



FS Agreement No. \_\_\_\_\_

Cooperator Agreement No. \_\_\_\_\_

**REIMBURSABLE COLLECTION AGREEMENT,  
Rocky Mountain Elk Foundation  
Between the  
ROCKY MOUNTAIN ELK FOUNDATION  
And the  
USDA, FOREST SERVICE,  
  
, Project #**

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 USDA, Forest Service, \_\_\_\_\_, hereinafter referred to as the "U.S. 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 U.S. Forest Service for the \_\_\_\_\_, # \_\_\_\_\_. Project funds will be used for \_\_\_\_\_.

This project is considered to be mutually beneficial to the RMEF and the U.S. Forest Service. As such, the U.S. 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, reimburse the U.S. Forest Service for \$ \_\_\_\_\_ 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 U.S. FOREST SERVICE SHALL:**

- A. Provide the labor, materials and administration necessary to perform \_\_\_\_\_ as described in the project proposal. The work will be conducted under the supervision of the U.S. Forest Service.



- B. Bill the Foundation for actual expenses under the terms of the agreement not to exceed (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 U.S. 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 a RMEF Project Completion Report detailing project activity to RMEF. Project Completion Report shall include any available photos (of pre- through post- project activities).
- 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 U.S. 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.

U.S. Forest Service spending against the project job code will cease at least 60 days prior to the Project Funding End date 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 (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 U.S. Forest Service expenditures. The U.S. 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 U.S. Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the U.S. 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 U.S. Forest Service before this agreement is signed by both parties and a job code is issued by the Albuquerque Service Center.

- 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:**

|   |  |  |
|---|--|--|
| Billing, Forms, &<br>Signatures<br>Phone: (406) 523-<br>3444<br><br>E-mail: | Christine Hastings<br>Project Updates,<br>Photos, Reporting<br>& Recognition<br>Phone: (406) 523-<br>4541<br><br>E-mail:<br><a href="mailto:christine@rmef.org">christine@rmef.org</a> | Tom Toman<br>Policy, Agreements<br>& Contracts<br>Phone: (406) 523-<br>3443<br><br>E-mail:<br><a href="mailto:tom@rmef.org">tom@rmef.org</a> |
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**RMEF Contact Mailing Address :**

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

**Principal U.S. Forest Service Contacts:**

|                                    |   |
|------------------------------------|---|
| <b>U.S. Forest Service Program</b> | <b>U.S. Forest Service Administrative</b> |
|------------------------------------|---|



| Manager Contact  | Contact  |
|--|--|
| Name:<br>Address:<br>City, State, Zip:<br>Telephone:<br>FAX:<br>Email: | Name:<br>Address:<br>City, State, Zip:<br>Telephone:<br>FAX:<br>Email: |

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 exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

D. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

E. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

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

G. ENDORSEMENT. Any RMEF contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the RMEF's products or activities. Similarly, any U.S. Forest Service contributions made under this agreement do not by direct reference or implication convey RMEF endorsement of the U.S. Forest Service's products or activities.

H. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. 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 U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

I. MODIFICATION. Modifications within the scope of this agreement 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

J. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through \_\_\_\_\_ 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.

K. 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.

\_\_\_\_\_,  
Rocky Mountain Elk Foundation

\_\_\_\_\_  
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

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. Response to this collection of information is Mandatory (Title VIII of IJJA). The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing the instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's Target Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call toll free at (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 522) govern the confidentiality to be provided for information received by the Forest Service.