



FS Agreement No. _____

Association Agreement No. _____

**PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
with an INTERPRETIVE ASSOCIATION**

To
MASTER PARTICIPATING AGREEMENT #
BETWEEN

AND THE
U.S. FOREST SERVICE

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the _____, hereinafter referred to as “the Association,” and the U.S. Forest Service, _____, hereinafter referred to as the U.S. Forest Service, as specified under the provisions of Master Participating Agreement # _____.

I. GENERAL PROJECT DESCRIPTION

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

II. RESPONSIBILITIES:

A. The Association shall:

1. Comply with terms of the Operating Plan in Exhibit A, attached.
- 2.
3. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

B. The U.S. Forest Service shall:



1. The U.S. Forest Service agrees to allow the Association to use those facilities that are designated in Section II.A. of the Annual Operating Plan for the sale of education and interpretive items for the benefit of the visiting public.

- a. Sales Items

The U.S. Forest Service shall cooperate with the Association in the planning and design of merchandise appropriate for sale by the Association at the U.S. Forest Service facilities.

- b. Facilities

The U.S. Forest Service shall provide the Association with such sales and other facilities as may hereafter be deemed necessary or desirable by the U.S. Forest Service, provided that the U.S. Forest Service reserves the right to relocate or withdraw any such facilities in order to meet needs of the U.S. Forest Service upon reasonable notice. The U.S. Forest Service shall have emergency access to all facilities, and may make such surveys and inspections as the U.S. Forest Service deems necessary.

- c. Personnel

The U.S. Forest Service shall designate an employee as Interpretive Association Coordinator. This person will serve as a liaison to the Association. The role of the Interpretive Association Coordinator (Liaison) is to represent the interests of the U.S. Forest Service and to provide assistance to the Association; hence, he or she shall not be an officer, board member or trustee of the Association. His or her scope of Association responsibility shall be limited to ensuring that the spirit and intent of this Agreement are fulfilled and to provide expertise on Associations.

2. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the Association's . Each invoice from the Association shall display the total project costs for the billing period, separated by U.S. Forest Service and Error: Reference source not found share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Association's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:



1. The Association's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by U.S. Forest Service and Association share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by 'reimbursement'
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to:

3. **ADVANCE PAYMENT.** The U.S. Forest Service shall make advance payment upon receipt of an invoice from the Association. The invoice must be submitted no more than monthly and the total must not exceed the U.S. Forest Service's share of anticipated expenses as identified on the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice, separated by U.S. Forest Service and the Association's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If the Association receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the U.S. Forest Service upon expiration of this agreement. The final invoice from the Association must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:



1. The Association’s name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by ‘advance’
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to:

4. AVAILABILITY OF FUNDS. U.S. Forest Service funds in the amount of \$ _____ are currently available for performance of this agreement through _____. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond _____ until funds are made available to the U.S. Forest Service for performance and until the Association receives notice of availability to be confirmed in a written modification by the U.S. Forest Service.
5. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Error: Reference source not found to purchase equipment necessary to accomplish activities described in this Supplemental Project Agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the Association on completion of the project, if appropriate.
6. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment



supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

7.

III. CONTACTS & TIME LIMITS:

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

Principal Association Contacts:

Association Program Contact	Association Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Association acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible



for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Association fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Error: Reference source not found Association has expended in violation of sections 433 and 434.

C. TERMINATION. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the Association agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification from either party to the other setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the Association shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Association for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the Association up to the effective date, except when terminated solely by the Association. Excess funds must be refunded within 60 days after the effective date of termination.

D. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the Association shall close out the agreement.

Any unobligated balance of cash advanced to the Association shall be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21/ 2 CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement shall be submitted to the U.S. Forest Service by the Association.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through _____ at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

E. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

F.

IV. APPROVAL

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

_____, _____ Date

_____, Regional Forester _____ Date
U.S. Forest Service,

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

U.S. Forest Service Grants Management Specialist _____ Date

**EXHIBIT A****ANNUAL OPERATING PLAN****I. PURPOSE:**

The purpose of this Annual Operating Plan (AOP) is to identify procedures of managing interpretive material sales on the National Forest.

II. INTERPRETIVE SALES OPERATING GUIDELINE:

A. The Association may conduct business on the U.S. Forest Service sites described below:

B. Hours and Season of Operation:

1. The Association sales area will be open at each location listed in Section II-A. Each sales location will operate with a full inventory of materials supplied by the Association.

C. Merchandise and Prices:

1. Sales items will be subject to the approval of the Forest Supervisor or their designee and the Association Executive Director, or their designee.
2. All sales items will be educational and interpretive in nature and fit into the theme(s) of the Association and the U.S. Forest Service. A scope of sales will be developed between the U.S. Forest Service and the Association to identify appropriate items and will be made part of this operating plan.
3. The Association and the U.S. Forest Service will have available a price list of the merchandise being sold at each sales location for use by Association and U.S. Forest Service personnel.
4. No artifacts protected by the Antiquities Act of 1906 (Pub. L. 59-209), the Archeological Resources Protection Act of 1979 (Pub. L. 96-95), and the Alaska Historic Preservation Act of 1971, as amended, will be sold.

D. Inventory Maintenance and Responsibilities:

1. The Association will coordinate with a publishing company(s) (e.g., Globe Pequot, Falcon, or others) to provide inventory and stocking services. The Association may special order specific titles and other products that will further the goals of the U.S. Forest Service promoting educational, interpretive, cultural, and scientific program needs.



2. U.S. Forest Service personnel will offer sales items to the public as a supplement to their regular duties and keep the sales area neat and well stocked throughout the work day.
3. U.S. Forest Service personnel will be responsible for contacting the Association when additional inventory is needed.
4. The Association will deliver and pick up inventory from U.S. Forest Service locations, unless other arrangements are made (i.e. mail delivery, delivery to one sales location for distribution at other locations).
5. The Association will provide a receiving report with each inventory shipment. The report will list the items delivered. The U.S. Forest Service will reconcile the report and inventory to ensure accuracy and provide it to the Association.
6. Association personnel will take inventory of sales stock when necessary throughout the year. U.S. Forest Service personnel shall allow Association personnel access to the inventory upon request.

E. Financial Reporting:

1. U.S. Forest Service personnel at each location will be provided with and assure proper management of a (make fillable or delete amt) Association cash-on-hand fund. The cash-on-hand fund is to be used to make change during sales transactions and be retained in the safe/box provided by Association. The cash-on-hand fund will be returned to Association upon termination of this agreement. The cash-on-hand is the property of Association and Association personnel shall be allowed access to these monies upon request.
2. U.S. Forest Service personnel who assist the Association with sales will maintain a daily sales report. It is the responsibility of U.S. Forest Service personnel to know the Association's procedures for sales transactions.
3. Periodically, or when inventory is delivered, Association personnel will pick-up sales income at each location, or make other arrangements for delivery of proceeds, and return them to the main Association office for deposit processing. The Association and the U.S. Forest Service will reconcile sales income and the daily sales reports upon transfer of sales income from the U.S. Forest Service to Association.

F. Contributions:

1. All proceeds from the sales authorized by this agreement shall be retained by the Association and used for mutually agreed upon interpretive project(s) either approved under this agreement when no exchange of funds is necessary; or in a separate agreement(s) or Supplemental Project Agreement(s) (as applicable) when exchange of funds is necessary to complete mutually agreed upon Interpretive project(s).



g. Mutually agreed upon annual projects:

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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FINANCIAL PLAN