



FS Agreement No. _____

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT #
BETWEEN
AND THE
USDA, FOREST SERVICE

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

Title:

I. GENERAL PROJECT DESCRIPTION

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

II. RESPONSIBILITIES:

A. The _____ shall:

1.

B. The U.S. Forest Service shall:

- 1. 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. The U.S. Forest Service shall make payment upon receipt of the _____'s _____ invoice. Each invoice from the _____ shall display the total project costs for the billing period, separated by U.S. Forest Service and the _____'s 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 _____'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 _____'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 the U.S. Forest Service and _____ 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 the 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 shall 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:

2. **ADVANCE PAYMENT.** The U.S. Forest Service shall make advance payment upon receipt of an invoice from the _____. 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 _____'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 _____ receive(s) 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 _____ must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:



1. The _____'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 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:

3. LIMITATION 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 above this amount until _____ receives notice of availability confirmed in a written modification by the U.S. Forest Service.
4. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the _____ 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 _____ on completion of the project, if appropriate.
5. 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.

6.

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 Cooperator Contacts:

Cooperator Program Contact	Cooperator 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 DELINQUENT 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 434 434 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 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 debaring official of the United States Department of Agriculture has considered suspension or debarment



is not necessary to protect the interests of the Government. If _____ fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds _____ has expended in violation of sections 433 and 434.

C. 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.

D. 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.

E.

IV. APPROVAL

A. 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

_____,
U.S. Forest Service, Date

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

U.S. Forest Service Grants Management Specialist Date



Burden Statement

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FINANCIAL PLAN