



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

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

**STEWARDSHIP AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT**  
To  
**MASTER STEWARDSHIP AGREEMENT #**  
Between The  
  
And The  
**USDA, FOREST SERVICE**

This Supplemental Project Agreement (SPA) is hereby entered into by and between the \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_,” and the United States Department of Agriculture (USDA), Forest Service, \_\_\_\_\_, hereinafter referred to as the “Forest Service,” as specified under the provisions of Master Stewardship Agreement # \_\_\_\_\_.

**Background:**

Title:

**I. PURPOSE**

The purpose of this SPA is to document the cooperative effort between the parties to \_\_\_\_\_ in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan
Appendix E	Schedule of Items & Project Specifications

**II. THE PARTNER SHALL:**

- A. **TECHNICAL PROPOSAL.** In coordination with the U.S. Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal shall address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal shall abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the U.S. Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough



understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

1. A plan of operations for the stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the SPA.
2. Quality control plan for the stewardship projects.

The approved Technical Proposal will become part of this SPA without necessity of a formal modification.

B. BILLING. Bill the U.S. Forest Service for costs incurred on the project. *See related Provision .Payment/Reimbursement*

C.

### III. THE U.S. FOREST SERVICE SHALL:

A. SERVICE WORK. In coordination with \_\_\_\_\_, complete a Schedule of Items and Specifications, Appendix E.

B. TECHNICAL PROPOSAL REVIEW. Review the Technical Proposal and work with \_\_\_\_\_ to make any necessary changes. *See related Provision II-A.*

C. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:

1. Slash Treatment.
2. Weed Treatment.
3. Quality Control.
4. Utilization of Local Work Force.

D. PAYMENT/REIMBURSEMENT. The Forest Service will make payment upon receipt of \_\_\_\_\_'s monthly billings. Each invoice from \_\_\_\_\_ must display the total project costs to date of the invoice, separated by Forest Service and \_\_\_\_\_'s share. In-kind contributions must be displayed as a separate line item and will not be included in the total project costs. The final invoice from \_\_\_\_\_ will be submitted no later than 120 days from the expiration date.

The invoice must include, at a minimum:

1. \_\_\_\_\_'s name, address, and telephone number.
2. Forest Service agreement number.



3. Invoice date.
4. Dates of performance period.
5. Total invoice amount.
6. Detail by Schedule of Items.

The invoice must be forwarded to:

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

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:

- E. PAYMENT/REIMBURSEMENT The Forest Service shall reimburse \_\_\_\_\_ for the 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 Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of \_\_\_\_\_'s invoice. Each invoice from \_\_\_\_\_ shall display the total project costs for the billing period, separated by Forest Service and \_\_\_\_\_'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 \_\_\_\_\_'s full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. \_\_\_\_\_'s name, address, and telephone number.
2. 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 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 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 forwarded to:



EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

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:

- F. ADVANCE PAYMENT. The U.S. Forest Service shall make advance payment upon receipt of an invoice from . 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 ’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If 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 must be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. ’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: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

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:

G.

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

A. PRINCIPAL CONTACTS. The individuals listed below are authorized to act in their respective areas for matters related to this SPA.

**Principal Partner Contacts:**

Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:
<i>Title/Role/Responsibility:</i>	<i>Title/Role/Responsibility:</i>

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

Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:
<i>Title/Role/Responsibility:</i>	<i>Title/Role/Responsibility:</i>

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 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 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 \_\_\_\_\_ 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. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).

\_\_\_\_\_ shall 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](http://www.sam.gov).

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

E. ANNUAL MEETING. Annually, prior to commencement of work, both parties will meet to discuss the terms and conditions of this SPA.

F. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS). The parties will comply with the U.S. Forest Service's EMS which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on NFS lands. The U.S. Forest Service will provide \_\_\_\_\_ with details for compliance.

G. NEPA COMPLIANCE. The U.S. Forest Service will assure that this SPA incorporates necessary design criteria and standards for operation to comply with the NEPA document. \_\_\_\_\_ will work with the U.S. Forest Service to comply with these terms on the ground.

H. ACCEPTANCE OF COMPLETED WORK. No less than monthly, \_\_\_\_\_ will notify the U.S. Forest Service of any completed work that is ready for inspection. The U.S. Forest Service may accept all, or a reasonable portion of any specific activity.

I. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the U.S. Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the U.S. Forest Service. \_\_\_\_\_'s costs, excluding project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.



- J. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by \_\_\_\_\_ at the value designated in the SPA Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through IWEB.
- K. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) will be used as a tracking system for payments, stewardship credits, and cash deposits. The U.S. Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to U.S. Forest Service resource staff for input into the IRSA.
- L. MONTHLY REPORTING. When the project is active, the U.S. Forest Service will enter the value of the completed and accepted work into the Timber Sale Accounting system (TSA) monthly, and provide \_\_\_\_\_ with a copy of the Statement of Account.
- M. 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.
- N. OVERPAYMENT. Any funds paid to \_\_\_\_\_ in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
  - Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to \_\_\_\_\_.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

- O. REFUNDS. Funds collected in advance by the Forest Service, which are not spent or obligated for the project(s) approved under this SPA, may be refunded to \_\_\_\_\_,



authorized for use for a new agreement by \_\_\_\_\_, or waived by \_\_\_\_\_. A DUNS number and registration in the System for Award Management (SAM) by \_\_\_\_\_ may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to \_\_\_\_\_.

- P. 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 Cooperators, 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.
- Q. MODIFICATIONS. Modifications within the scope of this SPA shall 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 \_\_\_\_\_ days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- R. 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.
- S. 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 SPA. In witness whereof, the parties have executed this SPA as of the last date written below.

\_\_\_\_\_, Date

\_\_\_\_\_,  
U.S. Forest Service, Date

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





Date

U.S. Forest Service Grants Management Specialist

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.

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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.



## **APPENDIX A DEFINITIONS**

Technical and Cost Evaluation. The evaluation used by the U.S. Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in the SPA.



## **APPENDIX B**

### **TECHNICAL PROJECT PROPOSAL**



## **APPENDIX C MAP OF STEWARDSHIP PROJECT AREA**



**APPENDIX D**  
**FINANCIAL PLAN**



**APPENDIX E  
SCHEDULE OF ITEMS  
AND  
PROJECT SPECIFICATIONS**

**Schedule of Items**  
*(Complete table to include the project items.)*

**SCHEDULE OF ITEMS:**

Item Number	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
1					
2					
4					
5					
6					
7					
8					
9					
10					

**SPECIFICATIONS.** *[By item number, describe the type of work, i.e., slash treatment, weed treatments, etc. and the corresponding specifications.]*: