forest

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8. Prevailing wages may be required to be paid on certain types of projects, typically public works projects. Existing law defines "public works," as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds.

California Fish and Game Code section 1501.5 exempts from the prevailing wage requirements, contracts with public agencies, nonprofit organizations, or Indian tribes that exceed \$50,000 in cost, excluding the cost of gravel. In addition, State Legislature passed Assembly Bill 2690, which amended Labor Code section 1720.4, to exclude most work performed by volunteers from the prevailing wage requirements.

Any questions of interpretation regarding the Labor Code should be directed to the Director of the Department of Industrial Relations, the State department having jurisdiction in these matters. You may also refer to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>.

9. No work can be performed until the Grantee has received:
- An executed copy of this grant; and
  - A formal "Notice to Proceed" including written notification from the Grant Manager verifying that the project has been reviewed and approved pursuant to the California Environmental Quality Act for any applicable project.
10. This Grant does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor as appropriate on those projects where local, state, or federal permits or other environmental compliance is required.
11. It will be the responsibility of the Grantee to obtain all permits and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner(s) for access to perform grant work.
12. No property will be purchased with funds provided by the Grantor under this grant without prior approval of the State. The Grantor does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the Grantor. The Grantor's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the Grantor or its officers, employees, or agents.
- For the purpose of this Grant, "equipment" shall be defined as tangible property (including furniture) with a unit cost of \$500.00 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
13. The Grant Manager may require the Grantee to submit progress reports as often as deemed necessary, but not more often than once a month. If the project is not completed in the current year, the Grantee will submit a summary of the completed portion no later than December 31 and again each year until completed.
14. Grant disbursements will be made to the Grantee in arrears, upon receipt by the Grant Manager of an original itemized invoice. In addition, a single copy of the invoice must be faxed or sent to the Grant Coordinator at: (530) 225-2348, Department of Fish and Game, Attn: Jenny Smith, 601 Locust Street, Redding, CA 96001. Invoices may not be submitted more frequently than monthly, in arrears, with the exception of the invoice for final retention See #17. The invoice shall contain the following information:
- The word "Invoice" should appear in a prominent location at the top of the page(s);

Chapter 40 - Collection Agreements

Amendment: 1509.11-2009-1

Effective date: October 20, 2009

49.1 - Exhibit 01—Continued

USDA Forest Service, Sanasta-Trinity National Forest

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- b. Printed name of the Grantee;
  - c. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
  - d. Name of the Region/Division of the Department of Fish and Game being billed;
  - e. The date of the invoice and the time period covered; i.e., the term "from" and "to";
  - f. The number of the Grant upon which the claim is based;
  - g. The invoice must be itemized using the categories and following the format of the budget in Exhibit B;
  - h. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
  - i. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
  - j. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.
15. Grantee agrees that all travel and per diem paid its employees under this Grant shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.
16. Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The final invoice must include a budget summary of cost share expenditures by fund source.
17. Grantor shall withhold 10% from each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention.
18. Any disputes concerning the project or the Grant shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.
19. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant and for a period of three (3) years after receipt of final payment. During such time, said records shall be made available to the State of California, or their designated representative, for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be confined to those matters connected with the Grant, including but not limited to, the administration and overhead costs.
20. All subcontracts will be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subcontracts.
21. If a subcontractor is used, then a written copy of the sub agreement must be submitted to the Grant Manager, prior to the commencement of work by the subcontractor. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the grant.

**49.1 - Exhibit 01--Continued**

**USDA Forest Service, Shasta-Trinity National Forest**

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22. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of this Grant, including review and inspection on a daily basis.
23. The project specifications subject to this Grant may only be amended in writing by mutual agreement of the Grantor and Grantee.
24. The Grantor may terminate the Grant upon giving thirty (30) days written notice to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.
25. Under Fish and Game Code section 1501.5 and Public Resources Code section 6217.1, DFG is authorized to collect information from grantees in order to process, track and ensure completion of grant projects. A Grantee's name and address may be provided to the public if requested. Other personal information submitted on this grant may be released to governmental entities involved with the funding of the project, for law enforcement purposes, pursuant to court order, or for official natural resources management purposes.

