

National Park Service
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Agreements Handbook

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Modified 5/31/05 – Agreement Handbook Memorandum Number 2
Modified 6/16/06 – Agreement Handbook Memorandum Number 3
Modified 5/31/07 – Agreement Handbook Memorandum Number 4

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CHAPTER 1: PURPOSE AND BACKGROUND

As an agency of the Federal Government, the National Park Service (NPS) has the authority to enter into agreements and is responsible for ensuring that all agreements are managed responsibly and in accordance with law and regulations. Agreements allow the NPS to work cooperatively with other federal, state, nonprofit, not-for-profit, and for-profit organizations to further the NPS mission. The goal of the *NPS Agreements Handbook*, which supplements Director's Order 20, is to provide detailed guidance to all who have a role in the development, administration, and closeout of agreements such as cooperative agreements, interagency acquisition agreements, and other types of agreements. The NPS has limited grant authority for specific programs; therefore, guidance on this topic is excluded from this handbook.

The organization of this handbook correlates to the structure of Director's Order 20, which can be accessed on the Internet at <http://www.nps.gov/refdesk/policies.html>. Each type of agreement is described separately, detailing mandatory elements and clauses to be used with samples, approvals to be obtained, signature requirements, and applicable forms.

Cooperative agreements are not subject to the Federal Acquisition Regulation (FAR); therefore, many of the traditional managerial and administrative techniques, policies, and procedures do not apply to actions taken by both the recipient and sponsoring agency during the life of these agreements. Such agreements are covered instead by the Federal Grant and Cooperative Agreement Act of 1977, Federal Financial Assistance Act of 1999 (*P.L. 106-107*), Office of Management and Budget (OMB) Circulars, Executive Orders (E.O.), Comptroller General Decisions, and other Department of the Interior (DOI) regulations and policies. Even though the Competition in Contracting Act does not apply to agreements, the NPS encourages competition, whenever practicable. Competition is discussed further throughout this handbook.

The first step in acquiring goods and services for the NPS is to determine whether the needs should be met using acquisition procedures or agreement procedures. This decision should be made in consultation with acquisition and program personnel before any discussions with potential partners.

In selecting the type of agreement to be used, one must first determine if "legal authority" exists. Second, one must determine the nature and the type of relationship anticipated between the NPS and the potential partner or supplier.

CHAPTER 2: LEGAL AUTHORITIES

Congress has provided the NPS with authority to enter into various types of agreements with other federal bureaus; with state, county, and municipal governments; and with private companies, corporations, groups, and individuals. Some examples of legislative authority for entering into these agreements include, but are not limited to, those listed in the following paragraphs. It should also be noted that the enabling legislation for various national park system units provides additional site-specific authorities. Although several authorities may apply to an agreement, only the most appropriate authorities should be cited. Regional solicitors should be consulted, when necessary, on the selection of the appropriate legal authority for each agreement developed. A record of this consultation should be included in the agreement file.

2.1 NPS Authorities for Cooperative Agreements

1. **16 U.S.C. §1g** authorizes the NPS to enter into cooperative agreements that involve the transfer of NPS appropriated funds to state, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs.

This section provides broad authority for NPS to enter into cooperative agreements with most recipients for a public purpose. Although broad, this authority must be read in conjunction with the Federal Grant and Cooperative Agreement Act of 1977 and other authorities that prescribe whether a particular relationship should be a procurement contract or a cooperative agreement. Thus, in making this determination, one must always consider whether the principal purpose of the work is to acquire goods and/or services for NPS's direct benefit in furtherance of its mission or for a public purpose.

This authority does not provide for (a) NPS to transfer other than "appropriated funds"; or (b) NPS to enter into a cooperative agreement with a "for-profit" organization. Other appropriate authorities should be found for those purposes.

2. **16 U.S.C. §1a-2(j)** authorizes the NPS to enter into cooperative agreements with public or private educational institutions, states, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the national park system. Pursuant to such agreements, the cooperator may accept from or make available to the NPS technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate (research projects subject to Federal Acquisition Regulation excluded).

3. **16 U.S.C. §1a-2(l)** authorizes the NPS to enter into cooperative management agreements where a unit of the National Park Service is located adjacent to or near a State or local park area, and cooperative management between the National Park Service and a State or local government agency of a portion of either park will allow for more effective and efficient management of the parks. The NPS may not transfer administration responsibilities for any unit of the National Park Service under this authority.

Under a cooperative management agreement, the NPS may acquire from and provide to a State or local government agency, goods and services to be used by the NPS and the State or local governmental agency in the cooperative management of land.

An assignment arranged by the NPS under section 3372 of Title 5, of a Federal, State, or local employee for work in any Federal, State, or local land, or an extension of such an assignment, may be for a period of time up to four years as determined by the NPS and the State or local agency to be mutually beneficial (P.L. 104-333, November 12, 1996.)

4. **16 U.S.C. §1f, Challenge-Cost Share authority**, authorizes the NPS to enter into agreements with cooperators for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary with respect to any unit or program of the national park system, any affiliated area, or any designated National Scenic or Historic Trail. This authority allows the agency to negotiate and enter into cooperative agreements with any State or local Government, public or private agency, organization, institution, corporation, individual, or other entity. A cooperative agreement may be utilized if there is substantial involvement in the project on the part of the NPS.

This section principally gives authority for joint-funding arrangements entered into with non-federal partners (“cooperators”), although it also addresses “sharing...services in carrying out authorized functions and responsibilities...”As with **16 U.S.C. §1g**, this authority must also be read in conjunction with the Federal Grant and Cooperative Agreement Act of 1977 and other authorities to ensure that a Challenge Cost-Share agreement is not used when a procurement contract would be most appropriate.

5. **16 U.S.C. §17j-2(e)** authorizes the NPS to expend funds for educational lectures in the vicinity of and with respect to national parks and for the services of employees in cooperation with nonprofit, scientific, and historical societies engaged in educational work in parks.

6. **16 U.S.C. §5933, Cooperative Study Units**, authorizes and directs the Secretary to enter into cooperative agreements with colleges and universities, including but not limited to land grant schools, in partnership with other federal and state agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the national park system, or the larger region of which parks are a part.
7. **16 U.S.C. §4601-1**, authorizes the Secretary, and by delegation the NPS, to perform various activities regarding outdoor recreation. In particular, §4601-1(d) authorizes the NPS to provide technical assistance and advice to states, political subdivisions, and private interests including nonprofit organizations with respect to outdoor recreation. Please note that technical assistance and advice means just that—not funding. **Subsection (g)** authorizes cooperation with and technical assistance to other federal departments and agencies regarding outdoor recreation.
8. **16 U.S.C. §4601 -1, Subsection (f)(1)** authorizes the NPS to sponsor, engage in, and assist in research relating to outdoor recreation, directly or by contract or cooperative agreements, and make payments for such purposes. **Subsection (f)(2)** authorizes NPS to undertake studies and assemble information concerning outdoor recreation, directly or by contract or cooperative agreement, and to disseminate such information. **Subsection (f)(3)** authorizes cooperation with educational institutions and others to assist in establishing programs and activities to encourage public use and benefits from outdoor recreation (funds may even be advanced if in the public interest).
9. **16 U.S.C. §462(e), Historic Sites Act**, authorizes cooperative agreements with states, municipal subdivisions, corporations, associations, or individuals to protect, preserve, maintain, or operate any historic or archeological building, site, object, or property for public use regardless of whether title thereto is in the United States.
10. **16 U.S.C. §470a(b)(6), National Historic Preservation Act**, authorizes the Secretary to “enter into contracts or cooperative agreements with a State Historic Preservation Officer...authorizing such Officer to assist the Secretary in carrying out [enumerated] responsibilities within that state.” These responsibilities include identifying and preserving historic properties, determining a property’s eligibility for preservation and listing on the National Register, and maintaining historical and archeological databases.

11. **16 U.S.C. §470a(j)(2)(C), National Historic Preservation Act**, authorizes the Secretary to develop and implement a comprehensive preservation education and training program whereby technical or financial assistance, or both, shall be provided to historically black colleges and universities, to tribal colleges, and to colleges with a high enrollment of Native Americans or Native Hawaiians.
12. **16 U.S.C. §1246(h)(1), National Trails System Act**, authorizes cooperative agreements with states or their political subdivisions, landowners, private organizations, or individuals to operate, develop, and maintain portions of national trails located within or outside the boundaries of a federally administered area.
13. **16 U.S.C. §1281(e), Wild and Scenic Rivers Act**, authorizes the Secretary, in the administration of any component of the national wild and scenic rivers system, to enter into written cooperative agreements with the governor of a state, the head of any state agency, or the appropriate official of a political subdivision of state, for state or local governmental participation in the administration of the component.
14. **16 U.S.C. §1282 (b)(1), Wild and Scenic Rivers Act**, authorizes the Secretary to “assist, advise, and to cooperate with” states or their political subdivisions, landowners, private organizations, or individuals to plan, protect, and manage river resources through written agreements or otherwise. This authority applies within or outside a federally administered area and applies to rivers which are components of the National Wild and Scenic Rivers System and to other rivers.
15. **16 U.S.C. §1723(c), Public Lands Corps**, authorizes the Secretary to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects referred to in subsection (d) of section 1723. The Secretary may also authorize appropriate conservation projects and other appropriate projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).
16. **16 U.S.C. §3119, Alaska National Interest Lands Conservation Act**, authorizes the Secretary, to enter into cooperative agreements or otherwise cooperate with other federal agencies; the state; Native corporations; other appropriate persons and organizations; and, acting through the Secretary of State, other nations to effectuate the purpose and policies of subsistence management and use of public lands in Alaska.

17. **31 U.S.C. §6505, Intergovernmental Cooperation Act of 1968**, as amended, authorizes the Secretary to provide specialized or technical services on a reimbursement basis upon request from state or local governments. The guidance issued by *Office of Management and Budget Circular Number A-97* specifically provides that training of the type that the federal agency is authorized by law to conduct for federal personnel and others or similar training is a service within the scope of the Act.
18. Other specific program legislation.

2.2 **NPS Authority for Interagency Acquisition Agreements**

An interagency acquisition agreement is used to establish an agreement with another federal agency. Authorities follow:

1. **31 U.S.C. §1535(a), Economy Act**, authorizes the head of any agency, to place an order with another agency for goods or services. (*See Federal Acquisition Regulation, Part 17.5 for specific conditions that must be met.*)
2. **42 U.S.C. §1856a (a), Reciprocal Fire Protection Agreements**, authorizes each agency head, charged with the duty of providing fire protection for any property of the United States to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property, and for other property for which such organization normally provides fire protection. Each such agreements will include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

2.3 **NPS Authority for Memoranda of Understanding**

A memorandum of understanding is used to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding. The enabling park legislation or the general management authorities under **16 U.S.C. §§1-3** are the legal authorities for this type of agreement.

2.4 **NPS Authority for Memoranda of Agreement**

A memorandum of agreement is used to document receipt of funds, goods, and/or services by the NPS from a non-federal party. A legal authority must exist to authorize the use of this type of agreement. Authorities follow:

1. **16 U.S.C. §6** authorizes the Secretary, in administration of the NPS to accept patented lands; rights-of-way over patented or other lands, buildings, or other property within the various national parks and national monuments; and moneys donated for the purposes of the national park and monument system.
2. **16 U.S.C. §18f (a)** authorizes the Secretary, to accept donations and bequests of money or other personal property, and hold, use, expend, and administer the same for purposes of management of museum properties.
3. **16 U.S.C. §1b(5)** allows for furnishing, on a reimbursement of appropriation basis, supplies, and the rental of equipment to persons and agencies that in cooperation with, and subject to the approval of, the Secretary of the Interior, render services or perform functions that facilitate or supplement the activities of the Department of the Interior in the administration of the national park system; provided, that reimbursements hereunder may be credited to the appropriation current at the time reimbursements are received.
4. **42 U.S.C. §1856a (a), Reciprocal Fire Protection Agreements**, authorizes each agency head, charged with the duty of providing fire protection for any property of the United States to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement will include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.
5. Other specific program legislation.

CHAPTER 3: POLICIES/DEFINITIONS/ACRONYMS/GUIDANCE

3.1 **Policies**

Policy and guidance on the following subject matter remain outside the scope of this handbook:

Subject	Policy/Guideline
Acquisitions	Title 48 CFR, Chapter 1, Federal Acquisition Regulation
Challenge Cost-Share Program	Director’s Order 27 (presently being written)
Cooperating Associations	Director’s Order 32
Donations and Fundraising	Director’s Order 21
Real Property Leasing	NPS-38
Land Acquisition Policy	NPS-25 (presently under revision)
Land and Water Conservation Fund	NPS-34
Law Enforcement	Director’s Order 9
Public Land Corps Program	Presently being written
Right of Ways and Easements	NPS-53
Special Park Uses	Director’s Order 53
Urban Park & Recreation Recovery Program	NPS-37
Volunteers-In-Parks	Director’s Order 7

Additional guidance follows:

1. **Federal Grant and Cooperative Agreement Act of 1977**

The Federal Grant and Cooperative Agreement Act of 1977 established government-wide criteria for selection of appropriate legal instruments to achieve uniformity in the use by executive agencies of such instruments, a clear definition of the relationships they reflect, and a better understanding of the responsibilities of the parties. (*See Attachment 3.1 for the Federal Grant and Cooperative Agreement Act of 1977 in its entirety.*)

2. **Federal Financial Assistance Management Act of 1999**

The Federal Financial Assistance Management Act of 1999 (P.L. 106.107) directs the Office of Management and Budget (OMB) and executive branch agencies to simplify and consolidate requirements and procedures for the receipt and administration of financial assistance. Federal financial assistance includes grants, cooperative agreements, loans, loan guarantees, scholarships, and other forms of assistance.

3. **Decisions of the Comptroller General**

(a) **Council on Environmental Quality, 65 Comp. Gen. 607, B-218816, June 2, 1986**

This Comptroller General decision discusses a case that illustrates whether a contract or agreement is the appropriate legal instrument to be used based on the Federal Grant and Cooperative Agreement Act of 1977. (*See Attachment 3.2 for the Decision in its entirety.*)

(b) **Energy Conversion Devices, Inc. B-265514, June 16, 1995, 95-2 CPD ¶ 121**

“The primary purpose of the [agreement] was not to acquire property or services for the direct benefit or use of the government, but to advance the state-of-the-art . . .” (*See Attachment 3.3 for the Decision.*)

See also **Hammond v. Donovan**, 538 F. Supp. 1106, 1109-1110, (W.D. Mo. 1982), in which an assistance agreement was found appropriate where the “fruits of these agreements benefit the public at large” versus “the furnishing to a federal agency of supplies or services.”

4. **Partnership Legal Primer**

This document provides a basic introduction to federal law and ethical considerations affecting agreements.
http://www.doi.gov/partnerships/partnership_legal_framework.html.

3.2 **Definitions**

1. **Acquisition** – The general term used when the principal purpose of the transaction is to obtain supplies and/or services for the benefit of the NPS or another federal agency, or to accomplish a federal mission requirement, using appropriated funds (the only kind available to NPS). It is important to understand the distinction between “acquisition” and “assistance.”
2. **Agreement** – A generic instrument used to document a wide range of mutually agreed upon policies, procedures, objectives, understandings, and/or relationships with federal and non-federal entities.
3. **Agreements Technical Representative (ATR)** - The individual who provides technical information, statements of work, and technical assistance for cooperative agreements and other types of agreements, and receives reports and other deliverables. Ensures invoices are reviewed for accuracy and payments are processed in accordance with the terms and conditions of the agreement. National Park Service ATRs responsible for administering agreements must initially attend a 24-hour agreements training course and an eight-hour refresher course every three years thereafter. (*See Chapter 9, Paragraph 9.10 for specific responsibilities*).
4. **Approving Official** – The individual who has the delegated authority to approve payments under an agreement. This individual is the contracting officer or the delegated agreements technical representative.
5. **Assistance** – The general term used when the principal purpose of the transaction is to transfer federal funds, property, services, or other things of value for stimulation or support of a public purpose and authorized by a law of the United States. For the NPS, the primary instrument used is a cooperative agreement. Grants are another form of assistance, but are not within the scope of this handbook since the NPS has only limited grant authority for specific programs.
6. **Catalog of Federal Domestic Assistance** – The *Catalog of Federal Domestic Assistance* (www.cfda.gov) is a government wide compendium of federal programs, projects, services, and activities that provide assistance or benefits to the American public. The compendium contains financial and non-financial programs administered by departments and establishments of the Federal Government. (*See Paragraph 3.5 for more detailed information.*)

7. **Challenge Cost-Share Agreement** – An agreement entered into between the NPS and any cooperator for the purpose of sharing costs or services in carrying out a public purpose with respect to any unit or program of the national park system, any affiliated area, or any designated national scenic or historic trail. Approved projects under the Challenge Cost-Share Program must demonstrate a public benefit and may result in either a cooperative agreement or a procurement contract. An SF-424 is also required.
8. **Challenge Cost-Share Program (CCSP)** – A program established in 1993, seeks to support increased participation by neighboring communities and qualified partners in the preservation and improvement of National Park Service natural, cultural, and recreational resources; and in all other authorized Service programs and activities--both outside or inside park lands, and on national trails as defined under the National Trails System Act (*16 U.S.C. §1241-51*). The maximum Federal share for Regular Projects and National Trails System Projects is \$30,000. The maximum Federal share for Lewis and Clark Projects is \$250,000. An equal amount of eligible and allowable matching share of cash, goods, or services from non-Federal sources is required. See Chapter 8 of the NPS Agreements Handbook.
9. **Common Rule** – A term sometimes used for OMB Circulars A-102 and A-110, as codified by DOI at *43 CFR 12*, Subpart C.
10. **Construction** – Construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property including improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels.
11. **Contract** – (*See Procurement Contract.*)
12. **Contracting Officer Warrant Levels** – Contracting officer warrant levels for signature of agreements follow:

Level III with Agreements Training	-	\$1,000,000
Level IV with Agreements Training	-	Unlimited

Warrant levels III, and IV authorize individuals with agreements training to serve as contracting officers for agreements not exceeding these indicated thresholds. Warrant level IIBs with agreements training who received their agreements warrant prior to January 1, 2006 may also sign agreements.

13. **Cooperative Agreement** – A written legal instrument reflecting a relationship between the NPS and a state or local government, tribal government, or other non-federal recipient in which the principal purpose is to transfer money, property, services, or anything of value to the state or local government or other recipient to stimulate or support a public purpose authorized by federal statute. Substantial involvement is anticipated between the NPS and the state or local government or other recipient during performance of the contemplated activity.

A cooperative agreement may be entered into to accomplish various projects or tasks anticipated and initiated over a span of one to five years. Such a cooperative agreement should establish the general scope of the agreement, as well as its essential elements and the estimated funding. Either a bilateral modification or a task agreement would then be issued to authorize specific project commencement and funding.

14. **Cooperator** – Any state or local government, tribal government, public or private agency, organization, institution, corporation, individual, or other entity.
15. **Direct Benefit or Use** – A product or service is considered to be for “direct benefit or use” when it (a) supports the day-to-day operations of the NPS; (b) is a recognized objective or mission of the NPS; or (c) is used to promote the welfare of the general community in situations where the NPS has primary responsibility. The question of which party directly benefits is determined solely by the federal purpose in the relationship and not by the degree to which the Federal Government benefits more than the other party.
16. **Discretionary Assistance** – Most NPS cooperative agreements are considered to be discretionary. Discretionary cooperative agreements are defined as those agreements that lend themselves to competition. All assistance awards are discretionary unless otherwise earmarked by Congress for a particular source. Discretionary assistance awards are made to a limited number of selected recipients based on criteria chosen by an agency for a specific program. Programs with limited eligibility, e.g., Cooperative Ecosystem Studies Units (*CESUs*), and matching or cost-sharing requirements may still be considered discretionary in nature as they contain competitive components.
17. **Expenditure Report** – A report which is required to clear an advance payment under the terms of an agreement. Standard Form 272 – Federal Cash Transaction Report is required for this purpose. (*See Chapter 4, Paragraph 4.5, for more information regarding this reporting requirement.*)
18. **Fedbizopps** – An abbreviation for Federal Business Opportunities, this is the central location where all business opportunities over \$25,000 for procurement contracts are posted electronically on the Internet at <http://www.fedbizopps.gov/>.

19. **Fundraising Agreement** – A type of agreement that documents a relationship between the NPS and an individual, organization, foundation, corporation, business, association, or other entity (partner) regarding a fundraising relationship to benefit the national park system or programs of the NPS. This agreement may (a) authorize the partner to undertake a specific fundraising campaign(s); or (b) in the context of other agreements, establish a relationship between the partner and the NPS to solicit and accept donations for NPS benefit. Specific information regarding donations and fundraising can be found in Director’s Order 21.
20. **Government-Furnished Property** – Government-owned real or personal property (equipment) provided to recipients under an agreement. The transfer of property must be made in accordance with 43 CFR 12.
21. **Grant** – The same type of instrument as a cooperative agreement except that no substantial involvement occurs by the Federal Government during the grant.
22. **Grants.gov** – This is a government web portal for use in electronic collection of data, managed by the Department of Health and Human Services, which allows organizations to electronically locate and apply for competitive opportunities from all Federal grant-making agencies. Grants.gov is the single access point for over 900 grant programs offered by the 26 Federal grant-making agencies.
23. **Instrument** – A legal document setting forth the rights or duties of one party to another. For the purposes of this handbook, the term “instrument” is a general term that may signify cooperative agreement, interagency acquisition agreement, memorandum of agreement, memorandum of understanding, or procurement contract.
24. **Interagency Acquisition Agreement** – A written agreement between two or more federal agencies in which one federal agency (servicing agency) provides goods, property, or services to the other agency (the requesting agency). Such agreements are typically entered into under the authority of the Economy Act. Interagency acquisition agreements also are used for transfers between DOI bureaus and offices. They are governed by FAR Part 17.5 and DIAR Part 1417.5.
25. **Key Officials** – Specifically named individuals, agreed upon by both parties during negotiations, who will carry out specific tasks in an agreement.

26. **Local Government** – Any unit of a government office within a state, county, municipality, city, town, local public authority, special district, intrastate district, council of government, tribal government, sponsor group representative organization, other interstate government entity, or any other instrumentality of local government.
27. **Mandatory Assistance** - Mandatory assistance is mandated by statute for an entire class of recipients, usually according to a specific statutory formula for distribution of the funds. There is generally no competition for funds among eligible entities in mandatory assistance.
28. **Memorandum of Agreement** – A written agreement between the NPS and state and local governments, nonprofit organizations, corporations, individuals, and other federal agencies used to document receipt of funds, goods, and/or services by the NPS from a non-federal party.
29. **Memorandum of Understanding** – A written agreement between the NPS and state and local governments, nonprofit organizations, corporations, individuals, and other federal agencies used to document mutual assistance relationships. A memorandum of understanding does not obligate funds.
30. **Military Departmental Purchase Request (MIPR)** – A tool used by the Department of Defense to transfer funds when the NPS is the performing agency. This is a type of reimbursable work agreement.
31. **Modification** – A written change to the terms and conditions, and/or funding level of an agreement. Modifications must always be in writing and signed by an appropriate NPS official and the cooperator.
32. **OMB Circulars** – The Office of Management and Budget (OMB) leads the development of government-wide policies to ensure that grants and cooperative agreements are managed properly and that federal dollars are spent in accordance with applicable laws and regulations. These policies are issued as OMB Circulars.

OMB Circulars A-110 and A-102 govern administration requirements of grants and cooperative agreements. *OMB Circulars A-21, A-87, and A-122* governs cost principles. *OMB Circular A-133* governs audit requirements.

The purpose of these rules is to establish some degree of standardization governmentwide in order to achieve consistency and uniformity in the development and administration of grants and cooperative agreements.

33. **Other Recipient** – Any person or organization, other than a state or local government, authorized to receive federal assistance agreements, including charitable or educational institutions and international organizations. “For-profit” organizations can also qualify as recipients (except in the case of **16 U.S.C. §1g**). The type of recipient to receive assistance is usually stated in enabling legislation. If not stated, the legislative history and intent of the congressional appropriation should be reviewed for further guidance.
34. **Personal Services Contract** – A relationship that defines or appears to define the contractor or cooperator as a government employee. A personal service contract is illegal without specific legislative authority. (*See Part 37.104, Federal Acquisition Regulation.*)
35. **Procurement Contract** – The correct legal instrument to use when an agency of the Government has a need to **acquire** by purchase, lease, or exchange—property, services, or studies **for the direct benefit of the Federal Government**. The Federal Government uses procurement contracts when to establish quality of work standards, to require compliance, and to have the unilateral right to initiate corrective action when the work is not performed (such as construction projects). Procurement contracts may be terminated for convenience or for default. Methods of contracting include the following: simplified acquisitions (purchase orders, third-party drafts, and the SmartPay purchase card), requests for quotation, sealed bids, requests for proposal, and task or delivery orders placed against existing contracts. Except for purchase card transactions of less than \$2,500, only warranted contracting officers may award procurement contracts. Contracting officers are limited to the dollar amount corresponding to their warrant authority. Director’s Order 20 and this handbook do not include procurement contracts. (*Refer to the Federal Acquisition Regulation and your contracting officer for further guidance on procurement contracts.*)
36. **Procurement Desktop** – A Department wide electronic system that supports the Federal Acquisition and Assistance processes including requisitions, simplified purchases, contract placement, management, and agreements, also known as IDEAS.
37. **Program Manager** – The individual who has overall responsibility for managing the program.
38. **Public Purpose of Support or Stimulation** – Government assistance for which the principal purpose is to promote the general welfare, security, prosperity, or public convenience as authorized by a federal law.

39. **Ratification** – The execution of an agreement by a contracting officer formalizing a commitment of (a) an individual who acted without authority; or (b) a contracting officer who acted beyond his or her delegated authority.
40. **Recipient** – For the purposes of this handbook, signifies cooperator.
41. **Requesting Agency** – A federal agency that has a need for something of value such as goods, property, or services which another federal agency may be able to provide. The requesting agency becomes the recipient of services and provider of funds under an interagency acquisition or reimbursable work agreement.
42. **Servicing Agency** – A federal agency that provides something of value such as goods, property, or services to another federal agency under an interagency acquisition or reimbursable work agreement. The servicing agency accepts funding from the requesting agency.
43. **State Government** – Any of the states of the United States (U.S.), the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, any agency or instrumentality of a state, and any multi-state, regional, tribal government, or interstate entity which has governmental functions.
44. **Substantial Involvement** – The significant NPS participation during the performance of a cooperative agreement. Some examples are NPS involvement in program management decisions; NPS collaboration in the accomplishment of the activity; or NPS operational involvement or participation during the project. NPS funding alone does not constitute substantial involvement. (*See Chapter 4, Paragraph 4.1, of this handbook for more on substantial involvement.*)
45. **Task Agreement** – Orders for individual tasks for work within the scope of a cooperative agreement. Task agreements are not stand-alone documents and must always reference the initial agreement. Task agreements should not repeat the terms and conditions of the initial agreement. They should only include information relevant to the specific task.

3.3 **Acronyms**

The following acronyms are used throughout this handbook:

1.	ATR	Agreements Technical Representative
2.	CESU	Cooperative Ecosystem Studies Units
3.	CCSP	Challenge Cost-Share Program
4.	CFDA	Catalog of Federal Domestic Assistance
5.	CFR	Code of Federal Regulations
6.	D&F	Determination and Findings
7.	DOI	Department of the Interior
8.	E.O.	Executive Orders
9.	FAADS	Federal Assistance Award Data System
10.	FAR	Federal Acquisition Regulation
11.	IPAC	Intergovernmental Payment and Collection System
12.	IDEAS	Interior Department Electronic Acquisition System
13.	NPS	National Park Service
14.	OMB	Office of Management and Budget
15.	PD	Procurement Desktop
16.	P.L.	Public Law
17.	SF	Standard Form
18.	U.S.	United States
19.	U.S.C.	United States Code
20.	WASO	Washington Office

3.4 **Instrument Selection Guide and Legal Review Requirements** – The following guide will assist the user in selecting the proper type of instrument needed for a particular requirement:

PURPOSE	NPS ROLE	NPS INVOLVEMENT DURING PERFORMANCE	INSTRUMENT	SOLICITOR REVIEW
Acquire goods and/or services for federal direct benefit or use.	Purchaser-user	No substantial involvement	Procurement Contract	Required over \$500,000
Assistance, monetary or non-monetary, to support or stimulate a public purpose.	Financial supporter and partner or participant	Substantial involvement required	Cooperative Agreement	Required at any dollar level Task agreements and modifications are excluded
Monetary assistance to support or stimulate a public purpose.	Financial supporter or patron	No substantial involvement	Grant	Required
Mutual assistance relationship with federal and non-federal partners.	Partner; no exchange of funds	May include substantial involvement, but not required	Memorandum of Understanding	Optional
Obtaining goods and/or services from non-federal entities as permitted under specific donation, fundraising or contribution authorities.	Recipient of funds, goods, and/or services	May include substantial involvement, but not required	Memorandum of Agreement	Fundraising agreements require legal review. See DO 21. Legal review of other types of agreements is optional, but ensure that appropriate authority exists
Acquire from or provide goods and/or services to other federal agencies.	Servicing agency or receiving agency	No substantial involvement required	Interagency Acquisition Agreement	Review of Economy Act D&F and agreement required over \$500,000
Requirement initiated by another agency.	Servicing agency	May include substantial involvement, but not required	Reimbursable Work Agreement	Not required

3.5 **Catalog of Federal Domestic Assistance**

The *Catalog of Federal Domestic Assistance (CFDA)* is a governmentwide compendium of federal programs, projects, services, and activities that provide assistance or benefits to the American public. The primary purpose of the catalog is to help users obtain general information on Federal assistance programs.

