



FS Agreement No. _____
Cooperator Agreement
No. _____

**ADVANCE COLLECTION AGREEMENT,
Rocky Mountain Elk Foundation
Between the
ROCKY MOUNTAIN ELK FOUNDATION, INC.
And the
USDA, FOREST SERVICE,

, Project #**

This Collection Agreement (agreement) is hereby made and entered into by and between the Rocky Mountain Elk Foundation, Inc., 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 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.E. below).

II. THE RMEF SHALL

- A. Upon presentation of a Bill for Collection, deposit with 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. 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 U.S. 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. Indirect costs are 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

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, the advance collection is received, and a job code is issued by the Albuquerque Service Center.

- F. 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.
- G. REFUNDS. Funds collected in advance by the U.S. 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.

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

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

RMEF Contacts:

Billing, Forms, & Signatures	Christine Hastings Project Updates, Photos, Reporting & Recognition	Karie Decker Policy, Agreements & Contracts
Phone: (406) 523-3444	Phone: (406) 532-4541	Phone: (406) 523-0225
E-mail:	E-mail: christine@rmef.org	E-mail: kdecker@rmef.org

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:

U.S. Forest Service Program Manger Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: 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. 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.
- F. 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.
- G. 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. Excess funds must be refunded within 60 days after the effective termination date.
- H. DEBARMENT AND SUSPENSION. RMEF shall immediately inform the U.S. 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 RMEF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- 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. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. RMEF is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" of the U.S. Forest Service, Department of Agriculture, ."



RMEF may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. RMEF is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- K. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with RMEF's contributions shall become the property of the U.S. Forest Service.
- L. 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.
- M. 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 IIA). 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.

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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.