A Grantee may obtain a copy of his/her grant file maintained by the Grantor by submitting a written request to the Department of Fish and Game, Fisheries Restoration Grant Program, Native Anadromous Fish and Watershed Restoration Branch, 830 S Street, Sacramento, CA 95814. All requests must include the requestor's name, address, and telephone number.

26. The Grantee shall comply with all applicable state laws, rules, regulations and local ordinances specifically including but not limited to environmental, procurement and safety laws, rules, regulations and ordinances. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) and/or section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt or suspend the work for which the grant monies are supplied.

**49.1 - Exhibit 01—Continued**

**USDA Forest Service, Sasta-Trinity National Forest**

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**EXHIBIT A  
Packers Creek Bridge Fish Passage Project  
SCOPE OF WORK**

Under direction of the Department of Fish and Game, and under the following conditions and terms, the Grantee will:

1. Re-establish fish passage for steelhead trout in the Packers Creek watershed in Trinity County, California. The objective is to provide access to 2.0 miles of habitat, to increase spawning habitat for adult salmonids and rearing habitat for juvenile salmonids.
2. The Grantee will conduct work on Packers Creek watershed. The project will occur at the intersection of Trinity County Road 324 and Packers Creek, directly upstream from the confluence with Big Creek. The project is located in Township 32N, Range 11W, Section 6 of the Hayfork Bally 7.5 Minute U.S.G.S. Quadrangle, at 40.6535 N latitude and 123.1570 W longitude as depicted in Exhibit C, Project Location Map, which is attached and made part of this agreement by this reference.
3. Improve fish passage providing access to habitat for salmonids in Packers Creek by completing the following work:
  - Design engineered plans for the bridge installation to be submitted to the Grant Manager prior to project commencement. The plans will include details of construction, scaled drawings of the culvert as well as specifics on traffic detour, water diversion and fish relocation if necessary.
  - Implement plans for fish removal, water diversion and traffic detour.
  - Excavate channel to original width, depth and slope to expose natural channel morphology and armor. Side slopes will be treated to match original contours above and below the road.
  - Install a 66' long x 15'4" wide bridge. The bridge will be constructed of four 2'2" x 4' x 66' precast prestressed voided concrete slabs with an asphalt surface. The bridge will be attached to concrete abutments. The abutments will be armored as necessary.
  - Treat disturbed and/or erodible stream banks at the project site with boulders and rock riprap. Any additional disturbed soils will be seeded, mulched and planted with native plants.
  - If instream grade control structures are required to maintain the integrity of the stream channel, the Grantee will use large quarry rock boulders secured to each other.
4. All stream crossings will meet flow carrying capacity required for a 100 year flood event as identified by specifications determined by NOAA Fisheries and the Department of Fish and Game.
5. All crossing upgrades in fish bearing reaches of streams will follow the National Marine Fisheries Service (NMFS 2001) Guidelines for Salmonid Passage at Stream Crossings and DFG criteria for adult and juvenile salmonid fish passage as described in the Third Edition, Volume II, Part IX, February 2003, of the *California Salmonid Stream Habitat Restoration Manual*. Culvert replacement or modification designs shall be visually reviewed and authorized by NOAA Fisheries (or DFG) engineers prior to commencement of work.
6. The landowner/Grantee must maintain road upgrading projects for at least 10 years.
7. Sites which are expected to erode and deliver sediment to the stream are the only locations where work will be authorized for reimbursement under the terms of this agreement. Reimbursement will not be authorized for work done to improve aesthetics only.
8. The Grantee shall notify the Grant Manager a minimum of five working days before any fish bearing stream reaches are dewatered and the stream flow diverted. The notification will provide a reasonable time for Department personnel to supervise the implementation of the water diversion



#### 49.1 - Exhibit 01—Continued

USDA Forest Service, Siskiyou-Trinity National Forest

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plan and oversee the safe removal and relocation of salmonids and other aquatic species from the project area. If the project requires dewatering of the site, and the relocation of salmonids, the Grantee will implement the following measures to minimize harm and mortality to listed salmonids:

- Fish relocation and dewatering activities shall only occur between June 15 and October 31 of each year.
  - The Grantee shall minimize the amount of wetted stream channel dewatered at each individual project site to the fullest extent possible.
  - All electrofishing shall be performed by a qualified fisheries biologist and conducted according to the National Marine Fisheries Service, *Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act*, June 2000.
  - The Grantee will provide fish relocation data to the Grant Manager on a form provided by the Department of Fish and Game.
  - Additional measures to minimize injury and mortality of salmonids during fish relocation and dewatering activities shall be implemented as described in Part IX, pages 52 and 53 of the *California Salmonid Stream Habitat Restoration Manual*.
9. All habitat improvements will follow techniques described in the Third Edition, January 1998, of the *California Salmonid Stream Habitat Restoration Manual*, Flossi et al. and the *California Salmonid Stream Restoration Manual*, Third Edition, Volume II, Part XI, January 2004.
10. Work in flowing streams is restricted to June 15 through October 31. Actual project start and end dates, within this timeframe, are at the discretion of the Department of Fish and Game. Planting of tree seedlings will take place after December 1 or when sufficient rainfall has occurred to insure the best chance of survival of the seedlings. The standard for success is 80% survival of plantings or 80% ground cover for broadcast planting of seed, after a period of three years.
11. If the project will not be completed by March 31, 2010, and therefore the grantee will be requesting an amendment for time, this request and a justification for the delay resulting in the time request must be submitted no later than December 1, 2009.
12. An annual report will be submitted each year, no later than December 1, detailing the work completed that field season. The annual report will include, but not necessarily be limited to the following where applicable:
- Implementation start and end dates
  - Percentage of the project completed in total to date
  - Dewatering and fish relocation on DFG data sheet (to be provided by the DFG grant manager upon request)
  - Project start and end dates for work to be implemented the following season

The annual report will also include, on a site by site basis:

- Sediment spoils volume estimate per road segment
- Stream crossings treated to improve fish passage (number)
- Stream crossings upgraded
- Sediment volume prevented from entering the stream per crossing
- Sediment spoils volume estimate per crossing
- Stream length treated in feet (count one side only)
- Length of aquatic habitat disturbed (feet)
- Number of instream structures installed/modified
- Area of each structure installed within bankfull width (length x width)
- Number of barriers removed/modified
- Stream length opened for fish passage
- Sediment volume prevented from entering the stream

49.1 - Exhibit 01--Continued

USDA Forest Service, Siskiyou-Trinity National Forest

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13. Upon completion of the project, the Grantee shall submit two hard copies of a final written report and one electronic, *Microsoft Word* compatible, copy on a CD. The report shall include, but not necessarily be limited to the following information:
- Grant number
  - Project name
  - Geographic area (e.g., watershed name)
  - Location of work – show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical map
  - Geospatial reference/location (lat/long is preferred – defined as point, line, or polygon)
  - Project start and end dates and the number of person hours expended
  - Total of each fund source, by line item, expended to complete the project, breaking down Grant dollars, by line item, and any other funding, including type of match (cash or in-kind service)
  - Expected benefits to anadromous salmonids from the project
  - Labeled before and after photographs of any restoration activities and techniques
  - Specific project access using public and private roads and trails, with landowner name and address
  - Complete as built project description
  - Report measurable metrics for the project by responding to the restoration project metrics listed below.

**Habitat Protection and Restoration Projects– Reporting Metrics (HB)**  
(Report N/A to those that do not apply)

Habitat Projects: (all)

- Identify the watershed/sub-basin plan or assessment in which the project is identified as a priority.
- Name the priority habitat limiting factors identified in that plan that are addressed by the project
- Type of monitoring included in the project
  - Design spec achieved
  - Fish movement/abundance
- Number of stream miles treated/affected by the project within the project boundaries.

Fish Passage Improvement Projects (HB):

- Number of blockages removed or made passable.
- Number of miles made accessible to salmonids.

14. The Grantee will acknowledge the participation of the Department of Fish and Game, Fisheries Restoration Grant funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Packers Creek Bridge Fish Passage Project.