In compliance with Public Law 95-220, it is the policy of the Department to ensure that information on domestic assistance programs and activities that are federally funded and administered by the Department are entered into the *CFDA* and updated on a regular basis to provide current information on programs. Actual funding opportunities for discretionary grants and cooperative agreement programs described in the *CFDA* shall then be posted to grants.gov (*See 505 DM 2.13 and 507 DM*). Exceptions include: a) announcements of funding opportunities for awards less than \$25,000 for which 100 percent of eligible applicants live outside of the United States; and b) the exception cited in the Departmental Manual, Part 505, Section 2.4A pursuant to awards made under the authority of the Indian Self-Determination and Education Assistance Act (P.L. 93-638).

In the *CFDA*, each program is described in terms of the specific type of assistance provided, authorizing legislation, objectives and goals of the program, applicant eligibility requirements, and application and award processing. The names and telephone numbers of persons to be contacted for detailed program information at the headquarters, regional, and local levels are also provided. The *CFDA* includes “Federal domestic assistance programs” which provide assistance or benefits for a State or States, territorial possession, county, city, other political subdivision, grouping, or instrumentality thereof, any domestic profit or nonprofit corporation, institution, or individual other than an agency of the Federal Government.

Only programs that are funded on an annual basis are listed in the *Catalog of Federal Domestic Assistance*. A description cannot be published until the program is funded, the information is submitted by the program manager for inclusion in the catalog and the *CFDA* number is established. To establish the program and number in the catalog, the program manager must complete the *CFDA* application form in Attachment 4.15 and submit it to the regional, center, or grant *CFDA* lead listed in Attachment 4.16. The regional or center lead will transmit the completed application for a program listing and number to the Federal Financial Assistance Communication Liaison in the Contracting Office, WASO. The Liaison will then transmit the application to the Department for entry into the catalog and assignment of a program number. Once the entry has been made, the program office and regional or center *CFDA* lead will be notified of the action.

A *CFDA* number is a unique number created in the *CFDA* database. It tracks all domestically funded Federal programs available to state and local governments (including the District of Columbia); federally recognized Indian tribal governments; territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

Agreements, where appropriate funding is directed by Congress to a specific recipient, are published in the *CFDA*, but are not required to be posted in grants.gov. Agreements identified as one-of-a-kind, unique, or temporary are not published or assigned a catalog number in the *CFDA* and are not posted to grants.gov. Therefore, should an applicant inquire about the inclusion of a *Catalog of Federal Domestic Assistance* number in Block Number 10 of SF-424, “Application for Federal Assistance,” advise the applicant to leave the number blank until a temporary program number is assigned by the contracting office. If you need to assign a new temporary program number, contact the Federal Financial Assistance Communication Liaison in the Contracting Office, WASO to have that temporary program number requested through the Department.

Since *CFDA* numbers are now available from the *CFDA* database in real time, temporary program numbers (previously known as “pseudo codes”) will be granted for limited duration and only in cases of emergency, e.g., fires, natural or national emergency. Upon receipt of written bureau/office financial assistance program requests with justifications, temporary program numbers will be assigned by the Office of Acquisition and Property Management, and must be superseded by a *CFDA* number within 45 days of issuance.

The current *Catalog of Federal Domestic Assistance* can be accessed on the Internet at <http://www.cdfa.gov>. Attachment 4.15 contains a *CFDA* program application form for the program office’s use to request that a new program be entered or updated. For ease of use, some instructions are provided on the form. There is also a link to the NPS current *CFDA* programs and numbers on the last page of this form. Complete procedures and instructions for compiling, preparing and submitting information on programs to be included in the *CFDA* can be assessed at: <http://www.doi.gov/pam/CFDAreferenceManual2005.html>. All new discretionary grant and cooperative agreement opportunities must contain a valid *CFDA* number and must also be posted to grants.gov (www.grants.gov).

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

PUBLIC LAW 95-224 [H.R. 7691]; Feb. 3, 1978

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

For Legislative History of Act, see p. 11

An Act to distinguish Federal Grant and Cooperative Agreement relationships from Federal procurement relationship, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act be cited as the Federal Grant and Cooperative Agreement Act of 1977.”

Federal Grant and Cooperative Agreement Act of 1977.*

FINDINGS AND PURPOSE

31 U.S.C. 6301-6308

SEC. 2 (a) The Congress finds that--

(1) there is a need to distinguish Federal assistance relationships from Federal procurement relationships and thereby to standardize usage and clarify the meaning of the legal instruments which reflect such relationships;

***P.L. 97-258, Sept. 13, 1982 revised and re-codified in 31 U.S.C. 6301-6308**

(2) uncertainty as to the remaining of such terms as contract, grant, and cooperative agreement and the relationships they reflect causes operational inconsistencies, confusion, inefficiency, and waste for recipients of awards as well as for executive agencies; and

(3) the Commission on Government Procurement has document these findings and concluded that a reduction of the existing inconsistencies, confusion, inefficiency, and waste is feasible and necessary through legislative action.

(b) The purposes of this Act are---

(1) to characterize the relationship between the Federal Government and Contractors, State and local governments, and other recipients in the acquisition of property and services and in the furnishing of assistance by the Federal Government so as to promote a better understanding of Federal spending and help eliminate unnecessary administrative requirements on recipients of Federal awards;

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

(2) to establish Government-wide criteria for selection of appropriate legal instrument to achieve uniformity in the use by the executive agencies of such instruments, a clear definition of the relationships they reflect, and a better understanding of the responsibilities of the parties;

(3) to promote increased discipline in the selection and use of types of contract, grant agreement, and cooperative agreements and to maximize competition in the award of contracts and encourage, where deemed appropriate, in the award of grants and cooperative agreements; and

(4) to require a study of the relationship between the Federal Government and grantees and other recipients in Federal assistance programs and feasibility of developing a comprehensive system of guideline for the use of grant and cooperative agreements, and other forms of Federal assistance in carrying out such programs.

31 U.S.C. 6302

DEFINITIONS

Sec 3. As used in the Act, the term--

(1) State government means any of the several States of the Unites States, the District of Columbia, in the Commonwealth of Puerto Rico, any territory or possession of the United States, any agency or instrumentality of State, and any multi-State, regional, or interstate entity which has governmental functions;

(2) local government means any unit of government within a State, a county, municipality, city, town township, local public authority, special district, intrastate district, council of government, sponsor group representative organization, other interstate government entity, or any other instrumentality of local government;

(3) other recipient means any person or recipient other than a State or local government who is authorized to receive Federal assistance or procurement contracts and includes any charitable or educational institution;

(4) an executive agency mean any executive department as defined in section 101 of the title 5, United States Code, a military department as defined in section 102 of title 5, United States Code, an independent establishment as defined in section 104 of title 5, United State Code (except that it shall not include the General Accounting Office), a wholly owned Government corporation; and

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

(5) grant or cooperative agreement does not include any agreement under which only direct Federal cash assistance to individuals, a subsidy, a loan guarantee, or insurance is provided.

USE OF CONTRACTS

31 U.S.C. 6303

Sec. 4. Each executive agency shall use a type of procurement contract as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient---

(1) whenever the principal purpose of the instrument is the acquisition, by purchase, lease, or barter of property or services for the Federal Government; or

(2) whenever an executive agency determines in a specific instance that the use of a type of procurement contract is appropriate.

USE OF GRANT AGREEMENTS

31 U.S.C. 6304

Sec. 5. Each executive agency shall use a type of grant agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever--

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and

(2) no substantial involvement is anticipated between the executive agency acting for the Federal Government, and the state or local government or other recipient during performance of the contemplated activity.

USE OF COOPERATIVE AGREEMENTS

31 U.S.C. 6305

Sec. 6. Each executive agency shall use a type of cooperative agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever---

Transfers.

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the state or local government or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit of the Federal Government; and

(2) substantial involvement is anticipated between the executive agency acting for the Federal Government, and the state or local government or other recipient during performance of the contemplated activity.

AUTHORIZATIONS

Sec. 7. (a) Notwithstanding any other provision of law, each executive agency authorized by law to enter into contracts, grant or cooperative agreements, or similar arrangements is authorized and directed to enter into and use types of contracts, grant agreements, or cooperative agreements as required by this Act.

(b) The authority to make contracts, grants, and cooperative agreements for the conduct of basic or applied scientific research at non-profit institutions of higher education, or at non-profit organizations whose primary purpose is the conduct of scientific research shall include discretionary authority, when it is deemed by the head of the executive agency to be in furtherance of the objectives of the agency, to vest in such institutions or organizations, without further obligation to the Government, or on such other terms and conditions as deemed appropriate, title to equipment or other tangible personal property purchase with such funds.

**31 U.S.C. 6306
contracts, grants
or cooperative
agreements**

**Scientific
Research.**

STUDY OF FEDERAL ASSISTANCE PROGRAMS

Sec. 8. The Director of the Office of Management and Budget, in cooperation with the executive agencies, shall undertake a study to develop a better understanding of alternative mean of implementing Federal assistance program, and to determine the feasibility of developing a comprehensive of guidance for Federal assistance programs. Such study includes a thorough consideration of findings and recommendations of the Commission on Government Procurement relating to the feasibility of developing such a system.

Contents.

Consultation.

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

The director shall consult with and to the extent practicable, involve representatives of the executive agencies, the Congress, the General Accounting office, and State and local governments, other recipients and other interested members of the public. The result of the study shall be reported to the Committee on Government Operations of the House of Representative and the Committee on Governmental Affairs of the Senate at the earliest practicable date, but in no event later than two years after the date of enactment of this Act. The report on the study shall include (1) detailed descriptions of the alternative means of implementing Federal assistance programs and the circumstances in which the use of each appears to be the most desirable, (2) detailed descriptions of basic characteristics and an outline of such comprehensive system of guidance for Federal assistance programs, the development of which may be determined feasible, and (3) recommendations concerning arrangements to proceed with the full development of such comprehensive system of guidance and for such administrative or statutory changes, including changes in the provisions of section 3 through 7 of this Act, as may be deemed appropriate on the basis of the findings of the study.

**Report to
congressional
committees.**

GUIDELINES

31 U.S.C. 6307

Sec. 9. The Director of the Office of Management and Budget is authorized to issue supplementary interpretive guidelines to promote consistent and efficient use of contract, grants agreement, and cooperative agreements as defined in the Act.

REPEALS AND SAVINGS PROVISIONS

Sec. 10. (a) The Act entitled An Act to authorize the expenditure of funds through grants for support of scientific research, and for other purpose, approved September 6, 1958 (72 Stat. 1793; 42 U.S.C. 1891 and 1982), is repealed, effective one year after the date of enactment of this Act.

(b) Nothing in this Act shall be construed to render void or voidable any existing contract, grant, cooperative agreement, or other contract, grant, or cooperative agreement entered into up to one year after the date of enactment of this Act.

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

(c) Nothing in this Act shall require the establishment of a single relationship between the Federal Government and a State or local government or other recipient on jointly funded project, involving funds from more than one program or appropriation where different relations would otherwise be appropriate for different components of the project.

(d) The Director of the Office of Management and Budget may except individual transactions or programs of any executive agency from the application of the provision of this Act. This authority shall expire one year after receipt by the Congress of the study provided for in section 8 of this Act.

Approved February 3, 1978.

LEGISLATIVE HISTORY:

HOUSE REPORT No. 95-481 (Comm. On Government Operations).

SENATE REPORT No. 95-449 accompanying S. 431 (Comm. On Governmental Affairs).

CONGRESSIONAL RECORD:

Vol. 123 (1977): Sept 27, considered and passed House
Oct 1, consider and passed Senate,
amended, in lieu of S. 431.

Vol. 124 (1978): Jan 19, House agreed to Senate
amendment.

**DECISION OF THE COMPTROLLER GENERAL
[B-218816]**

**Federal Grant and Cooperative Agreement Act of 1977 ---
Compliance---Cooperative Agreements---Procurement v.
Cooperative Agreement---Criteria for Determining**

A proposed study has been developed and submitted by the National Academy of Sciences to the Council on Environmental Quality for funding at the request of the Environmental Protection Agency. The purpose of the study is to provide information on risks and benefits of certain pesticides to help Federal regulatory agencies, such as EPA, in analyzing prospective regulations. The proper funding mechanism should be a procurement contract, rather than a cooperative agreement, as required by 31 U.S.C. 6303 (1982), since the primary purpose of the study is to acquire information for the direct benefit or use of the Federal Government.

**Federal Grant and Cooperative Agreement Act of 1977---
Compliance---Cooperative Agreements**

The Council on Environmental Quality has no authority to use its Management Fund to provide grants or analogous assistance and therefore cannot enter into cooperative agreement, which is a form of assistance under U.S.C. 6305.

**Matter of: Council on Environmental Quality and Office of Environmental
Quality---Cooperative Agreement with National Academy of Sciences, June 2,
1986:**

The Executive Officer of the Council on Environmental Quality and the Office of Environmental Quality has requested a decision on whether the Council has authority to enter into a cooperative agreement with the National Academy of Sciences. According to the submission, the Council received a proposal from the National Academy of Sciences for funding, in order for the Academy to conduct a study on "Analytic Methods for Estimating Pesticide Benefit." The proposed study would be financed via interagency Agreements from the Council's Management Fund. Although such a study clearly comes within the Council's program authority, the Executive Officer was uncertain whether the Council has authority to use a cooperative agreement as the mechanism to fund the proposed study. See 42 U.S.C. §4372(d)(4). The executive Officer also asked whether the Management Fund can accept grant money from another Federal agency and provide assistance with those funds under a cooperative agreement.

As explained, we find that the proper funding vehicle for the proposed study is "contract" rather than a "cooperative agreement."

DECISION OF THE COMPTROLLER GENERAL
[B-218816]

_____ ¹ The Council on Environmental Quality, 42 U.S.C. §§4341-47, was established by the *National Environmental Policy Act* of 1969, 42 U.S.C. §§4321 et seq., to oversee the Act's implementation. The Office of Environmental Quality was established by the *Environmental Quality Improvement Act* of 1970, 42 U.S.C. §§43371-74. This Act made the Chairman of the Council on Environmental Quality the Director of the Office of Environmental Quality and enunciated as one of the Office's duties the provision of staff and support for the Council. 42 U.S.C. §4372(d)(1). Since its creation, the Council and the Office of Environmental Quality have operated as a single entity under both statutes. Hereinafter, we will refer to these two agencies as "the Council."

There is no problem with the Council entering into a contractual relationship with the National Academy of Sciences for the project as described, as long as applicable Federal procurement regulations are met. However, we find that the Council has no authority to enter into a cooperative agreement with the National Academy of Sciences to carry out the proposed study.

Discussion

The Academy states that the purpose of the project is---

*** to assist regulatory agencies and researchers in developing sound analyses of the economic impact of prospective regulation affecting pesticide use patterns. National Academy of Sciences, National Research Council Board on Agriculture, "A Proposal for a Study on Analytic Methods for Estimating Pesticides Benefits" (Proposal No. 85-224).

The proposed study was developed and submitted to the Council at the request of the Environmental Protection Agency (EPA). EPA bases its pesticide regulatory decisions on a balancing of risks and benefits of particular pesticides and is concerned over existing limitations in methodologies and data for the estimation of comparative benefits of pesticide uses. The key focus of the study will be to develop methods for calculating benefits of chemical and non-chemical pesticides.

DECISION OF THE COMPTROLLER GENERAL
[B-218816]

As mentioned earlier, we have no question about the Council's authority to sponsor this type of study. The scope of its program authority is quite broad. *See* 42 U.S.C. §4372. The only question is whether the Council is free to fund the project via a cooperative agreement or whether it must enter into a contractual relationship with the Academy instead. The *Federal Grant and Cooperative Agreement Act*, 31 U.S.C. §§6301-08 (1982), established the criteria that agencies must follow in deciding which legal instrument to use when entering into a fund relationship with a state, locality, or other recipient for an authorized purposed. Under these criteria, a contract is the proper funding vehicle when the services being acquired for "the direct benefit or use of the United States." 31 U.S.C. §6303.

Grants and cooperative agreements,² on the other hand, reflect a relationship between the United States Government and a State, a local government, or other recipient when---

(1) The principal of the relationship is to transfer a thing of value to the state, local government, or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease or barter) property or services for the direct benefit of use of the United States Government. 31 U.S.C. §§6304 and 6305.

² The quoted description in paragraph (1) is the same for both grants and cooperative agreements. The principal difference is that a grant does not usually involve substantial participation by the Federal agency (31 U.S.C. §6304). "Substantial involvement" is expected when the cooperative agreements are used. 31 U.S.C. §6305(2). It is customary to refer to both instruments as evidence "assistance relationships."

The results of the proposed study are clearly intended primarily for the direct benefit of the EPA as well as other regulatory agencies concerned in the development of regulatory policy on pesticide use. Therefore, under directives of the *Federal Grant and Cooperative Act*, discussed above the proper funding vehicle for the proposed study is contract and not a cooperative agreement, as proposed. Providing applicable Federal procurement regulations are met, we see no problem with the Council entering into a contractual relationship with the Academy of Sciences to perform the proposed study and financing it through the Management Fund.

The Executive Officer's second question was whether the Council's Management Fund can accept grant money from another agency and "provide assistance with those funds under a cooperative agreement." We assume, for purposes of this question, that the hypothetical study sought to be funded, unlike the National Academy proposal, is one intended primarily to support a public purpose rather than providing goods or services which the Federal Government wishes to procure for its own purposes.

DECISION OF THE COMPTROLLER GENERAL
[B-218816]

In general, every agency has inherent power to enter into contracts to provide for its needs. However, we cannot assume that agencies have the power to donate Government funds to assist non-Government entities to accomplish their own purposes, however meritorious, without clear evidence that the Congress intended to authorize such an assistance relationship. B-210655, April 14, 1983. Therefore, in order to provide assistance through a cooperative agreement, there must be some affirmative legislative authorization. *Id.*

We have examined the Council's statutory authority but are unable to find any specific authority for it to enter into a cooperative agreement. The Management Fund of the Council was established by an amendment to the *Environmental Quality Improvement Act*. Pub. L. No. 98-951, 98 Stat. 3093, Oct 30, 1984, to be codified at 42 U.S.C. §4375. By law, the Fund can only participate in: (1) study contracts that are jointly sponsored by the Office and one or more other Federal agencies; and (2) Federal interagency environmental projects (including task forces) in which the Office participates."

With respect to the first authority, we find nothing in the Fund's legislative history that would support a broader interpretation for the words "study contract" than the plain meaning of the words would suggest. Therefore, we think that paragraph (1) merely authorizes the Council to enter into jointly sponsored contracts through the Management Fund.

The second authority, "Federal interagency environmental projects", does not involve the use of a "cooperative agreement" (as the term is defined in the *Federal Grant and Cooperative Agreement Act*), since the intended relationship is between Federal agencies, one more of which may itself conduct the study in question. Fund transfers between Federal agencies are not accomplished by the awarding grants or entering into cooperative agreement. By statute, when an agency wishes to acquire goods or services from another agency, the transaction would be funded under the *Economy Act* (31 U.S.C. §1535) or some other statute on a reimbursable basis. Since the Fund cannot be used to make assistance awards, such as cooperative agreements, even if it receives an order from another agency that has grant assistance authority, it remains limited to act within the scope of its own authority.

**DECISION OF THE COMPTROLLER GENERAL
[B-260514]**

**Matter of: Energy Conversion Devices, Inc.
Comptroller General of the United States
June 16, 1995**

HEADNOTES:

[*1]

Protest against selection of offeror with which to enter into an agreement for research and development with respect to manufacturing technology is denied where there is no showing that a “procurement contract” was required--that is, that the principal purpose of the contemplated transaction was the acquisition of supplies and services for the direct benefit of the federal government; under the Competition in Contracting Act of 1984 and General Accounting Office’s (GAO) Bid Protest Regulations, GAO will generally not review protests regarding the award of cooperative agreements or other nonprocurement instruments unless an agency is using a cooperative agreement or other nonprocurement instrument where a procurement contract is required.

COUNSEL:

Robert S. Gardner, Esq., for the protester. Thomas J. Madden, Esq., James F. Worrall, Esq., and Fernand A. Lavalley, Esq., for Materials Research Group, an interested party. Jewel L. Miller, Esq., Advanced Research Projects Agency, for the agency. David A. Ashen, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

OPINION:

DECISION

Energy Conversion Devices, Inc. (ECD) protests [*2] the Advanced Research Projects Agency’s (ARPA) selection of the ITN Consortium with which to enter into an agreement, under broad agency announcement (BAA) No. 94-42, for the development and demonstration of vapor phase manufacturing technology in the area of thin-film photovoltaics. **n1**

We deny the protest.

DECISION OF THE COMPTROLLER GENERAL
[B-260514]

The BAA sought proposals “to develop and demonstrate cost-effective, large-area, vapor phase manufacturing technology based on emerging methods of intelligent processing (closed-loop, model & sensor-based control) of thin films” in three areas: (1) thin-film photovoltaics; (2) multi-layer turbine engine coatings; and (3) thin-film, high temperature super conducting devices. The solicitation provided proposal preparation instructions and evaluation factors that would be used in selecting proposals for award. Offerors were informed that ARPA “anticipated substantial industrial cost sharing and program funding via contract or agreements authority as applicable.”

ARPA received proposals in the area of thin-film photovoltaics from six offerors, including the ITN Consortium and a consortium [*3] led by ECD. Based upon its evaluation of initial proposals, the agency determined the ITN Consortium’s proposal to be the most advantageous proposal in the area of thin-film photovoltaics and selected it for funding. Upon learning of the selection, ECD filed this protest.

ECD challenges the evaluation of technical and cost proposals and contends that ARPA should have conducted discussions with offerors. In addition, ECD generally challenges the award to ITN on the basis that a procurement contract should have been awarded.

Under the Competition in Contracting Act of 1984 and our Bid Protest Regulations, we review protests concerning alleged violations of procurement statutes or regulations by federal agencies in the award or proposed award of contracts for the procurement of goods and services, and solicitations leading to such awards. 31 U.S.C. §§3551(1), 3552 (1988); 4 C.F.R. §§21.2(a) (1995). We generally do not review protests of the award, or solicitations for the award, of cooperative agreements or other nonprocurement instruments because they do not involve the award of a “contract.” See Federal Grant and Cooperative Agreement Act (FGCA), [*4] 31 U.S.C. §§6303, 6305; Sprint Communications Co., L.P., B-256586; B-256586.2, May 9, 1994, 94-1 CPD P 300; Resource Dev. Program & Servs., Inc., B-235331, May 16, 1989, 89-1 CPD P 471; see generally SBMA, Inc., B-255780, Nov. 23, 1993, 93-2 CPD P 292. We will review, however, a timely protest that an agency improperly is using a cooperative agreement or other nonprocurement instrument, where under the FGCA a “procurement contract” is required, to ensure that an agency is not attempting to avoid the requirements of procurement statutes and regulations. See *id.*; Renewable Energy, Inc., B-203149, June 5, 1981, 81-1 CPD P 451.

n1 The ITN Consortium includes the Materials Research Group and eight other organizations.

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The FGCA established the general criteria that agencies must follow in deciding which legal instrument to use when entering into a funding relationship with a state, locality, or other recipient for an authorized purpose. 31 U.S.C. §§6301-6308. Under these criteria, a contract is the proper funding vehicle when “the principal purpose of the instrument is to acquire (by purchase, [*5] lease, or barter) property or services for the direct benefit or use of the United States Government.” 31 U.S.C. §6303. Grants and cooperative agreements, on the other hand, reflect:

a relationship between the United States Government and a State, a local government, or other recipient when-- (1) a principal purpose of the relationship is to transfer a thing of value to the State or local government or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government.

31 U.S.C. §§6304 and 6305; see 65 Comp. Gen. 605 (1986); B-257430, Sept. 12, 1994.

Likewise, the Federal Acquisition Regulation (FAR) provides that:

Contracts shall be used only when the principal purpose is the acquisition of supplies and services for the direct benefit of the Federal Government. Grants or cooperative agreements should be used when the principal purpose of the transaction is to stimulate or support research and [*6] development for another public purpose.

FAR §35.003(a).

ARPA maintains that the principal purpose of the BAA and the instrument contemplated here was not to acquire goods and services for the direct benefit and use of ARPA. Rather, the agency reports:

ARPA’s interest is in enhancing the state of the art, demonstrating technology, establishing industrial capabilities, and otherwise advancing national capabilities so that the United States technological base will be capable of supporting the most advanced military systems in the future.

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Thus, according to the agency:

BAA 94-42 called for a cost-shared, dual-use, multi-party ‘partnership’ arrangement to support technology developments, advance the state of the art, demonstrate technology, transfer technology, and otherwise support and stimulate research and development . . .

Although ECD generally claims that ARPA was required to use a procurement contract, it has not refuted ARPA’s position that the primary purpose of the BAA was not to acquire property or services for the direct benefit or use of the government, but to advance the state-of-the-art by supporting and stimulating research and development. Rather, ECD [*7] focuses on the specific authority cited by ARPA as the basis for the contemplated instrument. Specifically, ARPA relied on the authorization in 10 U.S.C. §2371, as amended, to “enter into transactions (other than contracts, cooperative agreements, and grants) under the authority of this subsection in carrying out basic, applied and advanced research projects.” 10 U.S.C. §2371(a), as amended by the Federal Acquisition Streamlining Act of 1994 (FASA), Pub. L. No. 103-355, §1301, 108 Stat. 3243, 3285 (1994). n2 ECD, however, notes that the authority of 10 U.S.C. §2371 is available “only when the use of a standard contract, grant, or cooperative agreement for such project is not feasible or appropriate”; ECD argues that ARPA has not shown that it could not accomplish its goals by use of “a standard contract, grant, or cooperative agreement.” 10 U.S.C. §2371(e)(3).

[*8]

We need not resolve whether ARPA has satisfied the statutory prerequisites to entering into an “other” instrument under section 2371 since the agency’s choice of which nonprocurement instrument or authority to rely on is irrelevant to the question of whether we will consider ECD’s protest. Again, our Office will review only protests concerning the award or proposed award of procurement contracts, or protests that an agency improperly is using a nonprocurement instrument where a “procurement contract” is required. ECD has not shown, nor is it otherwise apparent from the record, that under the FGCA a “procurement contract” is required here--that is, that the principal purpose of the transaction contemplated under BAA No. 94-42 is the acquisition of supplies and services for the direct benefit of the federal government. We find no basis to question ARPA’s position that the principal purpose of the transaction instead is to stimulate or support research and development with respect to vapor phase manufacturing technology in the area of thin-film photovoltaics.

The protest is denied.

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n2 Section 2358 of Title 10 generally authorizes the Secretary of Defense and the Secretary of a military department to “engage in basic research, applied research, advanced research, and development projects” by means of “contract, cooperative agreement, or grant. . . .” 10 U.S.C. ’ 2358 (1994), as amended by FASA, §§1301, 108 Stat. 3243, 3284. According to ARPA, however, use of an “other” instrument as authorized under section 2371 instead was necessary because the cost-shared, dual-use, multi-party partnership’ arrangement for the support of technology development and advancing the state-of-the-art which it contemplates entering into, while not a procurement contract, also is not a traditional cooperative agreement.

CHAPTER 4: COOPERATIVE AGREEMENTS

4.1 **Instrument Selection**

Cooperative agreements are legal instruments that establish a relationship between a federal agency and a state or local government, tribal government, or other recipient. The laws, regulations, and guidance for administering cooperative agreements are the Federal Grant and Cooperative Agreement Act of 1977 (*31 U.S.C. §§6301 et seq.*); specific laws applicable to the NPS (*16 U.S.C. §§1g, 470, 462 (e), etc.*); OMB guidance for implementation of the Federal Grant and Cooperative Agreement Act of 1977 (*43 Federal Register 36860 dated August 18, 1978*); OMB Circulars (*See Appendix B for a list of applicable OMB Circulars*); *Title 43, Code of Federal Regulations, Part 12*; the *Departmental Manual, Parts 505 and 507*; and *Director's Order 20*. Website addresses are provided in Appendix E of this handbook for these documents.