### 49.1 - Exhibit 01—Continued

USDA Forest Service, Sasta-Trinity National Forest

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#### EXHIBIT B Packers Creek Bridge Fish Passage Project BUDGET

The Grantee will provide up to \$125,670 in funds or in-kind services as cost share to complete tasks described in paragraphs 1-14 of Exhibit A, Scope of Work, and in Table 1 below. The Grantor will provide an amount not to exceed \$628,205 as shown below in this Budget. Accurate records of in-kind funds or services will be provided to the Grantor with the final invoice.

#### PERSONAL SERVICES

Level of Staff	Number of Units	Unit Rate	Total
Total Personal Services			\$0

#### OPERATING EXPENSES

Materials & Supplies - including but not limited to:

Site Prep – Clearing and Grubbing	1	sum	\$13,350	\$13,300
Seed Mulch	1	sum	\$2,530	\$2,530
Construction Staking	1	sum	\$8,840	\$8,840
Base Rock	1	sum	\$8,850	\$8,850
Asphalt Paving	1	sum	\$19,000	\$19,000
Disposal of Existing Material	1	sum	\$7,300	\$7,300
Detour Development	1	sum	\$18,975	\$18,975
Mobilization – Contractor	1	sum	\$63,250	\$63,250
Removal of Existing Structures	1	sum	\$75,900	\$75,900
Structural Excavation	120	yd's	\$38	\$4,560
Structural Backfill	38	yd's	\$110	\$4,180
Drainage Excavation	1,200	yd's	\$25	\$30,000
Placed Riprap – Class 6	200	yd's	\$160	\$32,000
Geotextile – Type IV-C	150	yd's	\$8	\$1,200
Structural Concrete – Class A	35	yd's	\$1,520	\$53,200
Precast Concrete Members	4	each	\$24,200	\$96,800
Reinforcing Steel	2,700	Lb.	\$3	\$8,100
Steel Bridge Railing	131	Ft. (Lin)	\$190	\$24,890
Bridge Approach Rail – Type II, Class B	100	Ft. (Lin)	\$130	\$13,000
Terminal Section	4	Each	\$190	\$760
Anchorage	4	Each	\$2,275	\$9,100
Elastomeric Bearing Device	8	Each	\$380	\$3,040
Drilled Shafts	102	Ft. (Lin)	\$765	\$78,030
Geocomposite Sheet Drain System	40	yd's	\$25	\$1,000
Object Markers – Type 3	4	Each	\$100	\$400

**TOTAL OPERATING** **\$578,205**

**Subtotal** **\$578,205**

**Grand Total** **\$578,205**

Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook  
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49.1 - Exhibit 01--Continued

USDA Forest Service, Sasta-Trinity National Forest

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\* Travel Expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Table of Funding Sources and Cost Share


SOURCE OF FUNDS	CASH	IN-KIND (If Applicable)	TOTAL
Fisheries Restoration Grant Program	\$578,205	\$	\$578,205
Other State Agency(ies)	\$	\$	\$
Federal USFS	\$	\$125,670	\$125,670
Applicant	\$	\$	\$
Other(s) including partners	\$	\$	\$
Total Project Cost	\$578,205	\$125,670	\$703,875

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grant Manager. Projects with undisclosed fund sources may be subject to an audit.

**49.2 - FS-1500-11a, Collection Agreement RMEF Reimbursable Sample**

**49.2 - Exhibit 01**

**FS-1500-11a, Collection Agreement RMEF Reimbursable Sample**

 USDA Forest Service	OMB 0596-0217
	FS-1500-11A
FS Agreement No.	09-CO-11021400-004
RMEF Project No.	WY080357

**REIMBURSABLE COLLECTION AGREEMENT**  
**Between the**  
**ROCKY MOUNTAIN ELK FOUNDATION**  
**And the**  
**U.S. FOREST SERVICE, SHOSHONE NATIONAL FOREST**  
  
**Clark's Fork Aspen Restoration Project # WY080357**

This Collection Agreement (agreement) is hereby made and entered into by and between the Rocky Mountain Elk Foundation, hereinafter referred to as the RMEF, and the Forest Service, Shoshone National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) as amended by P.L. 104-127.

**I. PURPOSE:**

The purpose of this agreement is to document the RMEF's voluntarily contribution of funds to the Forest Service for the Clark's Fork Aspen Restoration Project #WY080357. Project funds will be used to enhance approximately 50 acres of aspen in the Clark's Fork area of the Shoshone National Forest. Aspen is declining in this area due to conifer encroachment. Conifer dominated aspen will be mechanically treated using a mulching machine or similar equipment. All age classes of conifers will be removed and aspen will be selectively thinned where necessary to increase suckering.

This project is considered to be mutually beneficial to the RMEF and the Forest Service. As such, the Forest Service agrees to waive recovery of indirect costs (see III.B. and III. F. below).

**49.2 - Exhibit 01--Continued**



USDA Forest Service

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**II. THE RMEF SHALL**

- A. Upon presentation of a Bill for Collection, reimburse the Forest Service for up to \$8,000 as shown in the incorporated Financial and Operating Plan, attached as Exhibit A.
- B. LEGAL AUTHORITY. Have the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the project costs identified in Exhibit A under the column entitled RMEF to ensure proper planning, management, and completion of the project).

**III. THE FOREST SERVICE SHALL:**

- A. Administer a contract to treat approximately 50 acres of conifer-dominated aspen stands as described in the project proposal. The work will be conducted under the supervision of the Forest Service.
- B. Bill the Foundation for actual expenses under the terms of the agreement not to exceed \$8,000 (the authorized amount) according to the terms in the REIMBURSABLE BILLING provision. The amount billed will be based upon direct project costs incurred by the Forest Service and will not include indirect costs. Projected expenses are described in the attached Financial Plan, see Exhibit A (see III-F).
- C. Recognize the RMEF's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs or other media as appropriate.
- D. Communicate progress to the RMEF on a regular basis. Progress reports may include, but are not limited to annual progress reports, in-house publications, follow-up and monitoring reports.
- E. Within 60 days of project completion, submit an RMEF Project Completion Report detailing project activity to RMEF. Project Completion Report shall include any available photos (of pre- through post- project activities).

**49.2 - Exhibit 01--Continued**



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**F. REIMBURSABLE BILLING.**

Bill the RMEF quarterly, as of December 31, March 31, June 30, and September 30 (or an earlier fiscal year cutoff in September established by the Forest Service annually) for funds sufficient to cover the costs for the specific payment period.

If individual billings are less than \$25, the RMEF may hold until the next quarterly bill and pay both at once. Although a dunning notice may be issued, late charges will be waived. When payment is made, both Bills for Collection shall be submitted to the Lockbox for proper distribution of payment.

Forest Service spending against the project job code will cease at least 60 days prior to the Project Funding End date, August 8, 2010, shown in the RMEF project approval letter, to allow sufficient time for all costs to be recorded and included in the final billing.

Final billing will be made on or before July 8, 2010 (30 days prior to the Project Funding End Date) to ensure invoices are processed prior to the expiration date of the project funds. All reimbursement billings shall be completed within the same fiscal year as Forest Service expenditures. The Forest Service shall submit a list of itemized expenditures (transaction register) to RMEF with the final Bill for Collection

**Billings must be sent to:**

Rocky Mountain Elk Foundation

ATTN: Lands and Conservation

5705 Grant Creek Road

Missoula, MT 59808

If payment is not received to the satisfaction of the Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

The specific payment period will begin on the issuance date of the RMEF grant award letter. HOWEVER, project costs cannot be incurred by the Forest Service before this agreement is signed by both parties and a job code is issued by the Albuquerque Service Center.

**49.2 - Exhibit 01--Continued**



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- G. Use the RMEF funds only for the purpose of performing the work necessary and agreed upon in the RMEF approved project proposals as identified in the Financial and Operating Plan, Exhibit A.

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

- A. RMEF funding policy requires at least a 1:1 matching fund ratio and expects project cost savings to be distributed among the project-contributing partners.