It is important to understand the difference between cooperative agreements and procurement contracts. A procurement contract is the correct legal instrument to use when an agency of the Federal Government has a need to acquire by purchase, lease, or exchange, property, services, or studies for the direct benefit of the Federal Government to meet a mission need. The Federal Government uses procurement contracts to establish quality of work standards, to require compliance, and when it has the unilateral right to initiate corrective action when the work is not performed, such as on construction projects.

Selection of the proper legal instrument (procurement contract, cooperative agreement, or grant) is critical. An agency may not avoid compliance with acquisition rules (such as competition) by using a cooperative agreement when a procurement contract is the proper instrument. Competition is mandated by law for procurement contracts. Competition is encouraged to the maximum extent practicable for cooperative agreements. A cooperative agreement is not the proper instrument to use when you are receiving funds. A memoranda of agreement is the proper instrument (*See Chapter 7*).

A cooperative agreement should not be considered unless all of the following criteria are met:

- The principal purpose is to transfer a thing of value to the recipient “to carry out a public purpose of support or stimulation.”
- There is legal authority to use a cooperative agreement for the proposed activity and with the proposed recipient.
- The “principal purpose” finding is legitimate and is not simply a means of non-competitively acquiring property or services for the direct benefit or use of the Federal Government.
- There will be substantial involvement between the parties to the cooperative agreement.

If these criteria are not met, a cooperative agreement is not the appropriate instrument.

A cooperative agreement is the correct legal instrument to use when the relationship between the Federal Government and a state government, local government, tribal government, nonprofit organization, or other recipient has as its principal purpose the transfer of funds, property, services, or anything of value to stimulate or support a public purpose authorized by law, and the Federal Government expects substantial involvement with the recipient when carrying out the activities contemplated in the agreement. Again, it is important to remember that the “principal purpose” finding must be legitimate and not a means of circumventing award of a procurement contract.

A cooperative agreement should not be confused with a grant. A grant differs from a cooperative agreement because, in a grant, there is no substantial involvement by the Federal Government. A grant provides for the transfer of federal assistance (usually funds, but a grant can transfer property, services, or anything of value) to the recipient. A grant requires special legislative authority (different from cooperative agreement authority) and is not considered by Director’s Order 20 or this handbook.

Every cooperative agreement should, at a minimum, contain (a) funding sources, including accounting and appropriations data; (b) the estimated cost ceiling; and (c) where appropriate, the funding amounts to be obligated by budget period. In other words, the agreement should specify whether the funds are to be committed, obligated at award, or incrementally obligated at specified times or performance intervals.

While contemplating the use of a cooperative agreement when there may be more than one project anticipated with the same cooperator, consideration should be given to writing the agreement in a way similar to an indefinite quantity contract. The program manager should have assurance that such money is and will remain available for expenditure under the agreement through the issuance of task agreements. If possible, the first task agreement should be issued at the time the agreement is negotiated.

The cooperative agreement would include a detailed description of the cooperative effort that identifies all of the various types of work that could be done under the agreement. The agreement also establishes all of the terms and conditions between the parties. As projects are identified that fall within the cooperative effort, either a bilateral modification or a task agreement would be issued to authorize the project and obligate funding. Task agreements or modifications should not be stand-alone documents, and they should always reference the cooperative agreement number. Task agreements should not reiterate the terms and conditions of the cooperative agreement. They should only include information that is specific to the task. Substantial involvement must be set forth in each task. Work outside the terms and conditions of the cooperative agreement should be negotiated as a separate cooperative agreement. (*See Attachments 4.1 and 4.2.*)

Although the NPS frequently cooperates with or participates in a cooperative arrangement with other federal and non-federal entities, unless the arrangement meets the criteria in this section, it will not be a cooperative agreement. Instead, such an arrangement will be a procurement contract, interagency acquisition agreement, or another type of agreement.

1. **Legal Authority**

Two basic legal tests must be met before the NPS can enter into a cooperative agreement:

- First, the proposed cooperative agreement must comply with the definitional requirements of the *Federal Grant and Cooperative Act of 1977*.
- Second, every NPS cooperative agreement must cite a particular statute that specifically authorizes the NPS to use a cooperative agreement to accomplish the anticipated project or activity. (See the authorities below and in Chapter 2 of this handbook.)

Although several authorities may apply to an agreement, the most appropriate authority should be cited. The two most significant follow:

- (a) **16 U.S.C. §1g** - “The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to state, local, and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to section 6305 of Title 31 to carry out public purposes of National Park Service programs.”

This provides broad authority for the NPS to enter into cooperative agreements with most recipients for a public purpose. Although, by its express language this authority permits entering into cooperative agreements for “the public purpose of carrying out [NPS] programs,” this must not be confused with the impermissible use of cooperative agreements to acquire goods or services for the direct benefit or use of the NPS. In other words, the “public purpose” objective of such a cooperative agreement must really and substantially be its “principal purpose.” Thus, while broad, this authority must be read in conjunction with the *Federal Grant and Cooperative Agreement Act of 1977* and other authorities that prescribe whether a particular relationship should be a procurement contract or a cooperative agreement.

This authority does not provide authority for (a) the NPS to transfer other than “appropriated funds”; or (b) the NPS to enter into a cooperative agreement with a “for-profit” organization. Other appropriate authorities should be found for those purposes.

In addition to the broad authority identified in the preceding paragraphs, Congress provided the NPS with additional specific authority to use cooperative agreements to govern its research and training agreements with universities, states, and local governments, as follows:

- (b) **16 U.S.C. §1a-2(j)** - authorizes the Secretary of the Interior, in order to facilitate the administration of the national park system, to carry out the following activity under such terms and conditions as he may deem advisable: “Enter into cooperative agreements with public or private educational institutions, states, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the national park system, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the Federal Procurement Regulations.”

2. **Substantial Involvement by the NPS is Anticipated**

In a cooperative agreement, “substantial involvement” is required between the NPS and the state government, local government, tribal government, or other recipient during the performance of the contemplated activity. Substantial involvement is a relative rather than an absolute concept. The examples that follow are not meant to be a checklist or to be considered as individual determinants. Some of them are taken directly from the 1978 OMB guidance (*43 Federal Register 36860, August 18, 1978*) on the implementation of the *Federal Grant and Cooperative Agreement Act of 1977*.

When the agreement indicates the recipient can expect agency collaboration or participation in the management of the project, substantial federal involvement is anticipated.

Examples of substantial involvement (indicating the need for a cooperative agreement) include:

- (a) Agency and recipient collaboration or joint participation.
- (b) Substantial, direct, agency operational involvement or participation during the assisted activity is anticipated prior to award to ensure compliance with such statutory requirements as civil rights, environmental protection, and provision for the handicapped.
- (c) Highly prescriptive agency requirements prior to award that limit recipient discretion with respect to scope of services offered, organizational structure, staffing, mode of operation, and other management processes, coupled with close agency monitoring or operational involvement during performance beyond the normal exercise of federal stewardship responsibilities to ensure compliance with these requirements.
- (d) NPS participation in the development of interpretive messages presented in various interpretive media (videos, waysides, brochures, etc.) being undertaken by cooperators with funds provided in the cooperative agreement.

3. **Substantial Involvement by the NPS is Not Anticipated**

Examples of involvement that are not substantial (indicating the need for a procurement contract or grant) include:

- (a) Agency approval of recipient plans prior to award.
- (b) Normal exercise of federal stewardship responsibilities during the project period such as site visits, performance reporting, financial reporting, and auditing to ensure that the objectives, terms, and conditions of the award are accomplished.
- (c) Unanticipated agency involvement to correct deficiencies in project or financial performance from the terms of the assistance instrument.
- (d) General statutory requirements understood in advance of the award such as civil rights, environmental protection, and provision for the disabled.
- (e) Agency monitoring or review of performance during or after completion.
- (f) General administrative requirements, such as those included in *Office of Management and Budget Circulars A-21, A-95, A-102, and A-110*.

4. **Construction**

In most cases, construction is a *mission need* and a procurement contract is the appropriate instrument. Therefore, construction under a cooperative agreement will be RARE.

The following guidance is provided for consideration and application of the Davis-Bacon Act.

(For a definition of “construction,” refer to Chapter 3 of this handbook and Federal Acquisition Regulation, Part 22.401.)

- (a) **Principal Purpose to Meet Mission Need.** When the National Park Service has a construction requirement where the primary or principal purpose is to meet a mission need, the correct instrument to use is a procurement contract. *(Refer to Parts 22 and 36 of the Federal Acquisition Regulation for further guidance.)* Where construction exceeding \$2,000 is occurring on public buildings or public works using federal agency funds (regardless of whether the title to the property is held by a federal agency), the Davis-Bacon Act, 40 U.S.C. §276a(a) applies, and the Federal Government is responsible for ensuring that the proper wage determinations are included in the contract, along with clauses which describe specific unilateral rights of the Federal Government to modify or terminate the contract.

Example: Construction or repair of visitor centers, maintenance buildings, employee housing, roads, and water or sewer treatment/storage systems. Most of the construction requirements of the NPS fall into these categories. A cooperative agreement **cannot** be used for these projects.

- (b) **Principal Purpose of Public Support or Stimulation.** A cooperative agreement is the correct instrument to use when **the principal purpose is one of public support or stimulation**, legislative authority exists, and the NPS will have substantial involvement. The important point to remember is that the NPS is not entering into the cooperative agreement to fulfill one of its mission needs (the construction project itself), but to accomplish a purpose of public support or stimulation through an assistance relationship. Cooperative agreements involving construction may occur on lands or structures administered by the NPS or the cooperator. If construction is to occur on non-NPS lands, clear statutory authority is required for this expenditure of federal funds.

Example: Work and/or training opportunities for youth groups or other nonprofit organizations that involve minor construction-related activities such as routine trail repair, painting, rebuilding, repairing small trail bridges, or brush clearing.

- (c) Assistance agreements are administered using the guidance contained in applicable OMB Circulars and in 43 CFR Part 12. Specific attention should be paid to *OMB Circular A-110*, Subpart C, Procurement Standards–Sections .40 through .48, which identify the procurement standards to be used by recipients when they contract for or award sub-agreements for supplies or services (including construction services) using federal funds awarded under a cooperative agreement. Title 43 CFR §12.76(i)(5) and 12.948(e) also addresses how the Davis-Bacon Act applies to agreements.

When construction sub-agreements are anticipated, the applicant must submit along with its SF-424 application the SF-424B or SF-424D, Assurances (*See Paragraph 9 of the SF-424B and Paragraph 13 of the SF-424D*) which requires the applicant to certify that it will comply with the Davis-Bacon Act in any construction sub-agreements.

Example of Applicability of Davis-Bacon Act:

- The cooperator contracts for or awards a sub-agreement for the construction services, and the work exceeds \$2,000 on land and structures controlled by or other than those controlled by the NPS and the principal purpose of the agreement is construction using laborers and/or mechanics in the relevant trades.

Examples of Non-Applicability of Davis-Bacon Act:

- Cooperative agreements where the principal purpose is for work and/or training opportunities for youth groups or other nonprofit organizations, but they involve construction-related activities occurring on either lands or structures controlled by the NPS or elsewhere.
- Projects such as routine trail repairs, painting, rebuilding or repairing small wooden trail bridges, or brush clearing on either lands or structures controlled by the NPS or elsewhere, where the cooperator performs the services involved and does not award contracts or sub-agreements for the work.

These types of projects are typically cooperative agreements with nonprofit, state, or local organizations, such as the Public Land Corps, the Student Conservation Association, State Conservation Corps, Americorps, and State Youth Corps.

In all of these examples, there must be specific legislative authority to expend federal funds on non-NPS lands.

- (d) The following table provides guidance whether the Davis Bacon Act* may or may not apply to a particular cooperative agreement involving construction, alteration, and/or repair, including painting and decorating.

<u>DAVIS-BACON DOES APPLY</u>	<u>DAVIS-BACON DOES NOT APPLY</u>
<i>Regardless of any other factor, if the work –</i>	<i>Regardless of any other factor, if the work –</i>
(i) is being performed on a “public building” or “public work” (whether or not it is the property of the United States or the District of Columbia); <i>and</i>	(i) is not being performed on a “public building” or “public work”; <i>or</i>
(ii) is being advertised or publicized by the recipient as construction, alteration, or repair work; <i>and</i>	(ii) in no case will the value of the work exceed \$2,000”; <i>or</i>
(iii) is being performed for compensation by laborers and/or mechanics in the relevant trades; <i>and</i>	(iii) the principal persons performing the work are volunteering their services for civic, charitable, or humanitarian reasons and are not employees of or otherwise benefiting a contractor having an interest in the work. 40 U.S.C. §§ 276d-1 and –2.
(iv) the value of the work exceeds \$2,000.	

<u>DAVIS-BACON PROBABLY APPLIES</u>	<u>DAVIS-BACON PROBABLY DOES NOT APPLY</u>
The work is being performed on a “public building” or “public work” and the value of the work exceeds \$2,000 <u>and</u> <i>one or more</i> of the following factors is present:	Although it is performed on a “public building” or “public work” and the value of the work exceeds \$2,000, <i>one or more</i> of the following factors is present (while <i>not more than one</i> factor from the “Probably Applies” side is also present):
(i) performance of the work is the principal purpose of the cooperative agreement;	(i) performance of the work is <i>not</i> the principal purpose of the cooperative agreement, but only incidental to it;
(ii) it is being performed by laborers and/or mechanics, in the relevant trades; <i>or</i>	(ii) even if compensated, it is <i>not</i> being performed by laborers and/or mechanics in the relevant trades, but by persons not normally performing such work (e.g., youth groups, skill trainees);
(iii) it is being advertised or publicized by the recipient as construction, alteration, or repair.	(iii) it is <i>not</i> being advertised or publicized by the recipient as construction, alteration, or repair (or advertised at all); <i>or</i>
	(iv) the work is minor, temporary, or seasonal.

* The Davis-Bacon Act, as amended, at 40 U.S.C. §276a(a), provides that “The advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works within the United States or the District of Columbia . . . and which requires or involves the employment of mechanics and/or laborers, shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes or laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the state in which the work is to be performed, or in the District of Columbia”

- (e) **Construction Involving Challenge Cost-Share Program Projects.** A purchase order, procurement contract, or a cooperative agreement may be

the appropriate instrument for a Challenge Cost-Share Program (CCSP) project, depending upon whether or not the project involves a public purpose and there is substantial involvement by the NPS in the project. Challenge Cost-Share Program projects **without substantial involvement** by the NPS are non-competitive purchase orders or procurement contracts. In this case, Federal Acquisition Regulation Part 22.403-1 applies, and the award must incorporate the requirements of the Davis-Bacon Act if the construction amount exceeds \$2,000. Challenge Cost-Share Program projects **with substantial involvement** by the NPS are awarded as cooperative agreements. If the project involves construction performed by the recipient, the Davis-Bacon Act does not apply. If the recipient uses federal funds and awards a construction contract or sub-agreement in excess of \$2,000 to someone else to perform the construction, the Davis-Bacon Act applies. *(Refer to Section 4.13 of this handbook for the general discussion on CCSP projects. Also refer to the guidelines on the CCSP issued each year by the Associate Director, Cultural Resource Stewardship and Partnerships.)* For more information on the CCSP, contact your regional CCSP coordinator or the WASO CCSP coordinator.

5. **Students or Interns**

In cooperative agreements with universities where the cooperator utilizes student employees, these students sometimes work on site positioned next to federal employees. It is illegal for federal employees to directly supervise the cooperator's employees or the cooperator to supervise federal employees. When working on site, it is important that there is a clear distinction between the cooperator and the federal employee. Some general guidelines follow:

(a) **Office Environment and Vehicles:**

- The office space of the cooperator and NPS personnel should be clearly labeled (Name and NPS or company affiliation on office or cubicle space).
- Cooperator personnel should be listed separately from NPS employees in telephone lists, other identification or organizational rosters, and publication credits.

- Cooperator personnel should not receive “all-employee” e-mail or other communications intended for NPS employees (unless it relates directly to the work the cooperator is doing for the NPS). When the e-mail does relate to the work being done, a copy of the same e-mail message should be sent to the cooperator’s on-site supervisor.
- Cooperator personnel may use NPS e-mail systems when the communication relates directly to the work the cooperator is doing for the NPS. The e-mail addresses of the cooperator must include a label associated with their NPS e-mail address that identifies the cooperator’s status (i.e., “Linda Webb, Cooperator” would be the label associated with the e-mail address, linda_webb@nps.gov). Doing so clearly identifies this individual each time they send an e-mail message using the NPS system, and it identifies their status as a cooperator or coop employee in the e-mail directory.
- Unless stipulated in the agreement, cooperator personnel should not drive government vehicles.
- Unless stipulated in the agreement, cooperator personnel should not ride as a passenger in a government vehicle. When this is planned as part of the agreement, an appropriate amount of liability insurance should be negotiated.

(b) **Supervision and Scheduling:**

- Unless stipulated in the agreement, NPS staff should not set hours for cooperator personnel, specify where the work should be done, or conduct performance appraisals. National Park Service staff may give performance feedback to the cooperator’s personnel employer.
- Cooperator personnel should report leave, scheduling, and other related issues to the cooperator’s on-site supervisor, not to NPS employees. The on-site supervisor of the cooperator should then communicate with the NPS. National Park Service employees cannot directly supervise cooperator personnel on a day-to-day basis. Work should be given to the cooperator personnel (via the cooperator’s on-site supervisor) on a “task basis.” Cooperators should work without NPS supervision to accomplish each task, although technical consultations and cooperation is permissible.

- Cooperator personnel cannot serve as field assistants, because it is impossible in the field to avoid direct supervision by NPS staff. In turn, cooperator personnel should not conduct fieldwork under the control of the NPS. The cooperator’s supervisor should handle all supervision in the field.

(c) **Representation and Communication:**

- Cooperator personnel cannot, in any way, represent themselves to the public as NPS employees.
- Cooperator personnel should wear visible identification at all times.

(d) **Other Issues:**

- Cooperator personnel should not list an NPS affiliation on publications, but rather should list the cooperative agreement under which the work was performed.
- Cooperator personnel should not be invited to official NPS “social” events.
- Cooperator personnel are not authorized to purchase property and supplies with government funds.

(e) **Items to Be Considered:**

Cooperator personnel will follow the local policy of the facility when federal facilities are closed due to early release for holidays, snow days, etc.

(f) **Penalties:**

NPS employees should be aware that they may be personally liable for any costs incurred by the establishment of an improper working relationship with a cooperator employee.

It is suggested that the following language be added to Article III – Statement of Work in Cooperative Agreements Involving Students or Interns. This language will serve to clarify the roles of the cooperator and the NPS and to prevent the existence or appearance of a personal services relationship. A personal services agreement or contract is illegal without specific legislative authority. This language is not intended to be inclusive of everything that should be in an agreement, but rather should be used as a guide to the roles and responsibilities of each party.

(g) The Cooperator will:

- Hire student employees to work on NPS tasks identified in the agreement. Hiring will be conducted in consultation with the NPS agreements technical representative.
- Pay student employees for hours they have worked in support of the agreement.
- Take necessary disciplinary action to correct student employee conduct or performance problems. The NPS agreements technical representative will inform the cooperator's on-site supervisor of any conduct or performance problems.
- Remove student employees from position if they fail to improve performance or address conduct issues.

(h) The NPS will:

- Work collaboratively with the cooperator on the hiring of students or interns.
- Review and provide feedback to students or interns regarding work assignments.
- Inform the cooperator of conduct or performance problems with student employees so that the university can counsel student employees and correct the performance problems.
- Recommend to cooperator dismissal of student employees based on conduct or performance issues.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

6. **Student Conservation Association, National Cooperative Agreement Process**

On April 6, 2004, the Program Manager for Youth Programs Division, Washington, D.C., issued new procedures for using the National Cooperative Agreement with the Student Conservation Association (SCA). These procedures were to decentralize the funding for this program to the park, regional, and/or center program offices.

The following guidelines and processes have been modified as follows for the FY07 actions:

- (a) After completing the appropriate forms from the SCA website, the program manager should fax it to SCA, Attn: Lorraine Chapman at 603-543-1828 to obtain a price quote and an assigned project number.
- (b) Based on the price quote received from SCA, a purchase request (PR) should be generated in IDEAS regardless of funds being utilized. Be sure to place the project number on the PR. Forward the PR and the SCA project form to your acquisition office. The PR is an internal document that authorizes the contracting officer to obligate the program manager's funds. It is **not** to be sent or faxed to SCA. Allow the acquisition office 30 days to process the paperwork through SCA from the time that the PR is entered into IDEAS.
- (c) The acquisition office will prepare a task agreement (*see Attachment 4.18*) based on the PR and the project form. The task agreement can be as an email attachment to Lorraine Chapman, lchapman@thesca.org. Upon receipt by SCA, the task agreement can be downloaded, signed, a copy faxed back to the NPS, and originals placed in the mail. Upon receipt of fax by NPS, task agreement can be executed and a copy faxed back to SCA in order to expedite processing of the task agreement. **SCA cannot process your request without a copy of the task agreement.** Upon receipt of original signature copies, execution and distribution can be completed.
- (d) At this time, the contracting officer will need to prepare an obligation document in IDEAS by preparing a task agreement against the master agreement and obligating and releasing it. The document prepared in Number 3 should be attached to the PD obligating document.
- (e) The ATR at the park, who initiated the PR, should be sent notification via e-mail at the time of the award. They also get copies of the fully executed task agreement and any modifications and the obligating document. Upon award, notification to the SCA Regional Point of Contact (See Attachment 4.19) should also be made.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

- (f) Payments to SCA are processed in IDEAS just as any receiving report is done for a task agreement.
- (g) A FAADS report should be prepared within 10 days of the award.

7. **Research Studies or Reports**

- (a) When funded research is for the direct benefit of the government agency and there is no substantial involvement by the Federal Government, such research should be competed under acquisition rules. The correct instrument to use in this case is a procurement contract.
- (b) A cooperative agreement is an appropriate instrument to use when the principal purpose of the funded research is to increase basic knowledge and understanding in a specific area of inquiry of relevance to agency missions (for the general good of the scientific community) and there is substantial involvement by the government agency.

Government printing regulations apply to all types of agreements. (*See Attachment 4.7 for further information.*)

It is a duty incumbent upon the agency to consider appropriate distribution of reports. Beyond copies to the contracting officer (or the contracting officer's designated representative), a copy should also be deposited in the Denver Service Center Technical Information Center, (DSC-PGT), Attention: Chief, Technical Information Center, 12795 West Alameda Parkway, Lakewood, Colorado 80228.

4.2 **Competition and Posting of Cooperative Agreement Funding Opportunities**

The Federal Grant and Cooperative Agreement Act of 1977 (*31 U.S.C. §§6301 et seq.*) expressly states that one of the purposes of the Act is to encourage competition, where deemed appropriate, in the award of cooperative agreements. The OMB, in its final guidance on the implementation of the Federal Grant and Cooperative Agreement Act, states that agencies are encouraged to maximize competition among all types of recipients in the award of cooperative agreements in accordance with program purposes. The Departmental Manual, Part 505, Sections 2.2 and 2.15, encourage competition in awarding discretionary grant agreements and cooperative agreements. Discretionary cooperative agreements are defined as those agreements that lend themselves to competition (*See Chapter 3, Definitions*).

In order to provide the public maximum opportunity to view potential funding opportunities consistent with *P.L. 106-107*, all discretionary cooperative agreement funding opportunities including those under *CESUs* must be posted to grants.gov (www.grants.gov). For posting instructions refer to: <http://www.doi.gov/pam/GrantsFINDpolicy102703.doc> and <http://www.doi.gov/pam/GrantsFINDuserguide.html>.

Exceptions include:

1. Programs that only publish funding opportunities in the Catalog of Federal Domestic Assistance (*CFDA*).
2. Announcements for awards less than \$25,000 for which 100% of eligible applicants live outside the United States.
3. Single source announcements of funding opportunities issued by the bureau/office which are specifically directed to a known recipient.
4. The Bureau/Office program has received an exemption or waiver from OMB.

It is the policy of the NPS to compete discretionary cooperative agreements wherever possible or to justify why competition has not occurred. A non-competitive cooperative agreement is one in which the normal rules requiring competition are waived.

There are exceptions to the rule requiring competition. Formula and entitlement programs (projects for which a formula specified in statutes or regulations are used to determine the amount available for a state area) are a large and obvious exception to appropriate circumstances for competition. Non-competitive cooperative agreements may be considered in the following situations:

- Projects mandated by appropriation or restricted by congressional or legislative authority.
- Modifications to existing agreements and task agreements within the scope of the initial agreement.
- Uniquely qualified cooperators.
- Challenge Cost-Share Program agreements.

The justification for a non-competitive cooperative agreement must be documented and submitted as a part of the “Documentation for Use of a Cooperative Agreement,” (i.e., *Attachment 4.8, Numbers A.1 and A.2*), and approved by the contracting officer before an agreement is negotiated.

When competing cooperative agreements, use of technical evaluation criteria together with a determination of the technical versus cost or price relationship should be considered and determined. Your contracting officer will guide you with sample evaluation criteria for evaluating and scoring proposals. A “Conflict of Interest and Confidentiality Certificate” (*Attachment 4.10*) must be signed by those who participate in the evaluation of proposals.

Below are steps for initiating a competitive cooperative agreement:

1. The agreements technical representative will:
 - (a) Consult with a contracting officer to ensure the correct legal instrument is used and that substantial involvement can be identified and described.
 - (b) Prepare a purchase request with a statement of work or draft agreement.
 - (c) Develop evaluation and selection criteria.
 - (d) Prepare a draft synopsis for the contracting officer to advertise in either *grants.gov* or the Federal Register. *Grants.gov* is faster and less expensive.
 - (e) Prepare a source list.

2. The contracting officer will:
 - (a) Prepare draft solicitation with draft agreement for the solicitor's office review
 - (b) Synopsise in *grants.gov* or the *Federal Register*
 - (c) Finalize and send out solicitation.
 - (d) Prepare an abstract of proposals.
 - (e) Convene a technical evaluation panel.
 - (f) Prepare correspondence advising unsuccessful applicants of results.
 - (g) Notify successful applicant.
 - (h) Prepare a summary of negotiations.
 - (i) Award the cooperative agreement.

4.3 **Requirements for Initiating a Cooperative Agreement**

The following are necessary to initiate a cooperative agreement:

1. **Funds** – The “bona fide need rule” applies to cooperative agreements, just as it applies to acquisitions. A fiscal year appropriation may be obligated only to meet a bona fide need arising in the same fiscal year for which the appropriation was made. It is not essential that the work actually begin within that same fiscal year, but if it will not, the file should document that the need was clearly present at the time when the obligation is made. However, to obligate the funds, the agreement must be signed within the period authorized by the appropriation to be charged.

2. **Purchase Request** – Submit a purchase request through Procurement Desktop to the contracting officer with a draft agreement as an attachment. If competitive, also include evaluation and selection criteria, and identify sources.

3. **Documentation for Use of a Cooperative Agreement**, Attachment 4.8 – The documentation required by this attachment is necessary to assist the contracting officer to determine that the criteria to enter into a cooperative agreement exists, to what extent competition may be appropriate, or if non-competitive, why the cooperator was selected. Justification for not competing an agreement must be prepared at this time and included in this documentation.

4. **Substantial Involvement Documentation for Use of a Task Agreement**, Attachment 4.9 – The documentation required by this attachment is necessary to assist the contracting officer to determine that the required substantial involvement exists for task agreements issued under the terms and conditions of the existing master agreement.
5. **Advertisement** – Unless the requirement is non-competitive, a draft advertisement for submission by the contracting officer to *grants.gov* or the Federal Register. (*For additional information, see <http://www.whitehouse.gov/omb/circulars/a089/a089.html> on the Internet.*)
6. **Financial Assistance File Index**, Attachment 4.11 – The contracting officer must use this file index to organize all financial assistance files. The use of this checklist is mandatory; however, many items may not apply. Use the box provided to check what is included in your file. Pay particular attention to the documentation required regarding your decision to compete or not to compete the requirement.
7. **Internal Checklist**, Attachment 4.12 – The contracting officer may use this checklist as a means to ensure that all requirements, including appropriate OMB circular requirements, are included and the agreement is properly administered and closed-out. (The use of this checklist is not mandatory.)

4.4 **Essential Elements of a Cooperative Agreement**

All cooperative agreements must contain the following essential elements:

1. **Cooperative Agreement Number** – The program office will generate a purchase request using the NPS document numbering system in Appendix A of this handbook. The first letter of the agreement number will be “R” for the purchase request. The second number will be your office’s four-digit organizational code, followed by two digits for the current fiscal year, and a four-digit sequential number.

When the agreement is finalized, the contracting officer will use the purchase request number and change the prefix to match the type of document negotiated (i.e., “H” for cooperative agreement and “J” for task agreement).

When the program office initiates a purchase request for a modification, the original purchase request number (i.e., R1101050099) will be used; however, the first digit of the sequential number will be dropped, and an alpha letter (i.e., “A”) added at the end (i.e., R110105099A). The alpha letter will indicate that it is a modification.

When the modification is finalized by the contracting office, a four-digit sequential number will be added to the end of the agreement number. The last digit will be the modification number (i.e., 0001, 0002, 0003).

2. **Statement of Background and Objectives** – Identify the public purpose of support or stimulation.
3. **Legislative Authority** – Cite legislative authority to use a cooperative agreement for the activity and the program authority to undertake the activity.
4. **Statement of Substantial Involvement** – Describe the substantial involvement of the NPS. Substantial involvement should be described in either the background and objectives or the statement of work and not as a separate article.
5. **Statement of Work** – List the specific responsibilities of both the cooperator and the NPS.

For CCSP cooperative agreements, the cooperator’s major work activities and schedule are listed in as measurable terms as practicable. For phased projects, state only the work to be done with the funding during the budget period specified in Article VI, usually 12 months, or not later than the end of the following fiscal year.

6. **Term of the Agreement** – The term of the agreement should not exceed five years unless justified in writing and reviewed by a solicitor. At the end of the five-year period, if the requirement still exists, a new agreement must be initiated. Unless all of the funds are available for the entire five-year period at the beginning of the agreement, the agreement should be awarded for one year with options to extend for an additional four years.

While cooperative agreements may be awarded for up to five years, the availability of CCSP funds for any project (or “phase” of a project) is generally limited to one year, and may not extend beyond September 30 of the year following the fiscal year the funds are awarded. Authority to use CCSP funds expires the same time as other NPS funds unless an extension of time by modification to the agreement is executed.

7. **Agreements Technical Representative** – Include the name, address, telephone and facsimile numbers, and e-mail addresses for both the recipient and the NPS. Prior to being designated as an agreements technical representative on a cooperative agreement, a minimum of 24 hours of mandatory cooperative agreement training is required. An eight hour refresher is required every three years. (*See Chapter 9, Paragraph 9.10*)

8. **Award, Payment, and Reimbursement Information** – State the amount of award or reimbursement to be received, indicate the type of disbursement (i.e., reimbursement or advance of funds), frequency of payments, and the contracting officer’s address. If the award is multi-year, any period of performance beyond the current fiscal year is subject to availability of funds; this must be stated in the agreement. Subsequent fiscal years may be funded only if progress is satisfactory. The itemization of each fiscal year and estimated cost must be shown in the award document. Funds are obligated through modifications for subsequent fiscal years. *(See Paragraph 4.5, Payment, of this handbook.)*
9. **Prior Approval** (if required)
10. **Reports and/or Deliverables** – Include both performance and financial reporting.
11. **Property Utilization** (if necessary)
12. **Modification and Termination Clause**
13. **General and Special Provisions** *(See Attachment 4.6)*
14. **Attachments** – Completed SF-424, signed DI-2010 and SF-LLL, if applicable *(See Attachment 4.13, Standard Forms).*
15. **Signature and Dates** - Both parties must sign and date.
16. **Obligation** – Effective October 1, 2002, all cooperative agreement obligations must be completed in Interior Department Electronic Acquisition System, Procurement Desktop (IDEAS-PD). An OF-347 must be used as your obligating document. The cooperative agreement should be attached to the OF-347. Instructions for use of IDEAS-PD for agreement obligations are contained in Appendix B of this handbook.

(See Attachments 4.1, 4.2, and 4.4 for sample cooperative agreements.) Cooperative agreements should be prepared using the handbook samples. Each agreement must include all essential elements. All article titles and numbers are mandatory. The language in each article is flexible depending upon the individual agreement. When an article is not applicable, the words “Not applicable” should be inserted. Other agency documents or formats may be used when the NPS is not the document initiator, but all essential elements must be included.

4.5 **Payment**

Payment for reimbursement of work accomplished, or allowable costs incurred, will be made by the Electronic Funds Transfer method. Each cooperator must complete the on-line registration through Central Contractor Registration (CCR) at <http://www.ccr.gov>. A Dun and Bradstreet Data Universal Number (DUNS) number is required to register in CCR.

The two forms for requesting payments are the SF-270, “Request for Advance or Reimbursement,” and the SF-271, “Outlay Report and Request for Reimbursement for Construction Programs.” These forms are used for both reimbursement and advance payments, and they should be clearly marked as such. The forms must include the original signature of the approving official before payment can be made.

For agreements that have been obligated in Procurement Desktop, a receiver must be processed in Procurement Desktop. An SF-270, SF-271, or invoice must be submitted in order for payment to be processed. The form or invoice must reference the receiving report number. The form or invoice must be signed by the approving official authorizing the payment. It is not necessary to send a copy of the cooperative agreement and/or task agreement and receiver to the Accounting Operations Center. These copies can be obtained through Procurement Desktop.

The authority to make advance payments is contained in *43 CFR §12.61(c)* and *43 CFR §12.922*. In general, recipients can receive advance payments if they follow these procedures:

1. Maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient.
2. Maintain financial management systems that meet the standards for fund control and accountability as described in the OMB Circulars.
3. Limit requests for advance payment to the minimum amounts needed. Such requests must be timed with the immediate cash requirements of the recipient in carrying out the purpose of the agreement. The general rule of thumb is that an advance of less than \$100,000 can fund expenditures, in advance, up to 30 days. An advance over \$100,000 can only fund expenditures, in advance, for up to three days or less.
4. Deposit and maintain advances of federal funds in insured accounts whenever possible.
5. Account for the receipt, obligation, and expenditure of advance payments.
6. Interest earned on advance payments must be accounted for and paid to the Federal Government.

Advance payments must be reported in accordance with *OMB Circulars A-102* and *A-110*. See *43 CFR (a)(2)*, the DOI implementation of *OMB Circular A-110* and *43 CFR 12.81*, DOI implementation of *OMB Circular A-102*, sometimes referred to as “The Common Rule.” Advance payments and the relevant reporting requirements, **including permission to carry over funds indicating the number of days cash on hand may be held**, must be specifically set forth in the body of the cooperative agreement. The agreement must require that an SF-272, Cash Transactions Report, be submitted to the contracting officer, with a copy to the agreements technical representative responsible for the management of the agreement. Any funds that will be carried over from one advance period to another must be documented on the SF-272 in accordance with the OMB guidance. Every advance payment must be substantiated with a Cash Transactions Report before subsequent advance payments will be made by the Accounting Operations Center.

When using advance payments, it is critical that the agreements technical representative closely monitor the progress made by the recipient to avoid paying too far in advance of the progress made on the project. The agreements technical representative must certify on the SF-272, Cash Transactions Report, that expenses represent levels of effort that are measurable and match the progress made during the billing period.

The agreements technical representative must review the expenditure report and make a recommendation to the contracting office regarding its acceptability or unacceptability. The contracting officer will make the final approval or disapproval and, if acceptable, transmit it to the Accounting Operations Center so that the advance can be cleared in the financial records. The funding is not removed from the obligation record in Federal Financial System until the Cash Transaction Report is received. Under no circumstance should a new advance be approved until an expenditure report clears the preceding advance.

Task Agreements issued under the terms and conditions that are broad in scope and provide for the accomplishment of various and distinct projects stand on their own in reference to any advance payments issued.

When the work has been completed, the agreements technical representative is responsible for initiating closeout of the agreement immediately. As part of the closeout, the contracting officer will determine whether there is monies owing the NPS and work closely with their respective budget office to have a Bill of Collection issued, if necessary. Copies of this Bill of Collection will be sent to both the contracting officer and the Accounting Operations Center. By its terms, it will require the recipient to return the monies with the appropriate amount of interest within 30 days. Once the monies are collected, the budget office will coordinate its return to the Accounting Operations Center.

No special approval is required to authorize use of advance payments; however, the criteria set forth in the preceding paragraphs must be met and expenditure reports must be timely submitted. It is also necessary to review the applicable *OMB Circular(s)* when considering the use of advance payments.

The *Prompt Payment Act*, which applies to procurement contracts, does not apply to cooperative agreements.

4.6 **Financial Reporting Requirements**

1. **SF-269 or SF-269A, Financial Status Report**

Each Department of the Interior bureau and office cooperative agreement program shall require recipients to use the SF-269, Financial Status Report (Long Form) or SF-269A, Financial Status Report (Short Form) to report the status of funds for all non-construction projects or programs. SF-269, SF 269A, or SF-271, Outlay Report and Request for Reimbursement for Construction Programs are required for construction projects for State and local government recipients. Bureau and Office Directors or their designees (hereafter referred to as “appropriate bureau official,” have the option of not requiring the SF-269 or SF-269A when the SF-270, Request for Advance or Reimbursement or SF-272, Report of Federal Cash Transactions is determined in writing to provide adequate information to meet short-term program or *interim* financial reporting needs. A copy of the written determination or waiver must be maintained. A final SF-269 or SF-269A shall be required at the completion of the project when the SF-270 is used only for advances.

2. **Accounting Basis**

Using the SF-269 or SF-269A, cooperative agreement recipients will report program outlays and program income on a cash or accrual basis, as prescribed by the contracting officer. If the contracting officer requires accrual information and the recipient’s accounting records are not normally kept on the accrual basis, the recipient is not required to convert its accounting system. Rather, they shall develop the necessary accrual information through an analysis of documentation on hand.

3. **Financial Status Reporting Frequency**

The contracting officer is delegated the authority to determine the Financial Status Reporting frequency for each cooperative agreement project or program sponsored by the NPS, considering the size and complexity of the particular project or program.

A Financial Status Report shall not be required more frequently than quarterly or less frequently than annually.

However, if a recipient: (a) has a history of poor performance; (b) is not financially stable; (c) has a management system that does not meet the standards prescribed in the applicable OMB Circular; (d) has not conformed to the terms and conditions of a previous award; or (e) is not otherwise responsible, the contracting officer may impose additional requirements as needed, provided that the applicant or recipient is notified in writing as to the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions; and the procedure for requesting reconsideration of the additional requirements imposed.

Any special conditions shall be promptly removed once the conditions that prompted their application have been corrected. The Contracting Officer may require a monthly report from State, local and tribal recipients receiving advances totaling \$1 million or more per year.

A final Financial Status Report shall be required when a cooperative agreement is completed, expires or is terminated.

Cooperative agreement recipients will not be required to submit more than the original and two copies of the Financial Status Report each reporting period.

4. **Financial Status Reporting Due Dates**

When reports are required on a quarterly or semi-annual basis, they will be due to the contracting officer 30 calendar days after the reporting period. When required on an annual basis, they will be due 90 calendar days after the cooperative agreement year (i.e., 12 months after the approved effective date of the cooperative agreement and every 12 months thereafter until the expiration date of the cooperative agreement). Final Financial Status Reports will be due 90 calendar days after the expiration or termination of the cooperative agreement.

5. **Recap of Financial Reporting Requirements**

A. **OMB Circular A-110, 43 CFR § 12.952, Non-Profit and Higher Education**

1. **SF-269 and SF-269A, Financial Status Report**

- (a) Decide which financial reporting form is to be used;
- (b) Decide the frequency of the reports, not to be more frequently than quarterly and no less frequently than annually. Quarterly and semi-annually due 30 days after the reporting period, annual and final due 90 days. Extensions may be approved upon request by the cooperator;
- (c) Contracting Officer advises the recipient if they want accrual information, but recipient does not have to change their accounting system;
- (d) Can waive the 269 or 269A when the SF-270 is used as a reimbursement document and is determined to provide adequate information to meet our needs, EXCEPT that a final 269 or 269A is required at completion of the project when the 270 is used only for advances;
- (e) Can accept information in a computer format; and
- (f) Government can provide certain information to recipient in computer format.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

2. **SF-272, Report of Federal Cash Transactions**

- (a) Required when funds are advanced;
- (b) Due 15 calendar days following the end of each quarter; and
- (c) May be waived (1) when monthly advances don't exceed \$25,000 provided that such advances are monitored through other forms; (2) if it is our opinion that the cooperator's accounting controls are adequate to minimize excessive advances; or; (3) when electronic payment mechanisms provide adequate data.

B. **OMB Circular A-102, .43 CFR § 12.81, State and Local**

Federal agencies may waive any report required by this section if not needed [ref. § 12.81(a)(6)]

1. **SF-269 and SF-269A, Financial Status Report**

- (a) Decide which financial reporting form is to be used;
- (b) Decide the frequency of the reports, not to be more frequently than quarterly. If not specified, they are due annually. Quarterly and semi-annually due 30 days after the reporting period, annual and final due 90 days;
- (c) Contracting Officer advises the recipient if they want accrual information, but recipient does not have to change their accounting system;
- (d) Can accept information in a computer format; and
- (e) Government can provide certain information to recipient in computer format.

2. **SF-272, Report of Federal Cash Transactions**

- (a) Required when funds are advanced, unless exempted under the terms of the award; and
- (b) Due 15 working days following the end of each quarter.

See Attachment 4.17 for more coverage on Financial Reporting Requirements.

4.7 **Legal Review**

The policy of the NPS regarding legal review of cooperative agreements is that all new cooperative agreements must be reviewed by a contracting officer and the Office of the Solicitor regardless of the dollar amount (*See Director's Order 20, Paragraph 4.4*). Legal reviews of modifications and task agreements are not required provided they are within the "purpose and objective" and the "scope of work" of the initial agreement; however, it is always advisable to obtain legal review when complexity, novelty, intellectual property issues, potential conflicts of interest, or other concerns are present.

Modified 5/31/05 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

Modified 5/31/07 – Agreement Handbook Memorandum Number 4

4.8 **Ratification**

Agreement actions taken by personnel without formally delegated agreement authority do not legally obligate the Federal Government for the expenditure of funds. An unauthorized agreement action may be ratified if it would have been otherwise proper if executed by a contracting officer. If an unauthorized action is otherwise improper, it cannot be ratified, and the person committing the unauthorized action may be personally liable.

Execution of otherwise proper agreements made by individuals without agreement authority or by contracting officers in excess of the limits of their delegated authority may later be ratified by a Level IV contracting officer with agreement authority. Actions in excess of \$500,000 must be approved by the Chief, NPS Contracting Office, WASO before ratification.

4.9 **Review and Signature Requirements**

A contracting officer who possesses a Level IIB (before January 1, 2006), Level III, or Level IV warrant, and who has met the training requirements, may sign cooperative agreements up to their warrant authority. Solicitor review should be documented in the agreement file.

Consideration must be given to the total value of the agreement when exercising signature authority. If the life of an agreement is five years, and the agreement has the potential to exceed the contracting officer's warrant authority, it should go to a contracting officer with a warrant level commensurate with the total value of the agreement.

4.10 **Postaward Administration**

Each cooperative agreement should be administered in accordance with the awarded document and applicable OMB Circulars. Guidance for modifications and closeout follow:

1. **Modifications**

Modifications can be issued only for changes that fall within the original scope of work (i.e., delivery dates, change in quantity, annual funding, etc.). Changes to cooperative agreements that are outside of the original scope of work must be treated as new actions. Attachment 4.5 includes a sample task agreement modification.

2. **Closeout**

Closeout of an agreement should occur when the NPS determines that all administrative actions and all required work have been completed by both parties. Agreement closeout is normally initiated by the program manager or agreements technical representative. Specific responsibilities are identified in Chapter 9 of this handbook. An internal checklist for closeout activities is included in Attachment 4.12.

3. **Retention Period**

Records on all agreements and modifications signed by a contracting officer must be retained for a minimum of six years and three months after final closeout of the agreement. Consultation with the Washington Administrative Program Center's Records Officer, (202) 354-1908, should occur after this period has expired or until a new Records Disposition Schedule is updated. The current Records Disposition Schedule is dated May 2003 and is still in the process of being revised. The May 2003 Disposition Schedule can be accessed at:

<http://data2int.itc.nps.gov/wapc/records/nps19app-b.pdf>, under NPS-19, Appendix B (Rev. 5-03).

4.11 **Reporting Requirements**

1. **Federal Assistance Award Data Reports**

The Federal Assistance Award Data System (FAADS) is the central source of information on domestic financial assistance programs of the federal government. *Title 31, Section 6102(a)* of the United States Code requires the collection of the FAADS data. The objective of the FAADS program is to provide Congressional and state government officials with comprehensive, timely information about financial assistance awards made to public and private recipients. In addition, information collected in the FAADS is used in the Consolidated Federal Funds Report (*Title 31 U.S. Code, Chapter 62*).

A "Federal Assistance Award Date Report" is required for all cooperative agreements. The FAADS guidance manual can be accessed at: <http://wcp.den.nps.gov/Policy-Program/FedFinAssist/agree.htm>. Individual reports are required to be completed within 10 days after each federal assistance award. Reports are consolidated by the Department and sent to Bureau of the Census 10 days after each quarter.

A *CFDA* number or a temporary program number must be assigned in this block for the report to be accepted in this reporting system.

The NPS *CFDA* and FAADS administrative leads, regional coordinators and back-ups are listed in Attachment 4.16. The responsibility for the leads is divided among "the procurement and contracting offices" and "the grants offices" of the NPS. The leads are responsible for maintaining a complete list of users in each region who have access to the system, assigning passwords, performing password administration, providing liaison with the Department and providing input to NPS policies and procedures on FAADS reporting. Each regional coordinator is responsible for keeping a list of users in their region who have access to the system. They also act as the lead for training, user questions, issuance of passwords (in coordination with the lead) and providing input to NPS policies and procedures on FAADS reporting. There is no limit to the number of users in each region or in the system.

2. **NPS Acquisition Website**

If the agreement has Servicewide or regionwide impact, information pertaining to the agreement must be provided for inclusion on the NPS acquisition website. This web site address is included in Appendix E.

4.12 **Required Standard Forms**

The following standard forms for a cooperative agreement are required when applicable. (See Attachment 4.13 Standard Forms.)

1. “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying,” DI-2010.
2. “Application for Federal Assistance,” SF-424, SF-424A, SF-424B, SF-424C, SF-424D
3. “Request for Advance or Reimbursement,” SF-270
4. “Outlay Report and Request for Reimbursement for Construction Programs,” SF-271
5. “Financial Status Reports,” SF-269, Long Form
6. “Financial Status Reports,” SF-269A, Short Form
7. “Federal Cash Transactions Report,” SF-272
8. “Federal Cash Transactions Report, Continuation Form,” SF-272A
9. “Disclosure of Lobbying Activities,” SF-LLL

4.13 **Cooperative Ecosystem Studies Units**

The concept for the establishment of a network of Cooperative Ecosystem Studies Units (CESUs) was developed in 1997. It was authorized by the Thomas Bill, Public Law 105-391, Title II, Section 203(a), codified as 16 U.S.C. §5933. A Cooperative Ecosystem Studies Units Coordinating Council was formed, consisting of representatives from six federal offices: Bureau of Land Management, Department of Energy, National Park Service, U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, and U.S. Geological Survey. The United States was divided into approximately nine bio-geographic regions. One CESU is planned for each bio-geographic region. Each CESU is a collaborative effort between federal agencies and universities, and each unit is established by a cooperative agreement signed by all participants. The purpose of each CESU is to provide federal resource managers with high-quality scientific research, technical assistance, and education and to create partnerships between federal agencies and universities to share resources and expertise. Other objectives are to encourage professional development of federal scientists and to manage federal science resources efficiently and cost-effectively.

The development of CESUs has occurred at the departmental level with active interest and participation by the DOI Science Board and staff at the headquarters level of each agency. Federal agencies participate in CESUs within the scope of their respective missions.

Cooperative Ecosystem Studies Units are established through multi-agency competitions. The competitions are managed by the CESU Council. A request for proposal precedes each competition and is widely distributed to universities and published in grants.gov. The request for proposals and the resulting cooperative agreements have been drafted and reviewed at the agency head level, with legal review by the Department of the Interior Solicitor's Office.

All competition and legal review requirements for each CESU have been met prior to award. Additional competition or legal review of tasks under each CESU is not required. The term of each CESU is for a minimum of five years, with independent peer review after five years and renewal options to be determined by the CESU Council.

More information about CESUs is located on the Internet at www.cesu.org/cesu. An administrative guideline is currently under development by the CESU Council. In the interim, each region should check with their CESU Coordinator for samples and further guidance.

4.14 **Challenge Cost-Share and Public Land Corps Agreements**

16 U.S.C. §1f authorizes the NPS to enter into Challenge Cost-Share agreements. This authority allows the agency to negotiate and enter into cooperative arrangements with any state or local government, public or private agency, organization, institution, corporation, individual, or other entity. Appropriated funds for cost sharing must be matched by the commitments from recipients of Challenge Cost-Share agreements. The required 50-50 cost sharing may be managed on a national or regional basis, so that individual agreements do not necessarily have to be on a 50-50 split.

Challenge Cost-Share agreements may be awarded as a procurement contract or a cooperative agreement. The purpose of the agreement will determine which instrument is used. (*For projects involving construction, see Chapter 4, Paragraph 4.1, Number 4.*) The agreement must cite the authority for the Challenge Cost-Share Program (CCSP), and the cost-share ratio. Specific commitments of money, goods, or services by each party must be included in the agreement. Projects approved under the CCSP do not require further competition.

If it is determined that a procurement contract is the appropriate instrument to use to initiate and award projects through the CCSP, a non-competitive contract may be appropriate and is exempt from the synopsis requirements of *FedBizOpps*. This is because the Challenge Cost-Share has been identified through a competitive selection process made up of individuals tasked with identifying projects for the CCSP. The contract file should contain a justification for other than full and open competition as to why it was not competed.

As a general rule, the partner's contribution may be satisfied by providing cash, real or personal property, services, or contributed volunteer labor. Reimbursement can be made based on actual costs incurred by the partner in performing the project. When requested, advance payments must be carefully considered and thoroughly justified. See Paragraph 4.5 of this Chapter for the requirements for making advance payments. The initiative for the CCSP may originate with either party to the agreement. The reason for this type of agreement is to extend federal funds and accomplish more with the addition of non-federal funds.

Project costs must be not only reasonable and necessary to complete project work, but must also be (a) allowable and (b) valued according to the appropriate OMB Circular cost principles and Title 43, Code of Federal Regulations, Part 12.

Allowable in-kind (non-cash) contributions are defined in the following OMB Circulars:

A-87 Agreements with Governments.

A-122 Agreements with Non-Profits.

A-21 Agreements with Educational Institutions.

The matching share is described in these OMB Circulars: *A-110, Administrative Requirements for Universities or Non-Profits*, and *A-102, Governments and Indian Tribes*.

Challenge Cost-Share agreements and Public Land Corps agreements are governed by specific guidance from WASO. Instructions have been issued annually for these programs. The Public Land Corps Program is still a temporary program.

The NPS CCSP Guideline is developed by the CCSP Coordinator, Washington Office, (202) 354-6912, each fiscal year. The CCSP Guideline may be obtained from regional CCSP coordinators. Director's Order 27 for the CCSP is presently being developed.

For Public Land Corps projects, the Youth Conservation Corps Coordinator for your support area will have the latest guidance.

**SAMPLE COOPERATIVE AGREEMENT
(STATE AND LOCAL GOVERNMENTS)**

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**Cooperative Agreement
between
The United States Department of the Interior
National Park Service
and
The City of Brooklyn Park**

This Agreement is entered into by and between the Mississippi National River and Recreation Area, **NATIONAL PARK SERVICE** (NPS), and the **CITY OF BROOKLYN PARK** (City). “City” refers to City staff, as determined by the City.

ARTICLE I - BACKGROUND AND OBJECTIVES

The principal objective of this Agreement is to restore critical habitat and enhance parkland owned by the City and within the boundary of the Mississippi National River and Recreation Area (MNRRA), a unit of the national park system. Accomplishment of the 46.5-acre project will meet natural resource and recreation goals of the MNRRA Comprehensive Management Plan (CMP), as well as compatible goals of the City of Brooklyn Park’s Comprehensive Plan and Critical Area Plan.

ARTICLE II - AUTHORITY

A. Federal:

Public Law 100-696, November 18, 1988, *102 Stat. 4600*, 16 U.S.C. §460zz to 460zz-6, established the Mississippi National River and Recreation Area. Specifically, 460zz-5(b) authorizes the Secretary of the Interior (Secretary) to enter into Cooperative Agreements with the State of Minnesota (State) or its political subdivisions for the purpose of assisting in the planning for and interpretation of non-federally owned lands within the area.*

* This is an authority specific to the Mississippi National River Recreation Area only.

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B. State:

1. Brooklyn Park City Charter, Section 1.02, POWERS OF THE CITY.
2. Brooklyn Park City Charter, Section 240.00 RECREATON AND PARK DEPARTMENT, City of Brooklyn Park Critical Area Plan, *Critical Area Act* of 1973, Minn. Stat. Chapter 116G, as amended; Executive Order No. 130, as amended, of November 3, 1976; Executive Order 79-19 of 1979.
3. City of Brooklyn Park Critical Area Plan, *Critical Area Act* of 1973, Minn. Stat. Chapter 116G, as amended; Executive Order No. 130, as amended, of November 3, 1976; Executive Order 79-19 of 1979.

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Provide financial assistance as provided in Article VI.
2. Work with the City to facilitate coordination of project-related planning and activities in order to meet the project objectives.
3. Provide technical assistance on trail issues, habitat and vegetation restoration, public involvement and other aspects of the project as needed to meet project objectives, and participate in site design and planting workdays.
4. Together with the City, document the project in writing and with photographs to serve as a model of how resource protection and enhancement, with recreation access, can be accomplished elsewhere in the MNRRA.

B. The City agrees to:

1. Provide funds, equipment, personnel, and other in-kind resources necessary to perform the functions specified under Sections B and C of this Article.
2. Conduct an assessment of the restoration area to include vegetation analysis, slope, soils data, management techniques, habitat data, and basic flood data.

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3. Evaluate alternative site designs for River Park. Develop a site restoration and management plan. The plan will identify restoration areas, location of trails and other public facilities, methods of sustaining the restoration, and volunteer opportunities. It will also recommend plant species to be used in the restoration area and a preferred site design.
4. Manage and carry out site work, consistent with Article III, to accomplish and maintain the restoration, including possible relocation of active recreation site(s) closest to the river, seeding and planting of native species, removal of any invasive exotics, and other long-term maintenance activities.
5. Contribute information for project documentation.

C. The NPS and the City, jointly, agree to:

1. Meet together periodically, and with other project cooperators, to coordinate project activities, track project progress and expenditures, and ensure consistency with the MNRRA CMP and relevant City plans.
2. Plan and develop interpretive and educational materials and programs about the project, such as brochures, news releases, media contacts, signs, exhibits, field trips, and school activities. Acknowledge involvement of all partners in published materials and project information/publicity.
3. Recruit and involve volunteers in activities.
4. Monitor success of the restoration activities.
5. Involve the public in planning and carrying out the project.

ARTICLE IV - TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and extend through September 1, 2006.

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ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Signatory/Administrative/Contracting Officer

Theora McVay
Contracting Officer
Midwest Regional Office
National Park Service
1709 Jackson Street
Omaha, Nebraska 68102
E-mail: Theora_McVay@nps.gov
Telephone: (402) 221-3487
Facsimile: (402) 221-4251

Local/Coordinating/Agreements Technical Representative

Superintendent
Mississippi National River and Recreation Area
175 E. 5th Street,
Suite 418, Box 41
St. Paul, Minnesota 55101
E-mail: superintendent@nps.gov
Telephone: (402) 336-xxxx
Facsimile: (402) 336-xxxx

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2. For the City:

Signatory/Administrative

City Manager
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, Minnesota 55443
E-mail: city_manager@bp.org
Telephone: (763) 424-xxxx
Facsimile: (763) 424-xxxx

- B. **Communications** - The City will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI - AWARD AND PAYMENT

- A. A work plan and budget specifying the tasks the City will accomplish during the term of this Agreement are attached to this Agreement. The Service will award funds to the City on a reimbursable basis, based on the current work plan and budget.
- B. In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government. Payment will be made no more frequently than monthly and will be paid by electronic funds transfer directly into the City's account.
- C. The chargeable appropriation for this Agreement is Account Number _____. Nothing in this Agreement will be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

**SAMPLE COOPERATIVE AGREEMENT
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ARTICLE VII - PRIOR APPROVAL

The City will obtain the prior written approval of the Service for the items specified in 43 *CFR* §12.70.

ARTICLE VIII - LIABILITY

The City agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To provide workers' compensation protection to the City officers, employees, and representatives.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the City, its officers, employees, or representatives.
- D. In the event of damage to or destruction of the buildings and facilities assigned for the use of the City in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the City, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the City, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the City will constitute termination of this Agreement by the NPS.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

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ARTICLE IX - REPORTS AND /OR DELIVERABLES

- A. **Where to Submit** - In accordance with 43 *CFR Part 12.80 through 12.82*, the City will submit reports to the NPS Contracting Officer at the address specified in Article V. The City also will submit a copy of each report to the superintendent of the area at the address specified in Article V.
- B. **What and When to Submit** - The City will submit to the NPS the following reports at the specified times:
1. Financial Status Report - An SF-269, Financial Status Report, annually, prior to each anniversary date of this Agreement.
 2. Annual Performance Report - An annual performance report, beginning 12 months after the effective date of this Agreement, and every 12 months thereafter. Each annual performance report will include:
 - (a) A summary of overall progress on the work plan, including results to date;
 - (b) Any problems or favorable or unusual developments;
 - (c) Other information pertinent to this Agreement.
- C. **Record Keeping** - The City will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable OMB Circulars.
- D. **Access to Records**
1. The City will give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement.
 2. The NPS will give the City or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to the City under the *Freedom of Information Act*, 5 U.S.C. §552.

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ARTICLE X - PROPERTY UTILIZATION

- A. **City-Acquired Equipment** - The City will utilize, manage, and dispose of property funded by this Agreement as specified in 43 *CFR* §12.71 through 12.73. The specific method for disposition of city-acquired equipment will be agreed to by the City and the NPS prior to any disposition.
- B. **Property Records** - The City will maintain records of all property acquired and disposed of under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with 43 *CFR* §12.72 (d)(2).

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments.”
 - (b) *OMB Circular A-97*, “Provisions for Specialized and Technical Services to State and Local Governments.”
 - (c) *OMB Circular A-102*, as codified by 43 *CFR Part 12*, Subpart C, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”

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- (d) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”
 - (f) *43 CFR 12 Subpart D*, (Reserved).
 - (g) *43 CFR 12 Subpart E*, “Buy American Requirements for Assistance Programs.” (*43 CFR 12.2(b)*).
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI* of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V*, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

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4. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

B. Special Provisions

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

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ARTICLE XIII - ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

- A. City’s Work Plan and Budget.
- B. Form SF-424, “Application for Federal Assistance” (incorporated by reference).
- C. Form SF-424A, “Budget Information” (incorporated by reference).
- D. DI-2010.

ARTICLE XIV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

FOR THE CITY OF BROOKLYN

**FOR THE NATIONAL PARK
SERVICE**

Signature: _____

Signature: _____

Name: _____

Name: Theora McVay

Title: _____

Title: Contracting Officer

Date: _____

Date: _____

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

**Agreement Number H1253060002
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**Cooperative Agreement
between
The United States Department of the Interior
National Park Service, Great Basin National Park
Nevada Conservation Corps
and
Great Basin Institute**

This Agreement is entered into by and between the Nevada Conservation Corps (NCC), Great Basin Institute (Institute), and the United States of America, U.S. Department of the Interior, National Park Service (NPS), by and through the Superintendent, Great Basin National Park, (Park).

ARTICLE I – BACKGROUND AND OBJECTIVES

The NCC has been established by the State of Nevada as a federally-funded program governed and managed by the Institute for the purpose of employment and development of young people and the conservation and enhancement of the State’s natural and cultural resources.

The NPS wishes to continue their long-standing efforts to provide opportunities for public service youth employment, minority youth development and training, and the participation of young adults in accomplishing conservation-related work which clearly represents public benefit as exemplified through NPS support of programs such as the Youth Conservation Corps, the Young Adult Conservation Corps, state and local conservation corps, and the Student Conservation Association.

The involvement of youth and young adults in care and enhancement of public resources stimulates the public purpose of education, job training, development of responsible citizenship, and productive community involvement.

The NCC is uniquely qualified in programs related to resource conservation and is willing to develop a youth employment and training program with the assistance of the NPS.

The NPS and NCC desire to build upon the good record established by youth conservation corps of restoring and maintaining NPS resources in a cost-effective and efficient manner, especially when they have worked in partnership with the NPS. The NPS and NCC also wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations to enjoy the natural and cultural resources of the national park system.

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ARTICLE II - AUTHORITY

16 *U.S.C. §1g* provides that the NPS may enter cooperative agreements that involve the transfer of NPS-appropriated funds to non-profit organizations for the public purpose of carrying out NPS programs pursuant to 31 *U.S.C. 6305*;

The Public Lands Corps Act, 16 U.S.C. §1723 (c) authorizes the Secretary of the Interior to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects; and,

The NCC has the authority pursuant to *Nevada Statute 81.220* to enter into agreements providing for it to perform projects with federal agencies that are concerned with the objectives of the NCC.

ARTICLE III – STATEMENT OF WORK

A. NPS agrees to:

1. Provide financial assistance as provided for in Article VI.
2. Work with NCC in developing a program involving cooperative efforts in cultural and resource conservation related to projects such as trail development and maintenance, historic, cultural, and archeological conservation, and native plant habitat restoration and rehabilitation.
3. Perform all required environmental and cultural resource compliance work prior to permitting the NCC work crew to begin work on a project.
4. Provide logistical and facility support to NCC personnel. Participate with NCC in overall project management and monitoring, provide materials, transportation, and equipment as available and necessary to perform projects on lands managed by the Park.
5. Assign an appropriate NPS employee to monitor the ongoing work, to respond to questions about the nature and goals of the project, and act as an on-site liaison among the parties.
6. In collaboration with NCC, provide interpretation and education programs for the youth accomplishing projects on NPS lands to enhance the environmental awareness of participants.

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7. In conjunction with NCC, review and approve each phase of projects prior to the commencement of subsequent phases.
8. Complete NCC project-related forms in conjunction with project.

B. NCC agrees to:

1. Develop a youth conservation corps program of public benefit in cooperation with the NPS to expose young men and women to public service while furthering their understanding and appreciation of the Nation's natural and cultural resources.
2. Recruit and hire youth and young adults primarily from diverse racial and ethnic backgrounds, low- and moderate-income families, and those unemployed and/or out of school.
3. Work with NPS to ensure that corps members have opportunities for training in resource conservation and vocational skills including occupational safety.
4. Encourage corps members to participate in environmental education programs developed by the NPS for the NCC and for the public.
5. Provide a full-time on-site supervisor competent in the kind of work required to complete the identified project(s). The supervisor shall be responsible for supervising the participants, for controlling the method and manner of work, and for ensuring that the projects are undertaken and completed in a safe manner.
6. Provide transportation to and from the park, and other support for NCC crews.

C. NPS and NCC agree to:

1. Cooperate in the design and implementation of a program of conservation-related projects.
2. Utilize other agencies and organizations to assist with providing technical expertise for conservation projects undertaken.
3. Undertake pre-project and closeout briefings for each project.

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4. Provide educational programs about work projects and resource management at the Park to increase NCC corps members' knowledge of environmental problems, natural and cultural resources, and NPS stewardship of public lands and resources.

D. Institute agrees to:

Govern and manage NCC as a federally funded program.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and extend through August 31, 2009, unless terminated earlier in accordance with Article XI.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

- (a) **Local/Coordinating/Agreements Technical Representative**

Rebecca Mills, Superintendent
Great Basin National Park
Highway 488
Baker, Nevada 89311
E-mail: becky_mills@nps.gov
Telephone: (775) 234-xxxx
Facsimile: (775) 234-xxxx

- (b) **Signatory/Administrative/Contracting Officer**

Theresa A. Fisher, Contracting Officer
National Park Service
Pacific Great Basin Support Office
600 Harrison St., Suite 600
San Francisco, California 94107-1372
E-mail: theresa_fisher@nps.gov
Telephone: (415) 427-xxxx
Facsimile: (415) 427-xxxx

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2. For the NCC:

Jerry Kier, Program Manager
Nevada Conservation Corps
Mail stop 98 UNR
Reno, Nevada 89557-0031
E-mail: jerry_keir@ncc.com
Telephone: (775) 784-xxxx
Facsimile: (775) 784-xxxx

3. For the Institute:

Scott Slovic, President
Great Basin Institute
Mail stop 98 UNR
Reno, Nevada 89557-0031
E-mail: scott_slovic@gbi.com
Telephone: (775) 784-xxxx
Facsimile: (775) 784-xxxx

- B. Communications** - The NCC will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. Changes in Key Officials** - Neither the NPS nor the NCC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

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ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project.
- B. Requests for Reimbursement and Advance of Funds (SF-270) will be submitted to the NPS Contracting Officer. Payment will be made no more frequently than monthly and will be paid by Electronic Funds Transfer directly into NCC’s account.

Great Basin Institute
Mail stop 98 UNR
Reno, NV 89557-0031

- C. In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, according to the following schedule of not-to-exceed amounts:

FY 2005:	\$30,000
FY 2006:	\$30,000
FY 2007:	\$30,000
FY 2008:	\$30,000
FY 2009:	\$30,000

ARTICLE VII – PRIOR APPROVAL

The NCC shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 43 CFR §12.925.

**SAMPLE COOPERATIVE AGREEMENT
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ARTICLE VIII - LIABILITY

NCC agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, NCC shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by NCC, its officers, employees, or representatives [as in Paragraph 1].
- D. To provide workers' compensation protection to NCC officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the NCC, its agents, and employees.

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[If Cooperator occupies Government property, use the following:]

- F. In the event of damage to or destruction of the buildings and facilities assigned for the use of NCC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NCC, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by NCC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to NCC will constitute termination of this Agreement by the NPS.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities for which funds are advanced will be tracked and reported by submittal of SF-272, Federal Transaction Report and quarterly submittal of SF-269, Financial Status Report, as outlined in 43 *CFR* §12.952.
- B. NCC will provide an annual written evaluation of the program activity prior to October 15 of the following year, to the key officials identified in Article V above. The evaluation will include descriptive information of program activity, a summary of park unit participation, and recommendations for future program activity.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 43 *CFR* §12.953.

ARTICLE X – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by the park will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 *CFR* §12.933 through 12.935 apply to this Agreement.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page _____ of _____

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
 - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
 - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (d) *43 CFR Part 12, Subpart D*, (Reserved).
 - (e) *43 CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.” *FAR Clause 52.203-12, Paragraphs (a) and (b)*, “Limitation on Payments to Influence Certain Federal Transactions.”

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page _____ of _____

2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
4. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR §12.944* for Institutions of Higher Education; Hospitals and other Non-Profit Organizations, and 43 *CFR §12.76* for State and Local Governments.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page _____ of _____

B. Special Provisions

1. Public Information

- (a) The NCC will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the NCC represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the NCC or considers the NCC's work product to be superior to other products or services.
- (b) The NCC will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The NCC will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative who will forward such materials to the public affairs office, along with the request for approval.
- (d) The NCC agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002

Page _____ of _____

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII – ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

- A. NCC's Work Plan and Budget.
- B. Form SF-424, "Application for Federal Assistance" (incorporated by reference).
- C. Form SF-424A, "Budget Information" (incorporated by reference).
- D. DI-2010.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253060002
Page ____ of ____

ARTICLE XIV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NEVADA CONSERVATION
CORPS**

Jerry Kier, Program Director

Date

FOR THE GREAT BASIN INSTITUTE

Scott Slovic, President

Date

FOR THE NATIONAL PARK SERVICE

Rebecca Mills, Superintendent,
Great Basin National Park

Date

Theresa A. Fisher, Contracting Officer
Pacific Great Basin Support Office

Date

SAMPLE TASK AGREEMENT

Task Agreement Number 001
between
The United States Department of the Interior
National Park Service, Great Basin National Park
and the
Nevada Conservation Corps

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number H1253050002 was entered into by and between the Department of the Interior, National Park Service, Great Basin National Park, (NPS), the Nevada Conservation Corps (NCC), and Great Basin Institute (Institute), NCC's parent organization, for the involvement of local youth in the care and enhancement of public resources. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

ARTICLE II – STATEMENT OF WORK

- A. NCC agrees to:
1. Provide financial assistance as provided for in Article V.
 2. Coordinate a work schedule with NPS and provide an eight-member crew with two leaders experienced in the operation of hand tools and small power tools for the following trail reconstruction/rehabilitation projects:
 - (a) Alpine Lakes Loop Trail – reconstruct to park standards - hard surface using stone, native soil/gravel, etc.
 - (b) Bristlecone/Glacier Trail – reconstruct to park standards - hard surface using stone, native soil/gravel, etc. from Theresa Lake to the Bristlecone pine forest. Cairn mark trail to the rock glacier.
 - (c) Wheeler Peak Trail – rehabilitate/reconstruct to establish a cairn-marked unsurfaced trail.
 3. Provide all food, camping costs, support costs, and labor to accomplish services indicated in this statement of work.

SAMPLE TASK AGREEMENT

B. NPS agrees to:

Provide a project supervisor, materials, specialized tools, project vehicle, and related supplies.

ARTICLE III – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through June 30, 2006.

ARTICLE IV – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Rebecca Mills, Superintendent
 Agreements Technical Representative
 Great Basin National Park
 Highway 488
 Baker, Nevada 89311
 E-mail: becky_mills@nps.gov
 Telephone: (775) 234-xxxx
 Facsimile: (775) 234-xxxx

2. **For the NCC:**

Jerry Keir, Program Director
 Nevada Conservation Corps
 Mail stop 98 UNR
 Reno, Nevada 89557-0031
 E-mail: jerry_keir@ncc.com
 Telephone: (775) 784-xxxx
 Facsimile: (775) 784-xxxx

B. **Communications** - The NCC will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

SAMPLE TASK AGREEMENT

- C. **Changes in Key Officials** - Neither the NPS nor the NCC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE V – AWARD AND PAYMENT

- A. Financial Assistance: NPS will provide funding to NCC, through the Institute, an amount not to exceed \$21,603 for the work described in Article II commensurate with crew hours expended on the job.

Appropriation Data: The chargeable appropriation for this Task Agreement is:

\$15,000 against 8420-0005-M2T (Public Lands Corps Grant)

\$ 6,603 against 8420-9900 M2T (Fee Demo Project)

- B. NCC’s proposal entitled “Great Basin National Park Budget Summer 2004,” Attachment A, is incorporated herein.

ARTICLE VI – ATTACHMENTS

The following documents are attached and made a part of this Task Agreement:

- A. NCC’s proposal entitled “Great Basin National Park Budget Summer 2004,” one page.
B. “Location Map of Great Basin National Park,” one page.
C. “Wheeler Peak Trail Assessment,” five pages.

SAMPLE TASK AGREEMENT

ARTICLE VII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Task Agreement on the date(s) set forth below.

**FOR THE NEVADA CONSERVATION
CORPS**

Jerry Kier
Program Director

Date

FOR THE NATIONAL PARK SERVICE

Theresa A. Fisher
Contracting Officer

Date

******Articles in a task agreement will generally include only applicable information. Therefore, there may be as few as seven Articles, as shown in this sample, or the number necessary to make the task complete.**

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002
Page _____ of _____**

**Cooperative Agreement
between
The United States Department of the Interior
National Park Service
and
Johnson City Volunteer Fire Department**

IMPORTANT NOTE: THIS EXAMPLE IS NOT INTENDED TO REPLACE THE MEMORANDA OF AGREEMENT CURRENTLY IN PLACE USING THE RECIPROCAL FIRE ASSISTANCE AUTHORITY. THIS SAMPLE IS ONLY TO BE USED FOR PASSING FUNDS AND OR EQUIPMENT TO THE RURAL FIRE DEPARTMENTS UNDER THE NATIONAL FIRE PLAN.

This Cooperative Agreement (hereinafter Agreement) is made and entered into by the Department of the Interior, National Park Service (NPS) and the Johnson City Volunteer Fire Department, for the purpose of enhancing the fire protection capability of the Johnson City Volunteer Fire Department.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide assistance in training, equipment purchase, and prevention activities on a cost share basis. To increase firefighter safety, enhance the fire protection capabilities of rural fire departments, and enhance protection in the urban-wildland interface. To increase the coordination between local, State, and Federal firefighting resources.

The public will benefit by having reduced fire loss, the development of fire prevention programs, and the reduction of occurrence and intensity of wildland fire within the urban interface.

ARTICLE II – AUTHORITY

This Agreement is hereby entered into by authority of:

Title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001, Act of October 11, 2000, *Pub. L. No. 106-291, 114 Stat. 922, 1006-1010*, which appropriates money for fire suppression operations, burned areas rehabilitation, hazardous fuels reduction, and rural fire assistance and which sets forth provisions governing the money's use.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002
Page _____ of _____**

ARTICLE III – STATEMENT OF WORK

A. The Johnson City Volunteer Fire Department agrees to:

1. Training: Provide/attend wildland fire suppression training (includes costs of associated travel in accordance with Federal Travel Regulations). Assist in the planning and coordination of the wildland fire training course(s). Provide wildland fire training instructor. Provide wildland fire training materials and conference room facilities.
2. Equipment purchase: Work with the NPS to identify and purchase, with the funds obligated by this Agreement, wildland firefighting equipment. The purchased equipment may include fuses, hoses, adapters, nozzles, drip torches, tools, radios, engines, trucks, pumps and pump packages, and personal protective equipment.
3. The Johnson City Volunteer Fire Department agrees to meet a cost share at a minimum of 10 percent (which may include in-kind services or supplies).

B. The NPS agrees to:

1. Training: Assist in identifying training opportunities and developing training plans for rural firefighters. Provide instructor(s) for wildland training course(s). Provide wildland fire training materials and conference room facilities.
2. Equipment Purchase: NPS will purchase all equipment and/or facilitate the transfer within applicable regulations. (Hand receipt or transfer) Types of equipment may include, but are not limited to, trucks, engines, pumps, pump packages, tools, supplies, materials, office equipment, etc.

ARTICLE IV – TERM OF AGREEMENT

This Agreement shall become effective on the date of signature of the NPS Contracting Officer and shall remain in effect until September 30, 2006, unless terminated in accordance with the provisions of *43 CFR Subpart C, Section 12.84*. This Agreement may be renewed for subsequent fiscal years (not-to-exceed a total of five years), subject to the availability of Federal funding, by mutual written modification signed by both parties to this Agreement. Amendments to this Agreement may be proposed by either party and shall become effective upon approval by both parties.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

**Agreement Number H7350060002
Page _____ of _____**

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Signatory/Administrative/Contracting Officer

Marsha Wagner, Contracting Officer
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, Texas 78636
E-mail: marsha_wagner@nps.gov
Telephone: (830) 868-7128, Ext. 223
Facsimile: (830) 868-xxxx

Local/Coordinating

(a) Brian Carey, Agreements Technical Representative
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, Texas 78636
E-mail: brian_carey@nps.gov
Telephone: (830) 868-7128, Ext. 232
Facsimile: (830) 868-xxxx

(b) Kevin Carter, Project Inspector
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, Texas 78636
E-mail: kevin_carter@nps.gov
Telephone: (830) 868-7792
Facsimile: (830) 868-xxxx

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002
Page _____ of _____

2. For the Johnson City Volunteer Fire Department:

Signatory/Administrative

James Dildine, Fire Chief
Johnson City Volunteer Fire Department
Johnson City, Texas 78636
E-mail: johnsoncityfiredept@xxx.xxxx
Telephone: (830) 868-7111
Facsimile: (830) 868-xxxx

- B. **Communications** - The Johnson City Fire Department will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the Johnson City Fire Department may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

Chargeable Appropriation – The Chargeable appropriation for this Agreement is Account Number, in the amount of \$5,000, for the Johnson City Volunteer Fire Department. Nothing in this Agreement shall be construed as binding the National Park Service to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

ARTICLE VII – PRIOR APPROVAL

In accordance with *OMB Circular A-110 and 43 CFR Part 12*. (Note: If applicable, list items requiring verbal or written approval, if other than shown in regulations referenced above.)

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002
Page ____ of ____

ARTICLE VIII - LIABILITY

IMPORTANT NOTE: LIABILITY REQUIREMENTS FOR ALL FUNDING ASSOCIATED WITH THE NATIONAL FIRE PLAN SHOULD BE RESEARCHED BY YOUR RESPECTIVE SOLICITOR. LIABILITY PROVISIONS MAY BE DIFFERENT DEPENDING ON STATE STATUTES THAT GOVERN THE EXISTENCE OF THE RURAL FIRE DEPARTMENT.

The Johnson City Volunteer Fire Department agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To provide workers' compensation protection to the Johnson City Volunteer Fire Department officers, employees, and representatives.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the Johnson City Volunteer Fire Department, its officers, employees, or representatives.
- D. In the event of damage to or destruction of the buildings and facilities assigned for the use of the Johnson City Volunteer Fire Department in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Johnson City Volunteer Fire Department that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Johnson City Volunteer Fire Department, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Johnson City Volunteer Fire Department will constitute termination of this Agreement by the NPS.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002
Page _____ of _____

ARTICLE IX – REPORTS AND/OR DELIVERABLES

Submit one copy of an annual performance report to the National Park Service within ninety (90) days after the end of the fiscal year. The performance report must be prepared in accordance with *43 CFR, Subpart C, Section 12.80* and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns, and any other pertinent information.

ARTICLE X – PROPERTY UTILIZATION

Any NPS property used or other property acquired under this Agreement, including intangible property such as copyrights and patents shall be governed by the provisions of *43 CFR, Subpart C, Sections 12.71 through 12.74*.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Termination of this Agreement will be in accordance with *OMB Circular A-110 and 43 CFR Part 12*.

SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)

Agreement Number H7350060002

Page _____ of _____

Article XII – GENERAL AND SPECIAL PROVISIONS

IMPORTANT NOTE: APPLICABLE OMB CIRCULARS SHOULD BE USED. USE DEPENDS ON THE STATE STATUTE THAT AUTHORIZES THEM.

A. General Provisions

1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
 - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
 - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (d) 43 *CFR Part 12, Subpart D*, (Reserved).
 - (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
 - (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002

Page _____ of _____

3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

4. **Anti-Deficiency Act** - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002
Page _____ of _____

B. Special Provisions

Advertising and Endorsements

Johnson City Volunteer Fire Department must obtain prior NPS approval before releasing any public information that refers to the Department of the Interior, any bureau or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the NPS along with the request for approval.

- C. Certifications** – The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII – ATTACHMENTS

The following document is attached to and made a part of this Agreement:

Form SF-424, “Application for Federal Assistance.”

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350060002
Page _____ of _____

ARTICLE XIV– SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE JOHNSON CITY VOLUNTEER
FIRE DEPARTMENT**

FOR THE NATIONAL PARK SERVICE

Signature: _____

Signature: _____

Name: James Dildine

Name: Marsha L. Wagner

Title: Fire Chief
Johnson City Volunteer Fire
Department

Title: Contracting Officer
Lyndon B. Johnson N.H.P.

Date: _____

Date: _____

SAMPLE TASK AGREEMENT MODIFICATION

Modification Number 01 to
Task Agreement J8092050007
Cooperative Agreement Number _____
between
The United States Department of the Interior
National Park Service, Pacific West Regional Office
and
The Mount Diablo Interpretive Association

GENERAL

This Task Agreement is modified to [explain briefly what’s being changed and why].

MODIFICATION

1. ARTICLE III - STATEMENT OF WORK, is modified to add the following:
 7. [# as appropriate] [quote additional language]
 8. [# as appropriate] [quote additional language]
2. ARTICLE IV - TERM OF AGREEMENT, is modified to extend the completion date from “March 30, 2005” to “July 30, 2005.
3. ARTICLE V - KEY OFFICIALS, is modified to change the _____ from “Paul Doc” to the following:
 - [Name/Title]
 - [Address]
 - [Telephone #]
 - [Fax #]
 - [email address **without hyperlink**]

SAMPLE TASK AGREEMENT MODIFICATION

- 4. ARTICLE VI - AWARD AND PAYMENT, is modified:
 - A. In Paragraph C, by inserting “_____” after “_____.”
 - B. In Paragraph D, to delete the words “funds may be provided in subsequent fiscal years” after the words “subject to availability of funds.”
- 5. ARTICLE IX - REPORTS AND/OR DELIVERABLES, is modified to add the following reports:

[quote additional language, numbered appropriately]
- 6. All other provisions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this modification on the date(s) set forth below.

**FOR MOUNT DIABLO
INTERPRETATIVE ASSOCIATION**

FOR THE NATIONAL PARK SERVICE

XXXXXXXXXXXXXXXXXXXX
Executive Director

Theresa A. Fisher
Contracting Officer

Date

Date

GENERAL AND SPECIAL PROVISIONS

A. General Provisions

Choose only one set of OMB Circular provisions depending upon the type of partner:

1. For State and Local Governments, use the following:

OMB Circulars and Other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments.”
- (b) *OMB Circular A-97*, “Provisions for Specialized and Technical Services to State and Local Governments.”
- (c) *OMB Circular A-102*, as codified by *43 CFR Part 12, Subpart C*, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- (d) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
- (e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

2. For Nonprofit Organizations, use the following:

OMB Circulars and other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
- (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”

GENERAL AND SPECIAL PROVISIONS

- (d) 43 *CFR Part 12, Subpart D*, (Reserved).
- (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
- (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

3. **For Educational Institutions, use the following:**

OMB Circulars and Other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-21*, “Cost Principles for Educational Institutions.”
- (b) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
- (d) 43 *CFR Part 12, Subpart D*, (Reserved).
- (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
- (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

GENERAL AND SPECIAL PROVISIONS

4. Use the following provisions for all partners:

- (a) **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- (b) **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
- (c) **Anti-Deficiency Act** - 31 U.S.C. §1341 – Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

GENERAL AND SPECIAL PROVISIONS

- (d) **Minority Business Enterprise Development - Executive Order 12432 -**
It is the national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

5. **Choose the applicable liability provisions from the following:**

ARTICLE VIII in each agreement will be the liability provision. This ARTICLE will describe specific liability and insurance requirements. All non-governmental entities must provide insurance. State and local governments are exempted from the insurance requirement except to the extent that work under the agreement is performed by non-governmental contractors. The amounts of insurance coverage may be adjusted up or down to reflect the degree of risk involved with the individual agreement.

- (a) Use this liability clause with **state or local governmental partners:**

The [Partner] agrees:

- (1) To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- (2) To provide workers' compensation protection to the Partner] officers, employees, and representatives.
- (3) To pay the United States the full value for all damage to the lands or other property of the United States caused by the [Partner], its officers, employees, or representatives.

GENERAL AND SPECIAL PROVISIONS

- (4) That in the event of damage to or destruction of the buildings and facilities assigned for the use of the [Partner] in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the [Partner] that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the [Partner], the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the [Partner] will constitute termination of this Agreement by the NPS.
- (5) To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

[In the event the state or local government law prohibits the state or local government partner from indemnifying, use the following alternate language for this Paragraph (1).]

- (1) “To accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives, acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law.”
- (b) Use this liability clause with **non-profit, non-governmental partners**:

The [Partner] agrees:

- (1) To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

GENERAL AND SPECIAL PROVISIONS

- (2) To purchase and maintain throughout the term of this Agreement public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Partner] shall provide the NPS with confirmation of such insurance coverage.
- (3) To pay the United States the full value for all damage to the lands or other property of the United States caused by [Partner], its officers, employees, representatives [as in Paragraph (1)].
- (4) To provide workers' compensation protection to [Partner] officers, employees, and representative.
- (5) To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

[If Cooperator occupies Federal Government property, use the following:]

- (6) In the event of damage to or destruction of the buildings and facilities assigned for the use of [Partner] in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NCC that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by [Partner], the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to [Partner] will constitute termination of this Agreement by the NPS.

GENERAL AND SPECIAL PROVISIONS

****** As a general rule, the liability insurance coverage specified should be for one million dollars per person and three million dollars per incident. In some cases, the coverage amount may be less, depending on the risk factors involved.**

Consult your regional solicitor if questions exist regarding the amount of coverage. We do have leeway with respect to the amount of required liability insurance coverage. We should take into consideration the degree of risk and cost.

- B. **Special Provisions** - The following advertising and endorsement provisions may be used for cooperative agreements, and others may be added as needed. Choose the appropriate set of provisions.
1. **Public Information - Use these provisions only with partners *other than state and local governments*. (43 CFR §12.2(d) (2)).**
 - (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.
 - (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
 - (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
 - (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

GENERAL AND SPECIAL PROVISIONS

2. **Publications of Results of Studies - Use this provision with all agreements.**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights In Data – Use this provision in agreements where copyrightable material may be produced by the cooperator requiring the cooperator to grant a license to the NPS.**

Grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the cooperator, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

C. **Certifications** – The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

1. DI-2010, “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.”
2. SF-LLL, “Disclosure of Lobbying Activities.”

Important Note: SF-LLL is ONLY required for agreements over \$100,000 when a cooperator has lobbying activities to report.