To avoid financial exposure due to potential loss of RMEF project funding, costs shall be incurred against the reimbursable job code established for the RMEF funds first.

- B. PRINCIPAL CONTACTS. The principal contacts for this agreement are:

**RMEF Contacts:**

Erin Zwiener  
Billing, Forms, & Signatures  
Phone: (406) 523-3444  
E-mail: [erinzwiener@rmef.org](mailto:erinzwiener@rmef.org)

Christine Hastings  
Project Updates, Photos,  
Reporting & Recognition  
Phone: (406) 523-4541  
E-mail: [christine@rmef.org](mailto:christine@rmef.org)

Tom Toman  
Policy, Agreements & Contracts  
Phone: (406) 523-3443  
E-mail: [tom@rmef.org](mailto:tom@rmef.org)

**RMEF Contact Mailing Address :**

Rocky Mountain Elk Foundation  
ATTN: Lands and Conservation Department  
5705 Grant Creek Road  
Missoula, MT 59808

**Forest Service Project Contact**

Andrew Pils  
Wildlife Biologist  
203A Yellowstone Ave  
Cody, WY 82414  
Phone: 307-577-5215  
Fax: 307-577-7158  
E-mail: [apils@fs.fed.us](mailto:apils@fs.fed.us)

**Forest Service Grants & Agreements Contact**

Margi Brayton Gray  
G&A Specialist  
2013 Eastside 2<sup>nd</sup> St  
Sheridan, WY 82801  
Phone: 307-675-2677  
Fax: 307-675-2666  
E-mail: [mbrayton@fs.fed.us](mailto:mbrayton@fs.fed.us)



**49.2 - Exhibit 01--Continued**



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- A. FREEDOM OF INFORMATION ACT. Public access to agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- B. IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements. No part of this instrument entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Forest Service Regulations.
- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the RMEF from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any RMEF contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the RMEF's products or activities. Similarly, any Forest Service contributions made under this agreement do not by direct reference or implication convey RMEF endorsement of the Forest Service's products or activities.
- E. TERMINATION. Either party, in writing, may terminate this agreement 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 agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- F. MODIFICATION. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- G. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and Grant Award Letter deadline) at which time it will expire. This date allows time for final bill to capture project costs and reach the RMEF by the Grant Award Letter deadline.

**49.2 - Exhibit 01--Continued**



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- G. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

TOM TOMAN, Conservation Program Manager Rocky Mountain Elk Foundation	Date
TERRY ROOT, Acting Forest Supervisor U.S. Forest Service, Shoshone National Forest	Date

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

MARGIE BRAYTON GRAY  
U.S. Forest Service Grants & Agreements Specialist

Date

**49.2 - Exhibit 01--Continued**



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**EXHIBIT A**

**FINANCIAL AND OPERATING PLAN**

<b>RMEF Project #</b>	<b>Name/Description</b>	<b>District</b>	<b>FS \$</b>	<b>RMEF \$</b>
WY080357	Clark's Fork Aspen Restoration	Clark's Fork	\$9,000	\$8,000
<b>RMEF PROJECT CONTRIBUTION:</b>				<b>\$8,000</b>

Project Type: Noxious Weed Eradication/Control

Estimated Treatment Area: 50 acres

**49.3 - FS-1500-11b, Collection Agreement, RMEF Advance Sample**

**49.3 - Exhibit 01**

**FS-1500-11b, Collection Agreement RMEF Advance Sample**



USDA Forest Service

OMB 0596-0217

FS-1500-11B

FS Agreement No.

09-CO-11061700-065

RMEF Project No.

WA090063

**ADVANCE COLLECTION AGREEMENT**

**Between the**

**ROCKY MOUNTAIN ELK FOUNDATION**

**And the**

**U.S. FOREST SERVICE, OKANOGAN-WENATCHEE NATIONAL FOREST**

**Rattlesnake Drainage Elk Habitat Improvement Project #WA090063**

This Collection Agreement (agreement) is hereby made and entered into by and between the Rocky Mountain Elk Foundation, hereinafter referred to as the RMEF, and the Forest Service, Okanogan-Wenatchee National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) as amended by P.L. 104-127.

**I. PURPOSE:**

The purpose of this agreement is to document the RMEF's voluntarily contribution of funds to the Forest Service for the Rattlesnake Drainage Elk Habitat Improvement Project, #WA090063. Project funds will be used for a contract to accomplish on the ground improvements and some of the related salary costs.

This project is considered to be mutually beneficial to the RMEF and the Forest Service. As such, the Forest Service agrees to waive recovery of indirect costs (see III.B. and III. F. below).

**II. THE RMEF SHALL**

- A. Upon presentation of a Bill for Collection, advance the Forest Service \$26,182 as shown in the incorporated Financial and Operating Plan, attached as Exhibit A.

**49.3 - Exhibit 01--Continued**



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- B. **LEGAL AUTHORITY.** Have the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the project costs identified in Exhibit A under the column entitled RMEF to ensure proper planning, management, and completion of the project).

**III. THE FOREST SERVICE SHALL:**

- A. Provide the labor, materials and administration necessary to perform the habitat improvement project in Rattlesnake drainage as described in the project proposal. The work will be conducted under the supervision of the Forest Service.
- B. Recognize the RMEF's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs or other media as appropriate.
- C. Communicate progress to the RMEF on a regular basis. Progress reports may include, but are not limited to annual progress reports, in-house publications, follow-up and monitoring reports.
- D. Within 60 days of project completion, submit a RMEF Project Completion Report detailing project activity to RMEF. Project Completion Report shall include any available photos (of pre- through post- project activities).

The Forest Service shall submit a list of itemized expenditures (transaction register) to RMEF with the Project Completion Report.

- E. **ADVANCE BILLING.** Bill RMEF prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period. Overhead is not assessed. The advance billing must be sent to:

**Billings must be sent to:**

Rocky Mountain Elk Foundation  
ATTN: Lands and Conservation  
5705 Grant Creek Road  
Missoula, MT 59808

**49.3 - Exhibit 01--Continued**



USDA Forest Service

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If payment is not received to the satisfaction of the Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

The specific payment period will begin on the issuance date of the RMEF grant award letter. HOWEVER, project costs cannot be incurred by the Forest Service before this agreement is signed by both parties, the advance collection is received, and a job code is issued by the Albuquerque Service Center.

Use the RMEF funds only for the purpose of performing the work necessary and agreed upon in the RMEF approved project proposals as identified in the Financial and Operating Plan, Exhibit A.

- F. REFUNDS. Funds collected in advance by the Forest Service which are not spent or obligated for the project(s) approved under this agreement must be refunded to the RMEF, unless authorized for use in a new agreement by RMEF, or waived by RMEF within 90 days of the expiration date. Due to processing costs, any balance less than \$25 will not be refunded.

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

- A. RMEF funding policy requires at least a 1:1 matching fund ratio and expects project cost savings to be distributed among the project-contributing partners.

- B. PRINCIPAL CONTACTS. The principal contacts for this agreement are:

**RMEF Contacts:**

Erin Zwiener  
Billing, Forms, & Signatures  
Phone: (406) 523-3444

Christine Hastings  
Project Updates, Photos,  
Reporting & Recognition  
Phone: (406) 523-4541

Tom Toman  
Policy, Agreements &  
Contracts  
Phone: (406) 523-3443

E-mail: [erinzwiener@rmef.org](mailto:erinzwiener@rmef.org)

E-mail: [christine@rmef.org](mailto:christine@rmef.org)

E-mail: [tom@rmef.org](mailto:tom@rmef.org)

**49.3 - Exhibit 01--Continued**



USDA Forest Service

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**RMEF Contact Mailing Address :**

Rocky Mountain Elk Foundation  
ATTN: Lands and Conservation Department  
5705 Grant Creek Road  
Missoula, MT 59808

**Forest Service Project Contact**

Michael Poor, Project Manager  
Naches Ranger District  
10237 Highway 12  
Naches, WA 98937  
Phone: 519-655-1568  
Fax: 519-655-2633  
E-mail: [mpoor@fs.fed.us](mailto:mpoor@fs.fed.us)