GOVERNMENT PRINTING REGULATIONS

The Joint Committee on Printing controls all printing for Federal Government agencies. This applies to both procurement and assistance projects.

“Printing,” as defined in the Government Printing and Binding Regulations and in *Public Law 102-392*, does not include normal photocopying processes. However, the regulations require prior approval of any copying project exceeding 5,000 copies of any single page, or 25,000 total pages (a page is defined as one side of one page). All printing, regardless of cost, must be offered to the Government Printing Office, and waivers may be requested on a case-by-case basis to the appropriate Government Printing Office in your region.

A Note at *44 U.S.C. 501* codified several Public Laws which specifically addressed the use of appropriated funds for the procurement of printing and duplicating. The Note is reproduced below:

“Government Publications: Printing; GPO Procurement; Executive Branch Procurement of Certain Kinds of Printing: ‘Printing’ Defined

- (1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- (2) As used in this section, the term ‘printing’ includes the processes of composition, plate making, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.”

The Government Printing and Binding Regulations at Paragraph 36-1 prohibit using grantees as “prime or substantial sources of printing for the use of departments and agencies.” However, Paragraph 36-2 allows “The issuance of grants by any department or agency for the support of non-government publications, provided such grants were issued pursuant to an authorization of law and were not made primarily or substantially for the purpose of having material printed for use of any department or agency.”

Government Printing and Binding Regulations does not provide any definitions for either “governmental uses” or “non-governmental publications.” These terms are interpreted as basically consistent with the distinction between “acquisition” and “assistance” in the *Federal Grant and Cooperative Agreement Act of 1977*. Therefore, if the intent of the transaction is to acquire printing services for the benefit of the NPS or to fulfill a NPS mission requirement, the printing should be performed through the Government Printing Office unless other exemptions or waivers apply. (*Discuss this with your regional printing coordinator.*)

GOVERNMENT PRINTING REGULATIONS

If a publication is simply one element of an approved assistance proposal initiated by a non-federal applicant, then it should be considered a “non-governmental publication” exempt from the general prohibition. Program managers should support this exemption claim in all assistance awards involving publications by these actions:

- A. Emphasize in the statement of work in the agreement that the initiative for the publication originated from the applicant and not the NPS.
- B. Limit NPS involvement in the preparation of the publication to the supplying of incidental materials such as photographs and to general reviews for scientific accuracy and consistency with NPS policies. The publication will not be subject to “formal approvals” by the NPS.
- C. In no case will the NPS be a distributor of the publication. It is permissible to obtain a small number of free copies for record purposes and internal distribution. As a “rule of thumb,” these should not exceed 10 percent of the total copies printed. Available distribution lists also may be offered to the recipient for use, if needed, but large numbers of specific addresses should not be mandated by the NPS.
- D. Always include a specific requirement that the NPS will have the right to make copies for Federal Government purposes and to obtain, upon request, all of the masters needed to reproduce the publication. A clause substantially like the following is recommended:

“Federal Government Rights to Products Developed Under This Agreement.

The Federal Government reserves the right to reproduce and disseminate, for its own purposes, any product(s) resulting from this Agreement. These products may include, but are not limited to, leaflets, booklets, video recordings, slide presentations, or posters. The recipient agrees, for a period of not to exceed three years after the completion date of this Agreement, to provide to the Federal Government at its request and at no cost, camera-ready copy of any printed material produced under this Agreement.”

- E. To comply with congressional desire for acknowledgement of federal assistance in project activities, require that a statement similar to the following (adapted from one appearing in the Department of the Interior Acquisition Regulation) be added to publications financed with assistance funds:

“This publication was funded entirely/in part [choose one] by the U.S. Department of the Interior, National Park Service, under Agreement Number _____.”

DOCUMENTATION FOR USE OF A COOPERATIVE AGREEMENT

Cooperative Agreement or PR Number	
CFDA Number	

Type of funds to be used for this project (bold the type of funds) ONPS, NRC, Fee Demo, Fire, Donation, other (be specific _____).

1. What type of competition is appropriate?
2. Why was this cooperator selected?
3. Who are the parties to the agreement?
4. What is the purpose of the agreement?
5. What are the deliverables expected?
6. Explain the nature of the anticipated substantial involvement. What will NPS specifically do to carry out the project?
7. Why is the substantial involvement considered to be necessary?
8. Explain why the project or activity entails a relationship of assistance rather than a contract. How will the Cooperator benefit from this collaboration?
9. What is the public purpose of support or stimulation?
10. Which law or laws authorize granting of assistance for performance of this project or activity?
11. How was the determination made that the costs proposed are accurate and proper? Provide a breakdown of costs and rationale for determining they are acceptable.

Requested By:

Approved:

Key Official/ATR

Date

Contracting Officer

Date

* 11 is for non-competitive agreements only.

**SUBSTANTIAL INVOLVEMENT DOCUMENTATION
TASK AGREEMENT**

Task Agreement Number or PR Number _____

Type of funds to be used for this project (bold the type of funds) ONPS, NRC, Fee Demo, Fire, Donation, other (be specific _____).

1. Why was this cooperator selected?
2. Explain the nature of the anticipated substantial involvement? What will NPS specifically do to carry out the project?
3. Why is the substantial involvement considered to be necessary?
4. What are the deliverables expected?
5. What is the purpose of the agreement?
6. Explain why the project or activity entails a relationship of assistance rather than a contract. How will the Cooperator benefit from this collaboration?
7. How was the determination made that the costs proposed are accurate and proper? Provide a breakdown of costs and rationale for determining they are acceptable.

Approved:

Key Official/ATR

Date

Contracting Officer

Date

Note: This document is for NPS USE ONLY. It will not be attached to the task agreement or sent to the cooperator.

CONFLICT OF INTEREST AND CONFIDENTIALITY CERTIFICATE

To: _____
(Name of Contracting Officer)

I certify that I have no actual or potential conflicts of interest with respect to review of proposals. I further certify that I am not aware of any matter which might reduce my ability to participate in the proposal evaluation proceedings and activities associated with solicitation number/project in an objective and unbiased manner or which might place me in a position of conflict, real or apparent, between my responsibilities as an evaluator or advisor and other interests.

In making this certification, I have considered all my stocks, bonds, other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have or am actually considering an employment arrangement, submits a proposal or otherwise becomes involved in the subject project, I will notify the Contracting Officer, and thereafter, based on advice to do so from the servicing ethics counselor, I will agree to not participate further in any way (i.e., by rendering advice, making recommendations, scoring proposals, or otherwise in the particular subject matter or project).

I further certify that I will keep all information concerning this evaluation confidential.

(Signature of Evaluator, Office Symbol, and Date)

THIS CERTIFICATION CONTAINS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

FINANCIAL ASSISTANCE FILE INDEX
 [] Competed “C” [] Not competed “N”

Agreement Number:			
Project Title:			
Award Amount:			
TAB NO.	SECTION	CK IF INCL	
A – ORIGATION DOCUMENTS		C	N
A-1	Individual Agreement Plan (IAGP)		
A-2	Purchase Request with Independent Government Estimate		
A-3	Solicit/Non-Solicit Decision		
A-4	Documentation for Use of a Cooperative Agreement		
A-5	Draft Agreement and/or Statement of Work		
PRE-SOLICITATION DOCUMENTS			
A-6	Source List		
A-7	Evaluation Criteria		
A-8	Recipients Past Performance and Eligibility		
A-9	Solicitor Review Comments and Resolution		
A-10	Reviews/Approvals/Waivers		
A-11	Synopsis/Exception – <i>Grants.gov</i>		
A-12	Request for Proposals		
A-13	Pre-Proposal Conference		
A-14	Technical Evaluation Panel Appointment Letter		
A-15	Conflict of Interest and Confidentiality Certification		
A-16			
A-17	Miscellaneous		
B – POST-SOLICITATION DOCUMENTS		C	N
B-1	Abstract of Proposals		
B-2	Technical Evaluation		
B-3	Award Recommendation		
B-4	Records of Past Performance/Eligibility for Assist.		
B-5	Adequacy of Financial Mgmt System for Assistance		
B-6	List of Government-Furnished Property and rationale for providing it		
B-7	Adequacy of Property Mgmt System for Assistance		
B-8	Audit/Waiver		
B-9	Pre-Award Approvals/Waivers		
B-10	Unsuccessful Proposals		
B-11	Letter(s) to Unsuccessful Offerors		
B-12	Summary of Negotiations		
B-13	SF-424 a, b, c, d – Successful Offeror		
B-14	Overhead Rate Agreement and/or Support		
B-15	Central Contractor Registration (CCR)		
B-16	Reviews/Approvals/Waivers		
B-17	Solicitor Review Comments and Resolution		
B-18	Award Notice		
B-19	Miscellaneous Correspondence		

C – AWARD DOCUMENTS		
C-1	Financial Assistance Document	
C-2	DOI Certifications (DI-2010)	
C-3	Executed Modifications	
C-4	Award Notice	
C-5	FAADS (DI-1961)	
C-6	Distribution Record	
D – ADMINISTRATION		
D-1	Designation of Key Official/ATR	
D-2	Modification Documentation/PR/Statement of Work/Reviews/Approvals/Request for Extension of Service/Program Concurrence	
D-3	Distribution of Modifications	
D-4	Financial Reports	
D-5	Performance Reports	
D-6	Certificate of Insurance	
D-7	Annual/Semi-Annual Property Reviews	
D-8	Correspondence	
D-9	Task Agreement Log	
D-11	Miscellaneous	
E – PAYMENTS		
E-1	Receiving Report/ Invoices (SF-270)	
E-2	Invoice Payment Log	
E-3		
F – FINANCIAL DATA/CLOSEOUT		
F-1	Obligation Documents (SF26, OF347), FFS	
F-2	Closeout (Checklist from the Handbook)	
F-3	Reconciliation of Payments with AOC/FFS	
F-4		

Recipient:
Recipient Address:
Recipient Phone:
Recipient Fax:
Recipient E-mail Address:
Key Official/ATR:
Key Official/ATR Phone:
Key Official/ATR Fax:

Note: Task Agreements are filed in a separate file.

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

PRE-AWARD			
	YES	NO	COMMENTS
1. Do all agreements technical representatives (ATRs) responsible for initiating and administering cooperative agreements have a copy of the <i>National Park Service Agreements Handbook</i> ?			
2. Does the contracting officer and/or solicitor agree that this should be a cooperative agreement in lieu of a contract? Is solicitor review documented in the file?			
3. Will competitive procedures be followed in the award of this agreement? If action is non-competitive, is there adequate justification in the file, including the appropriate statutory authority to support the non-competitive action?			
4. Do all ATRs have access to 43 CFR 12, appropriate OMB Circulars, and other regulations, and understand their duties with regard to the cooperative agreement process?			
5. Do ATRs who will be administering the agreement have the required 24 hours of training?			
6. Is this agreement written in accordance with the handbook?			
7. Has an appropriate PR been received with certification from a program official that funds are available for the project?			
8. Have the recipient's past performance and eligibility for assistance been considered in the award process?			
9. Is the recipient's financial management system adequate to maintain required fiscal records?			
10. Are the recipient's requirements, if any, for government-furnished property addressed in the initial agreement?			

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

<i>PRE-AWARD continued</i>			
	YES	NO	COMMENTS
11. Is the recipient's property management system adequate to maintain required accountability records?			
12. Has the agreement been reviewed and approved by the solicitor's office? Is solicitor review documented in the file?			
13. Are agreement files accessible and do they contain all necessary documentation?			
14. Has notice of obligation been sent to AOC? (<i>Use Agreement Information Sheet, Attachment 4.14</i>).			
15.			
16.			
17.			

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

<i>POST-AWARD</i>			
	YES	NO	COMMENTS
1. Is federal involvement in funded projects supported and adequate assistance rendered to recipients?			
2. Do procedures exist for monitoring recipient performance?			
3. Are financial and performance report reviews accomplished by NPS ATRs and the contracting officer in a timely manner?			
4. Are outstanding advances of funds monitored to ensure funds are used in a timely manner?			
5. Are recipient vouchers reviewed by the ATRs and approved by the contracting officer in a timely manner?			
6. Do procedures exist for changing scope, duration, and/or budget of a cooperative agreement project?			
7. Does the agreement require semi-annual property inventories of Government-furnished property, when applicable?			
8.			
9.			
10.			
11.			

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

CLOSEOUT			
	YES	NO	COMMENTS
1. Is personal property purchased with federal funds disposed of in accordance with the terms of 43 CFR and appropriate OMB Circular?			
2. Have all final financial, performance, property reports, and deliverables been received and accepted within ninety (90) days following completion of the project or program funded by the agreement?			
3. Have timely audits been conducted in accordance with requirements of 43 CFR 12 and appropriate OMB Circulars?			
4. Has a closeout modification been completed if necessary?			
5. Has final payment been authorized?			
6. Has an evaluation of the cooperator's performance been prepared by the ATR for the official record?			
7. Retention Period - Records on all agreements and modifications must be kept for a minimum of six years and three months after final closeout of the agreement.			
8.			
9.			
10.			

STANDARD FORMS

The following forms are attached. The forms also can be downloaded in pdf format from the websites listed. (Headers and page numbers presently are not included, but will be included in the final version of this handbook.)

DI-1961, one page http://www.doi.gov/oirm/formsmgt/fm_forms.html
DI-2010, three pages

SF-269, two pages <http://www.whitehouse.gov/OMB/grants/index.html#forms>
SF-269A, two pages
SF-270, two pages
SF-271, two pages
SF-272, two pages
SF-272A, one page
SF-424, two pages
SF-424A, four pages
SF-424B, two pages
SF-424C, two pages
SF-424D, two pages
SF-LLL, four pages

AGREEMENT INFORMATION SHEET

Agreement Number: _____

Check One: New Agreement _____ Task Agreement _____ Modification _____

Project Title: _____

(Maximum 60 Characters)

Description of Deliverable (This block only needs to be filled out if a formal Agreement is not negotiated.) _____

Agreement Start Date: _____ Agreement End Date: _____

Cooperator Name, Address, Telephone Number, and E-Mail, including contact person: _____

BILLING INFORMATION FOR COOPERATOR TO BILL NPS

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____
(Check One) Annually _____ Other _____

Advance of Funds: Yes _____ No _____
Method of Billing: SF-270 _____ Bill For Collection _____

Taxpayer Identification Number (TIN): _____

Address to Send Bills: _____

(If Different from Above) _____

Contact Person, E-Mail, and Telephone Number _____

BILLING INFORMATION FOR NPS TO BILL RECIPIENT

Billings to be mailed by (Check One): AOC _____ Park _____ Region _____

References: _____ / _____

Their Account Number

Their Document Number

Reimbursable Amount Not to Exceed*: _____

*Advance payment is required.

Modification Amount: _____

Total Reimbursable Amount, including Modifications, Not To Exceed: _____

Amounts Above Include Overhead Charge of: _____

TO BE COMPLETED BY REGIONAL FINANCE OFFICE

Account Number: _____ Customer No: _____

Fund Code: _____ Activity Code: _____ BFY: _____

Account Number for Overhead Charges (If Different): _____

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND
NUMBER WITH INSTRUCTIONS**

Park or Region Point of Contact: _____

010	<p>Program Number and Title:</p> <p>Concise description of the program.</p>	
020	<p>Popular Name:</p> <p>If a popular name exists enter it here. Do not repeat the Program Title.</p>	
030	<p>Federal Agency:</p> <p>Administering Department or Agency.</p>	
040	<p>Authorization:</p> <p>Legal Authority upon which the program is based.</p>	
050	<p>Objectives:</p> <p>A brief accurate statement of what the program is intended to accomplish or the goals to which the program is directed.</p>	
060	<p>Types of Assistance:</p> <p>One or more of the 15 types of assistances provided.</p>	
070	<p>Use and Use Restriction:</p> <p>Describe how the assistance can potentially be used. List any specific restrictions placed upon the use of the assistance. Indicate if discretionary funds are available, along with the percentage of funds set aside for discretionary activities. If program has loans list the terms of the loan.</p>	
080	<p>Eligibility Requirements:</p> <p>In the following subsections, the subsequent questions should be answered concisely using one or more phrase.</p>	
081	<p>Applicant Eligibility:</p> <p>Who can apply to the Government and what criteria must the (applicant) satisfy?</p>	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND
NUMBER WITH INSTRUCTIONS**

082	Beneficiary Eligibility: Who will receive the ultimate benefits from the program.	
083	Credential / Documentation: What credentials or documentation is required prior to, or along with, a request or application for assistance? In other words, what must be provided, certified, or established?	
090	Application and Award Process:	
091	Preapplication Coordination: If a preapplication form is required, what are the name and number of the form? Is consultation or assistance available from the agency or elsewhere to aid in preparing the form? Is an informal preapplication conference needed or recommended?	
092	Application Procedure: What are the basic procedures required by the Federal agency in the application process. Begin at the lowest level and end with the Federal government.	
093	Award Procedure: Basic procedural steps for awarding assistance.	
094	Deadlines: What date(s) or between what dates must an application be received by the Federal agency.	
095	Range of Approval/Disapproval Time: In terms of days, what is the time required for the application or request to be approved or disapproved.	
096	Appeals: What appeal procedure and/or allowable rework time is available?	
097	Renewals: Are renewables or extensions available?	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND
NUMBER WITH INSTRUCTIONS**

100	<p>Assistance Considerations:</p> <p>In the following subsections, the subsequent questions should be answered concisely using one or more phrase. Enter "Not applicable" if appropriate.</p>	
101	<p>Formula and Matching Requirements:</p> <p>Cite the statutory and/or administrative rule of reference in the CFR.</p>	
102	<p>Length and Time Phasing of Assistance:</p> <p>What period of time is the assistance normally available? Is there a restriction on the time permitted to spend the money awarded?</p>	
110	<p>Post Assistance Requirements:</p> <p>In the following subsections, the subsequent questions should be answered concisely using one or more phrase. Enter "None" or "Not applicable" if appropriate.</p>	
111	<p>Reports:</p> <p>What progress, expenditure, cash reports and performance monitoring by the recipient are required by the Federal agency and during what intervals?</p>	
112	<p>Audits:</p> <p>Will audits be made to ensure that funds have been applied efficiently, economically and effectively?</p>	
113	<p>Records:</p> <p>Describe what records the Federal agency requires the recipient to maintain and the time periods.</p>	
120	<p>Financial Information:</p>	
121	<p>Account Identification:</p> <p>List the 11 digit budget account identification code(s) that funds the program.</p>	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND
NUMBER WITH INSTRUCTIONS**

122	<p>Obligations:</p> <p>The specific items of financial information required for each program are for three fiscal years (actual, budget, and fiscal).</p>	
123	<p>Range and Average of Financial Assistance:</p> <p>List a representative range (smallest to largest) of the amounts of financial assistance available.</p>	
130	<p>Program Accomplishments:</p> <p>Describe the program's accomplishments, outputs, results achieved and serviced rendered.</p>	
140	<p>Regulations, Guidelines Literature:</p> <p>List the reference to all official published information pertinent to the program.</p>	
150	<p>Information Contacts:</p>	
151	<p>Regional or Local Office:</p> <p>Identify the Federal, regional or local office(s) that may be contacted for detailed information concerning a program.</p>	
152	<p>Headquarters Office:</p> <p>List the names, addresses, commercial, FTS, FAX and TTY/TDD telephone numbers, and e-mail addresses of the administering office at the headquarters level.</p>	

**REQUEST FOR SUBMISSION OF CFDA PROGRAM LISTING AND
NUMBER WITH INSTRUCTIONS**

153	<p>Web Site Address:</p> <p>List of website addresses of the administering office at the headquarters level.</p>	
160	<p>Related Programs:</p> <p>The agency should determine whether the programs listed are closely related based first on program objective, and second on program use.</p>	
170	<p>Examples of Funded Projects:</p> <p>What are the different types of projects funded by the program in the past?</p>	
180	<p>Criteria for Selecting Proposals:</p> <p>What are the criteria used to judge proposals?</p>	
320	<p>Applicants:</p>	

For additional instructions please refer to the Catalog of Federal Domestic Assistance Reference Manual at: <http://www.doi.gov/pam/CFDAreferenceManual2005.html>

For a complete listing of current NPS *CFDA* programs and numbers please refer to: http://12.46.245.173/pls/portal30/CATALOG.BROWSE_SUBAGENCY_PROGRAM_RPT.SHOW?p_arg_names=agency_id&p_arg_values=509

CFDA AND FAADS LEADS, REGIONAL COORDINATORS AND BACK-UPS

Procurement and Contracting Side

Administrative Lead: JoAnne Grove, Harpers Ferry Center
Back-Up: Theora McVay, Midwest Regional Office

Alaska Leads		NCR Leads	
Germaine Graham	907-644-3521	Jackie Wood	202-619-6373
Joy Kucinski	907-644-3301	Tom McConnell	202-619-6366
Denver APC Leads		Northeast Leads	
		Mike Kennison	617-223-5491
DSC Leads		Beth Faudree	617-223-5095
Mike Fox	303-969-2118	Pacific West Leads	
Walter Schmidt	303-969-2122	Theresa Fisher	510-817-1331
HFC Leads		Jamie Sherrill	510-817-1337
Georgia Mason	304-535-6496	Southeast Leads	
JoAnne Grove	304-535-6236	Kathleen Batke	404-562-3163
Intermountain Leads		Gregg DeFelicibus	404-562-3163
Trish Fresquez-Hernandez	505-988-6122	WASO Leads	
Tom Forsyth	303-969-2796	Bruce Feirtag	303-987-6767
Midwest Leads		Cynthia Adonoo	202-354-1946
Theora McVay	402-661-1662		
Tonya Bradley	402-661-1656		

Grant Side

Administrative Grant Lead: Tawana Jackson - Heritage Preservation Services

Wayne Strum – Land and Water Conservation	202-354-6931
Melissa Leung – Land and Water Conservation	202-354-6922
Tawana Jackson–Heritage Preservation Services	202-354-2065

**FINANCIAL REPORTING REQUIREMENTS
OF OMB CIRCULARS A-110 AND A-102**

The following financial reporting requirements are set forth in OMB Circular A-110 and A-102:

- A. OMB Circular, A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- (a) The following forms or such other forms as may be approved by OMB are authorized for obtaining financial information from recipients:
- (1) **SF-269 or SF-269A, Financial Status Report.**
 - (i) Each Federal awarding agency shall require recipients to use the SF-269 or SF-269A to report the status of funds for all nonconstruction projects or programs. A Federal awarding agency may, however, have the option of not requiring the SF-269 or SF-269A when the SF-270, Request for Advance Reimbursement, or SF-272, Report of Federal Cash transactions, is determined to provide adequate information to meet its needs, except that a final SF-269 or SF-269A shall be required at the completion of the project when the SF-270 is used only for advances.
 - (ii) The Federal awarding agency shall prescribe whether the report shall be on a cash or accrual basis. If the Federal awarding agency requires accrual information and the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand.
 - (iii) The Federal awarding agency shall determine the frequency of the Financial Status Report for each project or program, considering the size and complexity of the particular project or program. However, the report shall not be required more frequently than quarterly or less frequently than annually. A final report shall be required at the completion of the agreement.
 - (iv) The Federal awarding agency shall require recipients to submit the SF-269 or SF-269A (an original and no more than two copies) no later than 30 days after the end of each specified reporting period for quarterly and semi-annually reports, and 90 calendar days for annual and final reports. Extensions of reporting due dates may be approved by the Federal awarding agency upon request of the recipient.
 - (2) **SF-272, Report of Federal Cash Transaction.**
 - (i) When funds are advanced to recipients the Federal awarding agency shall require each recipient to submit and SF-272 and, when necessary, its continuation sheet, SF-272A. The Federal awarding agency shall use this report to monitor cash advanced to recipients and to obtain disbursement information for each agreement with the recipients.

**FINANCIAL REPORTING REQUIREMENTS
OF OMB CIRCULARS A-110 AND A-102**

- (ii) Federal awarding agencies may require forecasts of Federal cash requirements in the “Remarks” section of the report.
 - (iii) When practical and deemed necessary, Federal awarding agencies may require recipients to report in the “Remarks” section the amount of cash advances received in excess of three days. Recipients shall provide short narrative explanations of actions taken to reduce the excess balances.
 - (iv) Recipients shall be required to submit not more than the original and two copies of the SF-272 15 calendar days following the end of each quarter. The Federal awarding agencies may require a monthly report from those recipients receiving advances totaling \$1 million or more per year.
 - (v) Federal awarding agencies may waive the requirement for submission of the SF-272 for any one of the following reasons: (1) When monthly advances do not exceed \$25,000 per recipient, provided that such advances are monitored through other forms contained in this section; (2) If, in the Federal awarding agency’s opinion, the recipient’s accounting controls are adequate to minimize excessive Federal advances; or, (3) When the electronic payment mechanisms provide adequate data.
- (b) When the Federal awarding agency needs additional information or more frequent reports, the following shall be observed:
- (1) When additional information is needed to comply with legislative requirements, Federal awarding agencies shall issue instructions to require recipients to submit such information under the “Remarks” section of the reports.
 - (2) When a Federal awarding agency determines that a recipient’s accounting system does not meet the standards in Section _____.21, additional pertinent information to further monitor awards may be obtained upon written notice to the recipient until such time as the system is brought up to standard. The Federal awarding agency, in obtaining this information, shall comply with report clearance requirements of 5 CFR part 1320.
 - (3) Federal awarding agencies are encouraged to shade out any line item on any report if not necessary.
 - (4) Federal awarding agencies may accept the identical information from the recipients in machine readable format or computer printouts or electronic outputs in lieu of prescribed formats.
 - (5) Federal awarding agencies may provide computer or electronic outputs to recipients when such expedites or contributes to the accuracy of reporting.

**FINANCIAL REPORTING REQUIREMENTS
OF OMB CIRCULARS A-110 AND A-102**

- B. OMB Circular, A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (a) **General**
- (1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:
 - (i) Submitting financial reports to Federal agencies, or
 - (ii) Requesting advances or reimbursements when letters of credit are not used.
 - (2) Grantees need not apply the forms prescribed in this section in dealing with their subgrantees. However, grantees shall not impose more burdensome requirements on subgrantees.
 - (3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extent required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB. Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decision making purposes.
 - (4) Grantees will not be required to submit more than the original and two copies of forms required under this part.
 - (5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.
 - (6) Federal agencies may waive any report required by this section if not needed.
 - (7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.
- (b) **Financial Status Report**
- (1) Form. Grantees will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all nonconstruction grants and for construction grants when required in accordance with the circular.
 - (2) Accounting basis. Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through and analysis of the documentation on hand.

**FINANCIAL REPORTING REQUIREMENTS
OF OMB CIRCULARS A-110 AND A-102**

- (3) Frequency. The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.
 - (4) Due date. When reports are required on a quarterly or semiannually basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.
- (c) **Federal Cash Transactions Report**
- (1) Form
 - (i) For grants paid by letter of credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.
 - (ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.
 - (2) Forecasts of Federal cash requirements. Forecasts of Federal cash requirements may be required in the “Remarks” section of the report.
 - (3) Cash in hand of subgrantees. When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days’ needs in the hands of their subgrantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.
 - (4) Frequency and due date. Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

**FINANCIAL REPORTING REQUIREMENTS
OF OMB CIRCULARS A-110 AND A-102**

- (d) **Request for advance or reimbursement**
- (1) Advance payments. Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for drawdowns under a letter of credit, electronic funds transfer or when Treasury check advance payments are made to the grantee automatically on a predetermined basis.)
 - (2) Reimbursements. Requests for reimbursements under nonconstruction grants will also be submitted on Standard Form 270, Request for Advance or Reimbursement requests under construction grants, see paragraph (e)(1) of this section.)
 - (3) The frequency for submitting payment requests is treated in §12.81 (b)(3)
- (e) **Outlay report and request for reimbursement for construction programs.**
- (1) Grants that support construction activities paid by reimbursement method.
 - (i) Requests for reimbursement under construction grants will be submitted on Standard Form 271, Outlay report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in §12.81 (d) instead of this form.
 - (ii) The frequency for submitting reimbursements is treated in §12.81 (b)(3).
 - (2) Grants that support construction activities paid by letter of credit, electronic transfer of funds or Treasury check advance.
 - (i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by §12.81 9b)(3) and (4).
 - (ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in §12.81 (d).
 - (iii) The federal agency may substitute the Financial Status Report specified in §12.81(b) for the Outlay Report and Request for Reimbursement for Construction Programs.
 - (3) Accounting basis. The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by §12.81 (b)(2).