**Forest Service Grants & Agreements Contact**

Rick Edwards, Grants & Agreements Specialist  
Okanogan-Wenatchee NF's  
215 Melody Lane  
Wenatchee, WA 98801  
Phone: 519-667-9325  
Fax: 519-667-9273  
E-mail: [redwards@fs.fed.us](mailto:redwards@fs.fed.us)

- C. **FREEDOM OF INFORMATION ACT.** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- D. **IMPROVEMENTS.** Improvements placed on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements. No part of this instrument entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable Forest Service Regulations.
- E. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the Forest Service or the RMEF from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. **ENDORSEMENT.** Any RMEF contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the RMEF's products or activities. Similarly, any Forest Service contributions made under this agreement do not by direct reference or implication convey RMEF endorsement of the Forest Service's products or activities.

Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook  
Chapter 40 - Collection Agreements  
Amendment: 1509.11-2009-1  
Effective date: October 20, 2009

**49.3 - Exhibit 01--Continued**



USDA Forest Service

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- G. **TERMINATION**. Either party, in writing, may terminate this agreement 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 agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.
- H. **MODIFICATION**. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change
- I. **COMMENCEMENT/EXPIRATION DATE**. This agreement is executed as of the date of last signature and is effective through **February 4, 2011** (enter date 60 days prior to the RMEF Grant Award Letter deadline) at which time it will expire. This date allows time for final bill to capture project costs and reach the RMEF by the Grant Award Letter deadline.
- J. **AUTHORIZED REPRESENTATIVES**. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

TOM TOMAN, Director of Conservation Rocky Mountain Elk Foundation	Date
REBECCA LOCKETT HEATH, Forest Supervisor U.S. Forest Service, Okanogan-Wenatchee National Forests	Date

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

RICK EDWARDS  
U.S. Forest Service Grants & Agreements Specialist

Date



**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook**  
**Chapter 40 - Collection Agreements**  
**Amendment: 1509.11-2009-1**  
**Effective date: October 20, 2009**

**49.3 - Exhibit 01--Continued**



USDA Forest Service

OMB 0596-0217  
FS-1500-11B

**Rattlesnake Drainage Elk Habitat Improvement**  
**Rocky Mountain Elk Federation and Okanogan-Wenatchee NF**

	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS			(m) Total
	(a) Non-Cash	(b) In-Kind	(c) Cash	(d) RMEF Cash to FS **	(e) Third Party Non-Cash	(f) Third Party In-Kind	
<b>COST ELEMENTS</b>							
Direct Costs							
Salaries/Labor	\$2,445.00			\$2,445.00			\$4,890.00
Travel							\$0.00
Equipment	\$520.00						\$520.00
Materials & Supplies	\$50.00						\$50.00
Contracts				\$23,737.00			\$23,737.00
Other	\$44,000.00						\$44,000.00
Subtotal	\$47,015.00	\$0.00	\$0.00	\$26,182.00	\$0.00	\$0.00	\$73,197.00
Indirect Costs							\$0.00
Total	\$47,015.00	\$0.00	\$0.00	\$26,182.00	\$0.00	\$0.00	\$73,197.00

\* This Financial Plan provides a summary of the financial arrangement between the two parties to support this cooperative habitat improvement project on the OWNF. The RMEF will not fund more than 50% of any project

**Cooperator Shares:**

USFS and other partner funding	\$47,015	64%
RMEF	\$26,182	36%

\*\* The Foundation share does not include any Forest Service project administration or general administrative overhead (indirect) costs.

**Column Details:**

(a) FS Non-cash =  
                     Salaries/Labor = Cost to implement contract for the project  
                     Equipment = Vehicle cost going to and from Project  
                     Materials & Supplies = Flagging, Posting and related inspection materials  
                     Other = Burning cost after completion of project

FS-sponsored share may be increased by additional funding from the Mule Deer Foundation. The status of this additional contribution is unknown as of 3/12/09.

(d) RMEF Cash to FS = Salaries/Labor = FS salary cost to implement project  
                                 Contracts = funds for contract for on the ground work to accomplish acres