**SAMPLE TASK AGREEMENT
(STUDENT CONSERVATION ASSOCIATION)**

Task Agreement J0001070001
Page _____ of _____

**Task Agreement
between
The Student Conservation Association
and
National Park Service**

TASK AGREEMENT NO.: J0001070001 **COOPERATIVE AGREEMENT NO.:** H0001020002 Modification 1539 **EFFECTIVE DATES:** 07/04/07 – 09/25/07

PROJECT TITLE: Conservation Associate for Natural Resources Office, Santa Monica Mountains National Recreation Area

FISCAL YEAR FUNDING: 2007 **ACCOUNT #** 8540-1016-729 (411C) **NOT-TO-EXCEED** \$8,676.00

SCOPE OF WORK: See following pages.

Unless otherwise provided herein, the terms and conditions of H0001020002 Modification 1539 apply to this Task Agreement.

STUDENT CONSERVATION ASSOCIATION

**NATIONAL PARK SERVICE
PACIFIC WEST REGIONAL OFFICE**

Robert B. Coates
Vice President for Program Development

Theresa A. Fisher
Contracting Officer

Date

Date

**SAMPLE TASK AGREEMENT
(STUDENT CONSERVATION ASSOCIATION)**

Task Agreement J0001070001
Page _____ of _____

Conservation Associate for Natural Resources Office, Santa Monica Mountains National Recreation Area

This Task Agreement is entered into by and between the Department of the Interior, National Park Service (NPS) and the Student Conservation Association (SCA) under the provisions of Cooperative Agreement H0001020001, Modification No. 1539. Unless otherwise specified herein, the terms and conditions of H0001020001, as modified by Modification No. 1539, shall apply to this Task Agreement.

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement H0001020001 was entered into for the placement of high school and college-aged individuals and other qualified persons who volunteer their services through SCA in exchange for training and educational experience in resource management and conservation programs.

The objective of this Task Agreement is to support and stimulate work and/or education and training opportunities for young adults through collaborative participation in [provide a brief description of the work and location, either name of park or a specific location within a park] A detailed description of the work and budget is included as Attachment A.

ARTICLE II – STATEMENT OF WORK

A. SCA agrees:

1. To assist with recruitment and selection of Tim Crosby (SKCNP21-2) as a Conservation Associate to participate in the work described in Attachment A and throughout this document.
2. To provide for transportation to and from [insert park name] and subsistence during the tour of duty.
3. To [insert anything else that's applicable to the project].

B. NPS agrees:

1. To provide financial assistance in accordance with Article V.
2. To provide general orientation to park operations and NPS mission.
3. To provide a NPS technical representative to be on-site with the SCA volunteer to assist with specifics of the project as needed.
4. To provide housing for the SCA volunteer.
5. To [insert anything else that's applicable to the project].

**SAMPLE TASK AGREEMENT
(STUDENT CONSERVATION ASSOCIATION)**

Task Agreement J0001070001

Page _____ of _____

C. Both parties agree:

That no change in financial assistance amount, term of project, SCA participant (including backfilling), or any other provision of this task agreement shall take place without the execution of a written modification documenting the change(s).

ARTICLE III – TERM OF PROJECT

This Task Agreement is effective July 4, 2007 and shall continue in full force and through September 25, 2007.

ARTICLE IV – KEY OFFICIALS

Personnel listed below are identified as key staff and considered essential to the projects being performed under this Task Agreement.

A. For the NPS:

Jane Doe
Agreements Technical Representative
Santa Monica Mountains National Recreation Area
401 West Hillcrest Drive
Thousand Oaks, California 91360
E-mail: jane_doe@nps.gov
Telephone: 805-370-XXXX
Facsimile: 805-370-XXXX

B. For the SCA:

Sarah Miller
Agreements Coordinator
Student Conservation Association
689 River Road
Charlestown, New Hampshire 03603
E-mail: sarah_miller@XXXXXXXXX
Telephone: 603-543-1700 x 134
Facsimile: 603-543-XXXX

**SAMPLE TASK AGREEMENT
(STUDENT CONSERVATION ASSOCIATION)**

Task Agreement J0001070001

Page _____ of _____

ARTICLE V – AWARD AND PAYMENT

- A. General: SCA shall engage in cooperative effort with the NPS in accordance with Article II, Statement of Work.
- B. Financial Assistance: NPS will provide financial assistance in an amount not-to-exceed \$xxxxxxxxxxxxx to the SCA on a reimbursable basis for the work project listed herein.
- C. Appropriation Data: The chargeable appropriation for this Task Agreement is XXXX-XXXX-XXX.
- D. Requests for Reimbursement
 - 1. Billings shall be submitted on SF270, Request for Advance or Reimbursement, in an original and one copy on a monthly basis to the following address:

National Park Service
Pacific West Regional Office
Attention Contracting Officer
1111 Jackson St., Suite 700
Oakland, CA 94607
 - 2. To constitute a proper billing, the request for reimbursement must include the Task Agreement Number, date of request, and an itemized description of costs incurred. Payment approvals shall be based upon meeting all provisions of this Task Agreement, including the following factors:
 - (a) Itemization of expenditures in accordance with the attached budget.
 - (b) Acceptance by the NPS of the work efforts and products described in Article II.

ARTICLE VI – ATTACHMENTS

Detailed description of work and budget

**SAMPLE TASK AGREEMENT
(STUDENT CONSERVATION ASSOCIATION)**

Task Agreement J0001070001

Page _____ of _____

Attachment A -- *This is a sample.*

SCA Request Information for 2007 Resource Management Projects

SCA/NPS Cooperative Agreement Number H0001020002

For 2007, Great Basin National Park Resource Management requests two SCAs as follows:

Period of Performance:

1: (Biological Water Survey Technician): 5/1-7/21

2: (Biological Water Survey Technician): 7/1-9/21

Scope of Work:

1 & 2: (Biological Water Survey Technician):

Collect water samples and conduct field water tests in a variety of terrain and conditions, contributing to a baseline water quality survey of the park, 70%; enter water quality data into database and maintain field equipment, 10%; sample caves for invertebrates including wild caves where moving in tight spaces is required, 10%; other duties including assisting with fish population surveys, habitat surveys, small mammal surveys, reptile surveys and beetle surveys, 10%. Training will include: Global Position System (GPS); water quality field equipment; map and compass; first aid; CPR; survival techniques. Valid driver's license required. The park will provide housing.

Cost:

1 & 2: (Biological Water Survey Technician): \$3395 each \$6,790

Direction: *NOTE: Never use the word "Supervision."*

1 & 2 will be directed by Gretchen Baker and paid out of account #8420-0701-NII, the Baseline water inventory account.

STUDENT CONSERVATION ASSOCIATION REGIONAL POINTS OF CONTACT

<p>Student Conservation Association Regional Points of Contact</p>

Alaska Region	
Joy Kucinski	907-644-3301
Intermountain Region	
Tammy Gallegos	505-988-6085
Midwest Region	
Ron Eilefson	605-574-3130
National Capital Region	
Tom McConnell	202-619-6366
Northeast Region	
Beth Faudree	617-223-5095
Pacific West Region	
Leo Guillory	415-561-4791
Southeast Region	
Cheryl Richardson	404-562-3163 x558

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

FINANCIAL STATUS REPORT
(Long Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. 0348-0039	Page of _____ pages
3. Recipient Organization (Name and complete address, including ZIP code)			
4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)
10. Transactions:	I Previously Reported	I This Period	III Cumulative
a. Total outlays			
b. Refunds, rebates, etc.			
c. Program income used in accordance with the deduction alternative			
d. Net outlays (Line a, less the sum of lines b and c)			
Recipient's share of net outlays, consisting of:			
e. Third party (in-kind) contributions			
f. Other Federal awards authorized to be used to match this award			
g. Program income used in accordance with the matching or cost sharing alternative			
h. All other recipient outlays not shown on lines e, f or g			
i. Total recipient share of net outlays (Sum of lines e, f, g and h)			
j. Federal share of net outlays (line d less line i)			
k. Total unliquidated obligations			
l. Recipient's share of unliquidated obligations			
m. Federal share of unliquidated obligations			
n. Total Federal share (sum of lines j and m)			
o. Total Federal funds authorized for this funding period			
p. Unobligated balance of Federal funds (Line o minus line n)			
Program income, consisting of:			
q. Disbursed program income shown on lines c and/or g above			
r. Disbursed program income using the addition alternative			
s. Undisbursed program income			
t. Total program income realized (Sum of lines q, r and s)			
11. Indirect Expense	a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed		
	b. Rate	c. Base	d. Total Amount
e. Federal Share			
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.			
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
Typed or Printed Name and Title		Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official		Date Report Submitted	

FINANCIAL STATUS REPORT

(Long Form)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0039), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award (e.g., how to calculate the Federal share, the permissible uses of program income, the value of in-kind contributions, etc.). You may also contact the Federal agency directly.

Item	Entry
1, 2 and 3. Self-explanatory.	10b. Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a.
4. Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.	10c. Enter the amount of program income that was used in accordance with the deduction alternative.
5. Space reserved for an account number or other identifying number assigned by the recipient.	Note: Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section.
6. Check yes only if this is the last report for the period shown in item 8.	10d. e, f, g, h, i and j. Self-explanatory.
7. Self-explanatory.	10k. Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.
8. Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."	Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.
9. Self-explanatory.	Do not include any amounts on line 10k that have been included on lines 10a and 10j.
10. The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report <i>in the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.	On the final report, line 10k must be zero.
10a. Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s.	10l. Self-explanatory.
For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.	10m. On the final report, line 10m must also be zero.
	10n. o, p, q, r, s and t. Self-explanatory.
	11a. Self-explanatory.
	11b. Enter the indirect cost rate in effect during the reporting period.
	11c. Enter the amount of the base against which the rate was applied.
	11d. Enter the total amount of indirect costs charged during the report period.
	11e. Enter the Federal share of the amount in 11d.
	Note: If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. 0348-0038	Page of pages
3. Recipient Organization (Name and complete address, including ZIP code)			
4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)
10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays			
b. Recipient share of outlays			
c. Federal share of outlays			
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share(Sum of lines c and f)			
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds(Line h minus line g)			
11. Indirect Expense	a. Type of Rate(Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed		
	b. Rate	c. Base	d. Total Amount
			e. Federal Share
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.			
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
Typed or Printed Name and Title		Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official		Date Report Submitted	

FINANCIAL STATUS REPORT

(Short Form)

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0038), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award. You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.		
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.		
5.	Space reserved for an account number or other identifying number assigned by the recipient.		
6.	Check <i>yes</i> only if this is the last report for the period shown in item 8.	10b.	Self-explanatory.
7.	Self-explanatory.	10c.	Self-explanatory.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."	10d.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded. Do not include any amounts on line 10d that have been included on lines 10a, b, or c. On the final report, line 10d must be zero.
9.	Self-explanatory.	10e.	f, g, h, h and i. Self-explanatory.
10.	The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in <i>the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.	11a.	Self-explanatory.
10a.	Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred,	11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004	PAGE _____ OF _____ PAGES
--------------------------------------	---------------------------

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
 FROM (month, day, year) _____ TO (month, day, year) _____

9. RECIPIENT ORGANIZATION

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

10. PAYEE (Where check is to be sent if different than item 9)

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <small>(As of date)</small>	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. Items 3, 4, 5, 8, 9, 10, 11s and 11v are self explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
1	Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project.	11j	Enter gross salaries and wages of employees of the recipient and payments to third party contractors directly engaged in performing demolition or removal of structures from developed land. All proceeds from the sale of salvage or the removal of structures should be credited to this account; thereby reflecting net amounts if required by the Federal agency.
2	Show whether amounts are computed on an accrued expenditure or cash disbursement basis.	11k	Enter those amounts associated with the actual construction of, addition to, or restoration of a facility. Also, include in this category, the amounts for project improvements such as sewers, streets, landscaping, and lighting.
6	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or FICE (institution) code if requested by the Federal agency.	11l	Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11m	Enter the amounts of all items not specifically mentioned above.
11	The purpose of vertical columns (a) through (c) is to provide space for separate cost breakdowns when a large project has been planned and budgeted by program, function or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. All amounts are reported on a cumulative basis.	11n	Enter the total cumulative amount to date which should be the sum of lines a through m.
11a	Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet.	11o	Enter the total amount of program income applied to the grant or contract agreement except income included on line j. Identify on a separate sheet of paper the sources and types of the income.
11b	Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.	11p	Enter the net cumulative amount to date which should be the amount shown on line n minus the amount on line o.
11c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.	11q	Enter the Federal share of the amount shown on line p.
11d	Enter basic fees for services of architectural engineers.	11r	Enter the amount of rehabilitation grant payments made to individuals when program legislation provides 100 percent payment by the Federal agency.
11e	Enter other architectural engineering services. Do not include any amounts shown on line d.	11t	Enter the total amount of Federal payments previously requested, if this form is used for requesting reimbursement.
11f	Enter inspection and audit fees of construction and related programs.	11u	Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines s and t. If different, explain on a separate sheet.
11g	Enter all amounts associated with the development of land where the primary purpose of the grant is land improvement. The amount pertaining to land development normally associated with major construction should be excluded from this category and entered on line k.	12a	To be completed by the official recipient official who is responsible for the operation of the program. The date should be the actual date the form is submitted to the Federal agency.
11h	Enter the dollar amounts used to provide relocation advisory assistance and net costs of replacement housing (last resort). Do not include amounts needed for relocation administrative expenses; these amounts should be included in amounts shown on line a.	12b	To be completed by the official representative who is certifying to the percent of project completion as provided for in the terms of the grant or agreement.
11i	Enter the amount of relocation payments made by the recipient to displaced persons, farms, business concerns, and nonprofit organizations.		

FEDERAL CASH TRANSACTIONS REPORT

(See instructions on the back. If report is for more than one grant or assistance agreement, attach completed Standard Form 272A.)

1. Federal sponsoring agency and organizational element to which this report is submitted

2. RECIPIENT ORGANIZATION

Name:

Number and Street:

City, State and ZIP Code:

4. Federal grant or other identification number

5. Recipient's account number or identifying number

6. Letter of credit number

7. Last payment voucher number

Give total number for this period

8. Payment Vouchers credited to your account

9. Treasury checks received (whether or not deposited)

10. PERIOD COVERED BY THIS REPORT

3. FEDERAL EMPLOYER IDENTIFICATION NO.

FROM (month, day, year)

TO (month, day, year)

11. STATUS OF FEDERAL CASH

(See specific instructions on the back)

a. Cash on hand beginning of reporting period

\$

b. Letter of credit withdrawals

c. Treasury check payments

d. Total receipts (Sum of lines b and c)

e. Total cash available (Sum of lines a and d)

f. Gross disbursements

g. Federal share of program income

h. Net disbursements (Line f minus line g)

i. Adjustments of prior periods

j. Cash on hand end of period

\$

12. THE AMOUNT SHOWN ON LINE 11j, ABOVE, REPRESENTS CASH REQUIREMENTS FOR THE ENSUING

Days

13. OTHER INFORMATION

a. Interest income

\$

b. Advances to subgrantees or subcontractors

\$

14. REMARKS (Attach additional sheets of plain paper, if more space is required)

15.

CERIFICATION

I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant or agreement.	AUTHORIZED	SIGNATURE	DATE REPORT SUBMITTED
	CERTIFYING OFFICIAL	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (Area Code, Number, Extension)

THIS SPACE FOR AGENCY USE

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 120 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0003), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
3	Enter Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or the FICE (institution) code.		benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs.
4	If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272A, Report of Federal Cash Transactions - Continued. Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency.	11g	Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement.
5	This space reserved for an account number or other identifying number that may be assigned by the recipient.	11i	Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required.
6	Enter the letter of credit number that applies to this report. If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank.	11j	Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i).
7	Enter the voucher number of the last letter-of-credit payment voucher (Form TUS 5401) that was credited to your account.	12	Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances.
11a	Enter the total amount of Federal cash on hand at the beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks.	13a	Enter the amount of interest earned on advances of Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States.
11b	Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period.	13b	Enter the amount of advance to secondary recipients included in item 11h.
11c	Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited.	14	In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required.
11f	Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors; the gross amount of direct salaries and wages, including the employee's share of		

FEDERAL CASH TRANSACTIONS REPORT		OMB APPROVAL No. 0348-0003	
CONTINUATION		1. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED	
<i>(This form is completed and attached to Standard Form 272 only when reporting more than one grant or assistance agreement.)</i>			
2. RECIPIENT ORGANIZATION <i>(Give name only as shown in item 2, SF-272)</i>		3. PERIOD COVERED BY THIS REPORT <i>(As shown on SF-272)</i>	
		FROM <i>(month, day, year)</i>	TO <i>(month, day, year)</i>
4. List information below for each grant or other agreement covered by this report. Use additional forms if more space is required.			
FEDERAL GRANT OR OTHER IDENTIFICATION NUMBER <i>(Show a subdivision by other identifying numbers if required by the Federal Sponsoring Agency)</i> <i>(a)</i>	RECIPIENT ACCOUNT NUMBER OR OTHER IDENTIFYING NUMBER <i>(b)</i>	FEDERAL SHARE OF NET DISBURSEMENTS	
		NET DISBURSEMENTS <i>(Gross disbursements less program income received)</i> FOR REPORTING PERIOD <i>(c)</i>	CUMULATIVE NET DISBURSEMENTS <i>(d)</i>
		\$	\$
5. TOTALS <i>(Should correspond with amounts shown on SF 272 as follows: column (c) the same as line 11h; column (d) the sum of lines 11h and 11i of the SF-272 and cumulative disbursements shown on last report. Attach explanation of any differences.)</i>		\$	\$

Public reporting burden for this collection of information is estimated to average 120 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0003), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
Address (give city, county, State, and zip code):		Name and telephone number of person to be contacted on matters involving this application (give area code)	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="text"/> <input type="text"/> - <input type="text"/>		7. TYPE OF APPLICANT: (enter appropriate letter in box) <input type="checkbox"/>	
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>		9. NAME OF FEDERAL AGENCY:	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): TITLE: _____		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant	b. Project
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:	
b. Applicant	\$.00	DATE _____	
c. State	\$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes," attach an explanation. <input type="checkbox"/> No	
g. TOTAL	\$.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative		b. Title	c. Telephone Number
d. Signature of Authorized Representative		e. Date Signed	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <i>only</i> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

-- "New" means a new assistance award.

-- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

-- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	(1)	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
		(2)	(3)	(4)	(5)	
a. Personnel	\$	\$	\$	\$	\$	\$
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)						
j. Indirect Charges						
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS		
8.	\$	\$	\$	\$	\$	
9.						
10.						
11.						
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	\$	
SECTION D - FORECASTED CASH NEEDS						
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
	\$	\$	\$	\$	\$	
13. Federal	\$	\$	\$	\$	\$	
14. Non-Federal						
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$	
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT						
(a) Grant Program	FUTURE FUNDING PERIODS (Years)					
	(b) First	(c) Second	(d) Third	(e) Fourth		
16.	\$	\$	\$	\$	\$	
17.						
18.						
19.						
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION						
21. Direct Charges:		22. Indirect Charges:				
23. Remarks:						

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	.00	\$.00
3. Relocation expenses and payments	\$.00	.00	\$.00
4. Architectural and engineering fees	\$.00	.00	\$.00
5. Other architectural and engineering fees	\$.00	.00	\$.00
6. Project inspection fees	\$.00	.00	\$.00
7. Site work	\$.00	.00	\$.00
8. Demolition and removal	\$.00	.00	\$.00
9. Construction	\$.00	.00	\$.00
10. Equipment	\$.00	.00	\$.00
11. Miscellaneous	\$.00	.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$.00	.00	\$.00
13. Contingencies	\$.00	.00	\$.00
14. SUBTOTAL	\$.00	.00	\$.00
15. Project (program) income	\$.00	.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$.00	.00	\$.00
FEDERAL FUNDING			

17. Federal assistance requested, calculate as follows:
 (Consult Federal agency for Federal percentage share.)
 Enter the resulting Federal share.

Enter eligible costs from line 16c Multiply X _____%

\$.00

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient. At the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriated classification of this report. If this is a follow-up report caused by material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal agency program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (SFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

CHAPTER 5: INTERAGENCY ACQUISITION AGREEMENTS

5.1 **Instrument Selection**

Interagency acquisition agreements are the proper instrument to use when establishing an agreement with a federal agency outside the DOI, as well as with other bureaus and offices within DOI. An interagency acquisition agreement involves the exchange of funds, property, goods, and/or services between federal agencies. Interagency acquisition agreements may be entered into under specific program legislation or under the Economy Act. The policies and procedures for entering into this type of agreement by the NPS are set forth in the Federal Acquisition Regulation, Subpart 17.5, and Department of the Interior Acquisition Regulation, Subpart 1417.5. (See http://www.acqnet.gov/far/current/html/Subpart%2017_5.html and <http://www.doi.gov/pam/1417-3.html> .)

In lieu of an interagency acquisition agreement, limited funds may be accepted via a reimbursable work agreement from another federal agency when the appropriation does not cross over fiscal years, and a detailed scope of work is not required. Agreements establishing mutual policies, objectives, and/or relationships between federal agencies are memoranda of understanding. (See *Chapter 7 of this handbook for memoranda of understanding guidance.*)

Interagency acquisition agreements should not be used to obtain off-the-shelf items such as maps from the U.S. Geological Survey or pamphlets and books from the Government Printing Office. For these purchases, the SmartPay purchase card, a purchase order, or other simplified procedures should be used to reduce time and expense.

1. **Legal Authority**

The Economy Act, 31 U.S.C. §1535(a), as amended, states that a federal agency may enter into agreements with other federal agencies for supplies or services, which that agency may be able to provide. It further states that supplies or services shall be obtained from commercial sources when available, unless it is less costly to procure from another federal agency, or unless the private sector cannot perform the work as conveniently as the federal agency. (See *Attachment 5.1 for the Economy Act in its entirety.*)

Other authorities may also be used, as appropriate. (See *Chapter 2.*)

2. **Determination and Findings Requirements**

If the Economy Act is used as an authority, the interagency acquisition agreement file must show that Economy Act considerations were addressed in accordance with Federal Acquisition Regulation, Subpart 17.5, before entering into the agreement. The program manager must provide to the contracting officer justification in terms of cost savings and efficiency before entering into interagency acquisition agreements using the Economy Act authority.

This justification should be prepared using the form entitled “Determination and Findings Requirement.” An example of a completed Determination and Findings Requirement (D&F) form is shown in Attachment 5.2 of this handbook. This form can be accessed on the Internet at <http://www.nps.gov/hfc/support/forms.htm>. The justification is required when NPS funds are to be obligated and must include information that makes it clear that an interagency acquisition agreement is less costly to the NPS than to procure the supplies or services in the commercial marketplace.

The contracting officer of the requesting agency will prepare and sign a D&F form using the facts contained in this justification. The justification and the signed D&F must be part of the interagency acquisition agreement file. (*See Attachment 5.3 for a sample Determination and Findings.*)

5.2 **Requirements for Initiating an Interagency Acquisition Agreement**

The following are necessary to initiate an interagency acquisition agreement:

1. **Funds** - Funds obligated by the NPS or any other federal agency under an interagency acquisition agreement under the Economy Act authority must in turn be obligated by the servicing agency during the same fiscal year in which the funds were appropriated. In addition, one-year funds or annual funds must be de-obligated at the end of the fiscal year if the servicing agency has not incurred obligations under the agreement (i.e., payroll costs). Conversely, no-year funds may be obligated at any time and carried over from year to year.

The “bona fide need rule” applies to interagency acquisition agreements as it applies to acquisitions. A fiscal year appropriation may be obligated only to meet a bona fide need arising in the same fiscal year for which the appropriation was made. It is not always essential that the work actually begin within that same fiscal year, but if it will not, the file should document that the need was clearly present at the time when the obligation is made. However, to obligate the funds, the agreement must be signed within the time period authorized by the appropriation to be charged.

Funds obligated for an interagency acquisition agreement may include a surcharge, which will be paid to the servicing agency, in addition to the services performed. Regional policies should be followed concerning this surcharge amount.

If work under an interagency acquisition agreement will be funded incrementally during succeeding fiscal years, it must be stated in the agreement that continuation of work will be contingent upon the availability of appropriated funds. A modification will then be executed to add additional funding under the original agreement.

2. **Purchase Request** - Submit a purchase request through Procurement Desktop to the contracting officer with a statement of work.
3. **Determination and Findings Requirement** - Submit this form with all required information when obligating funds under the authority of the Economy Act. (*See Attachment 5.2.*)

5.3 **Essential Elements of an Interagency Acquisition Agreement**

All interagency acquisition agreements must contain the following essential elements:

1. **Interagency Acquisition Agreement Number** - (including modification number, if applicable), in accordance with Appendix A of this handbook. The program office will generate a purchase request using the NPS document numbering system in Appendix A. The first letter of the number will be “R” for the purchase request. The second number will be your office’s four-digit organizational code, followed by two digits for the current fiscal year, and a four-digit sequential number.

When the agreement is finalized, the contracting officer will use this purchase request number and change the prefix to match the type of document negotiated (i.e., “F” for interagency acquisition agreement).

When the program office initiates a purchase request for a modification, the original purchase request number (i.e., R1101010099) will be used; however, the first digit of the sequential number will be dropped, and an alpha letter (i.e., “A”) added at the end (i.e., R110101099A). The alpha letter will indicate that it is a modification.

When the modification is finalized by the contracting office, a four-digit sequential number will be added to the end of the agreement number. The last digit will be the modification number (i.e., 0001, 0002, 0003).

2. **Legislative Authority** - Cite the legislative authority to use an interagency acquisition agreement.
3. **Statement of Work** - Responsibilities of each party, including reports and deliverables.
4. **Term of the Agreement** - The term of the agreement should not exceed five years unless justified in writing and reviewed by a solicitor. At the end of the five-year period if the requirement still exists, a new agreement should be initiated.
5. **Key Officials** - Include the name, address, telephone and facsimile numbers, and e-mail addresses for both the recipient and the NPS.
6. **Payment Terms** – The amount of funding to be transferred or received. An agency location code and accounting information.
7. **Termination Clause.**
8. **Attachments.**
9. **Signature and Dates** - Both parties must sign and date.
10. **Obligation** – Effective October 1, 2002, all interagency acquisition agreement obligations must be completed in Interior Department Electronic Acquisition System, Procurement Desktop (IDEAS-PD). You should also complete and attach the interagency acquisition agreement form (*Attachment 5.4*) to your IDEAS-PD document along with the statement of work. Instructions for use of IDEAS-PD for agreement obligations are contained in Appendices B and C.
11. **Receipt of Funds** – Effective October 1, 2002, the interagency agreement form in IDEAS-PD must be used when another agency is required to reimburse the NPS. The interagency agreement PD form should be awarded without an FFS link and clearly marked: “REIMBURSABLE AGREEMENT. DO NOT OBLIGATE.” The interagency acquisition agreement form (*Attachment 5.4*) should be attached to the PD version along with the statement of work. A copy of the agreement and the “Agreement Information Sheet” should be sent to the Accounting Operations Center only if unavailable electronically.

All of this information, with the exception of Numbers 3 and 8, should be contained on the interagency acquisition agreement form provided in Attachment 5.4

(See Attachment 5.4 for a sample interagency acquisition agreement.) Interagency acquisition agreements should be prepared using the handbook sample. It is suggested that the PD interagency acquisition agreement form be used for both obligating documents and when we are in receipt of funds. When we are in receipt of funds, an FFS link *is not* used. Each agreement must include all essential elements. Generally, this can be accomplished by using the one-page form provided and attaching a statement of work. Also include a background and objective statement if this is not included in the “Determinations and Findings Requirement” form. This form should be used until superseded by an equivalent form in Procurement Desktop. Instructions are provided. Program managers should develop a statement of work and provide any other information that should be emphasized regarding the terms and conditions of the agreement. Other agency documents or formats may be used when the NPS is the servicing agency.

5.4 **Approval Requirements**

Interagency acquisition agreements under \$500,000 with the Economy Act Determination and Findings must be reviewed and approved by a contracting officer. The warrant level of the contracting officer must be commensurate with the dollar value of the entire agreement.

Interagency acquisition agreements over \$500,000 with the Economy Act Determination and Findings must be reviewed by the contracting officer, the Office of the Solicitor, and then approved by the Chief, NPS Contracting Office, WASO.

5.5 **Legal Review**

Interagency acquisition agreements over \$500,000 with the Economy Act Determination and Findings require legal review. This is a Department of the Interior policy.

5.6 **Ratification**

Agreement actions taken by personnel without formally delegated agreement authority do not legally obligate the Federal Government for the expenditure of funds. An unauthorized agreement action may be ratified if it would have been otherwise proper if executed by a contracting officer. If an unauthorized action is otherwise improper, it cannot be ratified, and the person committing the unauthorized action may be personally liable.

Execution of otherwise proper agreements made by individuals without agreement authority, or by contracting officers in excess of the limits of their delegated authority, may be ratified later by a Level IV contracting officer with agreement authority. Actions in excess of \$500,000 must be approved by the Chief, NPS Contracting Office, WASO.

5.7 **Signature Requirements**

After review and approval of the interagency acquisition agreement with the Economy Act Determination and Findings, a contracting officer must sign all interagency acquisition agreements that obligate NPS funds. The warrant level of the contracting officer must be commensurate with the dollar value of the entire agreement. If the life of the agreement is five years, and the potential to exceed the contracting officer's warrant exists, the agreement should be signed by a higher-level contracting officer.

Interagency acquisition agreements or reimbursable work agreements that involve the receipt of funds by the NPS do not require the signature of the NPS contracting officer unless required by the other federal agency; however, contracting officers may sign at their discretion or at the request of the program office. Although the NPS contracting officer is not required to sign these documents, if any of the provisions of the agreement are non-standard or if moneys will be expended through another contract, it is recommended that a contracting officer be consulted. The person signing the agreement on behalf of NPS must be responsible for keeping records and balances on the agreement account. Copies of all interagency acquisition agreements, whether or not a contracting officer signs them, should be sent to the contracting office for record keeping.

5.8 **Postaward Administration**

Each interagency acquisition agreement should be administered in accordance with the awarded document. Guidance regarding modifications and closeout follow:

1. **Modifications**

Modifications can be issued for changes that fall within the original scope of work (i.e., delivery dates, change in quantity, annual funding, etc.). Changes to interagency acquisition agreements that are outside of the original statement of work must be treated as new actions. Attachment 5.5 includes a sample interagency acquisition agreement modification.

2. **Closeout**

Closeout of an agreement should occur when the NPS determines that all administrative actions and all required work have been completed by both parties. Agreement closeout is normally initiated by the program manager or agreements technical representative. Specific responsibilities are identified in Chapter 9.

3. **Retention Period**

Records on all agreements and modifications signed by a contracting officer must be retained for a minimum of six years and three months after final closeout of the agreement. Consultation with the Washington Administrative Program Center's Records Officer, (202) 354-1908, should occur after this period has expired or until a new Records Disposition Schedule is updated. The current Records Disposition Schedule is dated May 2003 and is still in the process of being revised. The May 2003 Disposition Schedule can be accessed at: <http://data2int.itc.nps.gov/wapc/records/nps19app-b.pdf>, under NPS-19, Appendix B (Rev. 5-03).

5.9 **Reporting Requirements**

If the agreement has Servicewide or regionwide impact, information pertaining to the agreement must be provided for inclusion in the Servicewide NPS acquisition website. This website address is included in Appendix E.

5.10. **Receipt of Funds by the National Park Service**

Interagency acquisition agreements and reimbursable work agreements receiving funds for an NPS contract must be received before the execution of the contract. Such funds will be entered into the accounting system through your budget office. The budget office then will certify that such funds are available for obligation.

5.11 **Receipt of Funds, Obligation, and Payments**

The Intragovernmental Payment and Collection System (IPAC) is the only method to receive or make payments under an interagency acquisition agreement.* If you are receiving money from another agency and have questions about the accounting or financial information, contact the Accounting Services Team in the Accounting Operations Center at (703) 487-9007. If money is to be paid under an interagency acquisition agreement and you have questions, call the Accounts Payable B Section at (703) 497-9453.

A fully executed copy of all interagency acquisition agreements that obligate funds are available to the Accounting Operations Center in Procurement Desktop.

* Under current regulatory and Departmental guidance, advance payment may be obtained from federal agencies. It should be noted, however, that effective January 1, 2003 under the new "Business Rules for Intragovernmental Exchange Transactions," the use of federal advances will be restricted to those agreements with a legal requirement to collect funds in advance.

ECONOMY ACT

31 U.S.C. 1535. Agency agreements

- (a) The head of an agency or major organizational unit within an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if--
 - (1) amounts are available;
 - (2) the head of the ordering agency or unit decides the order is in the best interest of the United States Government;
 - (3) the agency or unit to fill the order is able to provide or get by contract the ordered goods or services; and
 - (4) the head of the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.
- (b) Payment shall be made promptly by check on the written request of the agency or unit filling the order. Payment may be in advance or on providing the goods or services ordered and shall be for any part of the estimated or actual cost as determined by the agency or unit filling the order. A bill submitted or a request for payment is not subject to audit or certification in advance of payment. Proper adjustment of amounts paid in advance shall be made as agreed to by the heads of the agencies or units on the basis of the actual cost of goods or services provided.
- (c) A condition or limitation applicable to amounts for procurement of an agency or unit placing an order or making a contract under this section applies to the placing of the order or the making of the contract.
- (d) An order placed or agreement made under this section obligates an appropriation of the ordering agency or unit. The amount obligated is de-obligated to the extent that the agency or unit filling the order has not incurred obligations, before the end of the period of availability of the appropriation, in--
 - (1) providing goods or services; or
 - (2) making an authorized contract with another person to provide the requested goods or services.
- (e) This section does not--
 - (1) authorize orders to be placed for goods or services to be provided by convict labor; or
 - (2) affect other laws about working funds.

**SAMPLE
DETERMINATION AND FINDINGS REQUIREMENT**

1. **Explain why this Interagency Acquisition Agreement is in the best interest of the Government.**

The work requires specific expertise possessed by the Principal Investigator, who specializes in research on bats and other mammals, and has worked frequently in Southeast Utah Group (SEUG) parks and other parks of the Northern Colorado Plateau Network in the past. His publication record is extensive, and he is a recognized expert in the field. His past research and extensive knowledge of the Colorado Plateau and the parks there uniquely qualify him to perform this work in an efficient and cost-effective manner, and is in the best interest of the NPS.

2. **Explain why the supplies or services cannot be obtained as conveniently or economically by contracting with a private source.**

Choosing another source would negate the personal knowledge possessed by the Principal Investigator, and most elements of the project could not be successfully completed. Even marginal project completion would require extensive literature reviews as well as many weeks of orientation to the park of the Colorado Plateau and to their museum collections. This would add significantly to the cost of the project and would delay the final report by as much as one year.

3. **Explain the cost savings that the NPS will realize.**

The work proposed to be performed through an interagency acquisition agreement with the U.S. Geological Survey, Biological Resources Division, will result in cost savings and efficiency.

4. **If the servicing agency will contract for service or supplies, please check the following applicable statement(s):**

- (a) The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;
- (b) The servicing agency has capabilities or expertise to enter into a contract for such supplies or services which are not available within the requesting agency; or
- (c) The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.

Name: /s/ Bruce Rodgers
Program Manager

July 10, 2002
Date

**SAMPLE
DETERMINATION AND FINDINGS**

DETERMINATION AND FINDINGS

**Interagency Acquisition Agreement Number F1248060005
between
National Park Service
Intermountain Region
and
U.S. Geological Survey
Biological Resources Division**

FINDINGS

Based upon information provided by the Southeast Utah Group, National Park Service, in a justification dated July 10, 2002, I determine that:

1. Legal authority for the acquisition otherwise exists, and
2. The action does not conflict with any other agency's authority or responsibility.

DETERMINATION

In accordance with the *Federal Acquisition Regulation, Subpart 17.5*, I find that this Interagency Acquisition Agreement is appropriate.

/s/ Thomas J. Forsyth _____
Contracting Officer

July 13, 2006 _____
Date

SAMPLE INTERAGENCY ACQUISITION AGREEMENT

**UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
INTERAGENCY ACQUISITION AGREEMENT**

1. Fiscal Year 2002	2. IAA Number F1248006005	4. Type Original <input checked="" type="checkbox"/> Mod <input type="checkbox"/>	5. Modification No.
3. Other Agency Number			
6. This Agreement is entered into by National Park Service Southeast Utah Group 2282 W. West Resource Blvd. Moab, UT 84532		7. Amount of this transaction	\$13,000
		Previous amount	\$0
		8. Total amount	\$13,000
9. Name of Agency: Midcontinent Ecological Science Center U.S. Geological Survey, Biological Resources Division 4512 McMurry Avenue Fort Collins, CO 80525 DUN's # _____		10. Closeout date:	
		11. Under the authority of: <i>Economy Act</i> 31 U.S.C. § 1535 (a) <input checked="" type="checkbox"/> <i>Reciprocal Fire Act</i> 42 U.S.C. § 1856 (a) <input type="checkbox"/> Other (cite authority) _____ <input type="checkbox"/>	
12. Term of Agreement: Effective Date: 8/1/2006 Completion Date: 11/1/2006		13. <i>Economy Act</i> determination attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
14. Statement of Work: (see attached) To perform work as described herein for the agency named in item 9. <input type="checkbox"/> To have work performed for NPS by the agency named in item 9. <input checked="" type="checkbox"/>		15. Bureau Procurement Chief approval attached? (Required for actions \$500,000 and above.) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		PAYING AGENCY	
		BILLING AGENCY	
16. Agency location code	16a.	16b.	
17. Treasury appropriation symbol	17a. 1344-1001-NII	17b.	
18. Period of fund availability	18a.	18b.	
19. Account Number	19a.	19b.	
20. Procurement document number	20a.	20b.	
21. Name of ATR	21a. Lori Betts	21b. Cindy Seebohm	
22. ATR's telephone number	22a. 435-719-2112	22b. 970-226-9426	
23. Billing method: IPAC <input checked="" type="checkbox"/> Point of Contact for IPAC Name: _____ Telephone: _____			
24. Billing frequency: Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (identify) _____ <input type="checkbox"/>			
25. Billings through IPAC must always specify the NPS Interagency Acquisition Agreement Number and Account Number(s).			
Execution of this Agreement constitutes an obligation against the requesting agency, and authority for the servicing agency to proceed with the work and services to be performed. Nothing contained herein will be construed as binding the paying agency to expend in any one fiscal year sums in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year. This Interagency Acquisition Agreement may be modified at any time during the Agreement period by written Agreement between the parties and may be terminated by either party after thirty (30) days written notice.			
26a. Approved for the National Park Service, by:		Typed Name and Title: Thomas J. Forsyth, Contracting Officer	
_____ Telephone and e-mail: (303) 969-2796, tom_forsyth@nps.gov			
(Signature and Date)			
26b. Approved for U.S. Geological Survey by:		Typed Name and Title: _____	
_____ Telephone and e-mail: _____			
(Signature and Date)			

SAMPLE INTERAGENCY ACQUISITION AGREEMENT

INSTRUCTIONS FOR INTERAGENCY ACQUISITION AGREEMENT FORM

The following information should be used to complete the corresponding blocks on the face of this form.

1. Enter the current four-digit fiscal year.
2. Enter the NPS document number.
3. Enter the other agency's document number.
4. Check "Original" if first submission, "Mod" if modification to existing agreement.
5. Enter the sequential modification number, if applicable.
6. Enter the NPS park or office name, city and state.
7. Enter the amount of this transaction including all direct and indirect costs required to provide the service. If this is a modification, enter the previous aggregate amount.
8. Enter the sum of blocks 7 and 8.
9. Enter the name and location of the other agency.
10. Enter the closeout date for the agreement.
11. Enter the legal authority under which this agreement is made.
12. Enter term of agreement.
13. Pursuant to the FAR 17.503, an *Economy Act* determination is required by the requesting agency and approved by requesting agency's Contracting Officer. The determination will state that the supply or service being provided by the other agency cannot be obtained as economically or conveniently by contracting directly with a private source and is in the best interest of the Government.
14. Describe the work to be performed and attach statement of work. Check applicable box.
15. Approval by the Bureau Procurement Chief (BPC) is required for actions of \$500,000 and above.
16. Enter the 8-digit agency location code (ALC) for both agencies. The NPS ALC is 14-10-0099. Obtain other agency ALC from that agency's finance office.
17. Enter the Treasury appropriation symbol for the funds that will be used to pay for and/or reimburse the work for each agency. Work with your budget office to obtain this information.
18. Enter the period of fund availability of the designated funds. NOTE: The period of availability of funds transferred pursuant to an *Economy Act* agreement may not exceed the period of availability of the source appropriation.
19. Enter the account/cost structure for each agency used to pay for and/or reimburse the work.
20. Enter the procurement/document of the billing agency, if applicable.
21. Enter the name of the contact person for each agency.
22. Enter the telephone number of the contact person.
23. Intragovernmental Payment and Collection System (IPAC) is the billing method. The NPS Interagency Agreement number and account number is required to make payment.
24. Enter the requested billing frequency.
25. Add Agreement Number and Account Number(s).
26. To be signed by authorized officials for both agencies. Enter typed name, title, and date of signatures for each approving official.

SUBMITTAL

For Interagency Acquisition Agreements under the *Economy Act*, submit this form to the appropriate acquisition office where the Interagency Acquisition Agreement number will be assigned, if needed, and where the *Economy Act* determination will be made. The program office should provide supporting information to assist with the *Economy Act* determination. After signature by both parties, a fully executed copy will be returned to the acquisition office for record-keeping purposes.

This form may be used to supplement another agency's document when the other agency is the requesting agency.

SAMPLE INTERAGENCY ACQUISITION AGREEMENT

Agreement Number F1248060005

Page 1 of 4

STATEMENT OF WORK

A. The USGS agrees to:

1. Complete the work outlined in the attached Scope of Work, Appendix 1.
2. Maintain frequent contact with the NPS agreements technical representative throughout the duration of this project.
3. Notify the NPS agreements technical representative within 15 working days of any deliverable due date, of problems or delays in meeting the due date.

B. The NPS agrees to:

1. Provide \$13,000 in payment for completion of work outlined in the attached Scope of Work, Appendix 1, and delivery of satisfactory final products.
2. Consult with the principal investigator on work progress, and provide information support as needed.
3. Provide timely review of the draft final products and other deliverables.
4. Provide copies of existing mammal species lists for park units of the Northern Colorado Plateau Network.

SAMPLE INTERAGENCY ACQUISITION AGREEMENT

Agreement Number F1248060005

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APPENDIX 1
SCOPE OF WORK**Task Number 1 - Assist with the development of a biological inventory study plan for the National Park Service, Northern Colorado Plateau Network (NCPN), by completing the following work:**

- A. Provide complete bibliographic citations for all mammal work (and amphibians and reptiles where appropriate) conducted by the principal investigator in Northern Colorado Plateau Network parks. These references need to be cross-referenced with the individual park species list described in task number two below.
- B. Summarize in a descriptive, narrative format, the history of mammal studies conducted by the principal investigator in Arches National Park (ARCH), Bryce Canyon National Park (BRCA), Canyonlands National Park (CANY), Capitol Reef National Park (CARE), Dinosaur National Monument (DINO), Natural Bridges National Monument (NABR), Pipe Springs National Monument (PISP) and Zion National Park (ZION). Please cite references (included in A above) as appropriate. This information will be used in the overview of past inventory work for each park.
- C. Assist the NCPN Inventory & Monitoring Coordinator in completing metadata for mammal inventory and monitoring data sets in the network. It is expected that the principal investigator would primarily provide information as verbal input to NPS, to help fill information gaps.
- D. Provide general input/comment on overview sections of the study plan. This would include providing general thoughts on 'big picture' sampling design and methods, stratification considerations, data and voucher management, and other information that would strengthen the overall study plan as determined by mutual Agreement.
- E. Draft individual mammal project statements for the priority mammal projects listed in the attached Table A as described below:

Detailed Project Statements – The principal investigator will prepare detailed project statements (two to three pages each) to cover the 10 general inventory projects identified in Table A. These project statements will include the following sections, as described in the 6/27/00 memo from S. Fancy entitled, 'Additional Guidance on Writing Biological Study Plans.'

Project Title	Budget
Problem Statement/Background	Schedule
Objectives	Products
Methods	Resumes
Coordination and Logistics	

SAMPLE INTERAGENCY ACQUISITION AGREEMENT

Agreement Number F1248060005

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The principal investigator should also consult the September 1999 Guidelines for Biological Inventory document for further guidance on development of study methods. If habitat stratification is required for mammal studies, the principal investigator will consult with the NCPN I&M Coordinator to ensure uniformity in stratification units with other taxonomic groups. National direction for the inventory program emphasizes the use of GIS. Therefore the individual project statements should address what types of spatial analysis will be utilized to produce distribution maps, etc.

General Project Statements: Project statements will also be prepared for the lower priority distribution and abundance inventory projects (Table A). These project statements will be more general with much less detail (up to one page in length). The guidelines state that “in all cases details on the sampling framework, stratification, how many times samples will be collected, data management, budget, schedule, and products should be included in the project statement.”

The above described inventory study plan items are to be submitted in an Microsoft Word97 format by August 15, 2002.

Task Number 2 - Develop a master mammal species lists for each of the following 15 National Park Service Units within the Northern Colorado Plateau (NCP) Network.

ARCH	Arches National Park	DINO	Dinosaur NMON
BLCA	Black Canyon of the Gunnison NP	FOBU	Fossil Butte NMON
BRCA	Bryce Canyon NP	GOSP	Golden Spike NHS
CANY	Canyonlands NP	HOVE	Hovenweep NMON
CARE	Capitol Reef NP	NABR	Natural Bridges NMON
CEBR	Cedar Breaks NMON	PISP	Pipe Springs NMON
COLM	Colorado NMON	TICA	Timpanogos Cave NMON
CURE	Curecanti NRA	ZION	Zion NP

The master species list will be produced in an Excel spreadsheet or Access database as mutually agreed to by the parties and will consist of all mammal species known to occur within each National Park unit and additional data as outlined below. Individual database files will be provided for each National Park unit with the data for each species entered. Data fields referred to, are those defined in the NPS Species Database Dictionary.

SAMPLE INTERAGENCY ACQUISITION AGREEMENT

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Park Name/Code
 Scientific Name
 Common Name
 Taxonomic Serial Number
 Park Status
 Park Status Details (optional)
 Abundance
 Residency
 Nativity
 Data Source (optional)
 Reference Observation (Include reference to principal investigator or other study reports, publications, or observations to document species occurrence within a park.)

For parks where the principal investigator has conducted work (primarily ARCH, BRCA, CANY, CARE, DINO, NABR, and ZION), voucher specimen information from the U.S. Geological Survey collection in the Museum of Southwestern Biology will be provided. As available, one appropriate voucher for each taxon within a park will be chosen for inclusion and the following information provided:

Latin Name (on collection label, may be different from currently accepted name)
 Date of Collection
 Collector Name
 Collector (Field) Number
 Elevation (ft or m)
 Specimen Catalog Number (from USGS collection)
 Specimen Location (museum deposition)
 Location Description (Collecting locality information taken from the specimen tag.)

Geographic reference will be included in individual fields when that information is available from the Museum of Southwestern Biology specimen database.

A draft version of the electronic data and species lists will be provided to the National Park Service by August 27th. In addition to the electronic data, please submit the individual park species lists in hard copy format. These lists should indicate which species are known to occur in the park and which species are suspected to occur in the park. These lists will be reviewed by National Park Service staff. Following this review, the principal investigator will make necessary revisions to the final data set by October 1, 2002.

INTERAGENCY ACQUISITION AGREEMENT
MODIFICATION
OR
TASK AGREEMENT

Agreement Number F1248060005/0001
Page 2 of 2

The Interagency Acquisition Agreement is modified as follows:

Add the following task to the Statement of Work:

Task Number 3 - Develop a reptile species list for the same 15 National Park Service Units within the Northern Colorado Plateau (NCP) Network as set forth in the initial Interagency Acquisition Agreement, Task Number 2.

CHAPTER 6: COOPERATIVE MANAGEMENT AGREEMENTS

Policy guidance on the use of cooperative management agreements for the acquisition or provision of supplies and services between the NPS and a state or local government agency, as authorized by Section 802 of the National Park Omnibus Management Act of 1998, 16 U.S.C. 1a-2(1), is being developed and will be inserted here when it is complete.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

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Cooperative Management Agreement
among the
National Park Service
and
California Department of Parks and Recreation
and
Santa Monica Mountains Conservancy
and
Mountains Recreation and Conservation Authority
for
The Cooperative Management of
The Santa Monica Mountains National Recreation Area

This Cooperative Management Agreement is entered into by and between the State of California, acting through the California Department of Parks and Recreation (“CDPR”), the Santa Monica Mountains Conservancy (“SMMC”), the Mountains Recreation and Conservation Authority (“MRCA”), and the United States of America, acting through the National Park Service (“NPS”).

ARTICLE I – BACKGROUND AND OBJECTIVES

The California Coordinating Committee on Operational Efficiencies (“Committee”), in a 1993 report representing the combined recommendations of the CDPR and the NPS, concluded that the Malibu Coast Parks located within the congressionally authorized boundary of the Santa Monica Mountains National Recreation Area (“Cooperative Zone”) should be managed by the CDPR and the NPS in a cooperative manner under a Cooperative Management Agreement.

That Committee further concluded the CDPR and the NPS should seek participation from the SMMC in the cooperative management of the Cooperative Zone.

The Committee also concluded such cooperation would allow the identification, development, and implementation of operational efficiencies resulting in enhanced protection of park resources and improved service to the public.

The SMMC has entered into a reciprocal management agreement with the MRCA, a joint powers agency of the SMMC and the Conejo and Rancho Simi Recreation and Park Districts, for the operation of parkland owned or administered by the SMMC.

The CDPR, the NPS, the SMMC, and the MRCA similarly conclude that the commitment of their respective resources within the Cooperative Zone can enhance the common protection of all park resources, as well as the appropriate enjoyment and appreciation of the same by the public.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

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The CDPR, the NPS, the SMMC, and the MRCA would benefit by greater efficiency and cost savings derived from cooperative operating procedures and practices, as well as standardized signs and rules, and thereby promote less confusion and improved cooperation among park users.

The CDPR, the NPS, the SMMC, and the MRCA believe that whenever possible, further efficiency, greater consistency and more effectiveness can be derived from planning throughout the Cooperative Zone that is cooperatively produced, reviewed and approved.

The CDPR, the NPS, the SMMC, and the MRCA desire to enter into an agreement to provide for cooperative management of all CDPR, NPS, SMMC, and MRCA lands within the Cooperative Zone in order to obtain such benefits.

ARTICLE II – AUTHORITY

Pursuant to Section 5080.30 of the Public Resources Code of the State of California, CDPR may enter into agreements with agencies of the United States for the care, maintenance, administration and control of lands under the jurisdiction of the CDPR by any party of the agreement for the purposes of the State Park System.

Pursuant to 16 U.S.C. §1a-2(i), the NPS is authorized to cooperate with State and local park agencies for the more effective and efficient management of adjacent park areas, so long as the administrative responsibilities for any unit of the National Park System are not transferred.

Pursuant to 16 U.S.C. §1a-6, the NPS is authorized to render emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the NPS.

ARTICLE III – STATEMENT OF WORK

A. All parties shall:

1. Commit the respective resources, staff, equipment, and facilities assigned to the Cooperative Zone to the common protection of all resources contained within the Cooperative Zone, as well as for the appropriate enjoyment and appreciation of the same by the public, without regard to governmental ownership.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

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2. Designate a staff liaison for purposes of discussing and resolving coordination matters. Agency heads will resolve substantive issues, including issues not resolved at the liaison level. Liaisons will meet on a quarterly basis to discuss and resolve coordination matters.
3. Seek to attain cooperative operating procedures and practices that result in efficiencies and cost savings. Revenues shall be maintained in each agency's operation and it is the parties' intent that savings accruing therefrom shall be utilized for the enhanced protection of Cooperative Zone resources and service to Cooperative Zone visitors by each agency at their discretion.
4. Develop and employ, to the extent practicable, operating procedures and standards to ensure joint accomplishments of Cooperative Zone activities, which may include but not be limited to: visitor protection and public safety, fire management, administration, public information, interpretation and publications, resource management, maintenance, design and construction, planning, signing, and the development of policies.
5. Work cooperatively to prepare an annual work plan that identifies common projects resulting in interagency cost efficiencies.
6. Produce, review, and approve Cooperative Zone plans by cooperative means, to the extent practicable. Existing plans will serve as current direction, pending their revision or replacement. The agencies shall cooperatively review non-Cooperative Zone plans that affect Cooperative Zone interests. NPS, CDPR, SMMC, and MRCA shall work toward the completion of a new General Management Plan that will provide a common management framework for the Cooperative Zone. NPS, CDPR, SMMC, and MRCA shall work cooperatively to implement the Land Protection Plan for the Santa Monica Mountains National Recreation Area. NPS, CDPR, SMMC, and MRCA shall work toward the development of a Trail Management Plan to provide uniform standards and guidelines for managing trails in the Cooperative Zone.
7. Exchange operational responsibilities for parklands within the Cooperative Zone when the parties of ownership and responsibility agree such exchange will result in more cost-effective management and/or enhanced public services. Said exchanges shall be stipulated in modifications to this Agreement.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

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B. The NPS shall:

1. With respect to FRANKLIN CANYON:
 - (a) Sign day-to-day operation of NPS property (except housing unit 116 and the maintenance building) in Upper Franklin Canyon and Franklin Canyon Ranch to the MRCA.
 - (b) Provide for joint use of the Franklin Canyon maintenance building;
 - (c) Accomplish all planning and historic clearances required based on written proposal from the MRCA for modifications to historic and contemporary facilities; and
 - (d) Facilitate the future revision of the Franklin Canyon Development Concept Plan.
2. With respect to LIBERTY CANYON:
 - (a) Conduct ranger patrols for law enforcement of applicable laws;
 - (b) Issue all special use permits and filming permits subject to a cost recovery schedule approved by the MRCA;
 - (c) Construct and maintain park-related improvements with prior written approval by MRCA; and
 - (d) Maintain the access road and accomplishment of required weed abatement.

C. The MRCA shall:

1. With respect to FRANKLIN CANYON:
 - (a) Conduct ranger patrol for law enforcement of applicable laws;
 - (b) Issue all special use permits and filming permits subject to a cost recovery schedule approved by the NPS;
 - (c) Use the Doheny Ranch House pursuant to written permission by NPS;

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

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- (d) Provide janitorial, trash removal, and grounds maintenance based on a written site maintenance plan approved by NPS;
 - (e) Maintain the trail network (no new trails or substantial modification of existing trails will be done without prior written approval by NPS);
 - (f) Construct and maintain park-related improvements with prior written approval by NPS;
 - (g) Erect or post and maintain signs that reflect the joint management of the Franklin Canyon Area; and
 - (h) Cooperate on the future revision of the Development Concept Plan for Franklin Canyon.
2. With respect to LIBERTY CANYON:
- (a) Accomplish all planning and historic clearances required based on written proposal from the NPS for modifications to historic and contemporary facilities, and
 - (b) Remove the trailer home and all utilities and associated site improvements, including the horse paddocks.

ARTICLE IV – TERM OF AGREEMENT

This Cooperative Management Agreement shall terminate five years from the effective date, unless prior thereto it is terminated pursuant to the provisions of Article XI or of any applicable Federal or State law or regulation.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

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ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

- (a) Agreements Technical Representative
Santa Monica Mountains National Recreation Area
401 W. Hillcrest Drive
Thousand Oaks, California 91360
- (b) Regional Director
National Park Service, Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607

2. For the CDPR:

- (a) Superintendent
Angeles District
California Department of Parks and Recreation
1925 Las Virgenes Road
Calabasas, California 91302
- (b) Director
Department of Parks and Recreation
State of California
1416 9th Street
Sacramento, California 94926-0001

3. For the SMMC:

Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, California 90265

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

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4. For the MRCA:

Executive Officer
Mountains Recreation and Conservation Authority
5810 Ramirez Canyon Road
Malibu, California 90265

- B. Communications** – The [Partners] will address any communication regarding this Agreement to the key officials with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. Changes in Key Officials** – Neither the NPS nor the [Partners] may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – EXPENDITURE OF FUNDS

- A.** Nothing in this Cooperative Management Agreement shall be construed as obligating NPS, CDPR, SMMC, and MRCA to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this Cooperative Management Agreement shall be authorized by individual Task Agreements. When the work to be accomplished and the work program are mutually agreed upon by all parties, an appropriate Task Agreement shall be consummated, obligating funds where necessary. Whenever a transfer of funds is specified, the relevant implementing Task Agreement shall include a description of the project, the authority for the expenditure/transfer, the specific funding source and amount(s) and names, addresses and telephone numbers for contact re: billing questions. Overhead rates will be waived, but direct expenses will be reimbursed by the NPS, CDPR, SMMC, and MRCA.
- B.** In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

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ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – LIABILITY

The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

ARTICLE IX – REPORTS AND/OR OTHER DELIVERABLES

A collaborative one-year work plan for cooperative management of the Cooperative Zone will be submitted for final approval to the NPS Regional Director and the CDPR Director on an annual basis. A status report on progress and accomplishments by NPS, CDPR, SMMC, and MRCA will be submitted to both Directors on an annual basis.

ARTICLE X – PROPERTY UTILIZATION

Any tools, equipment, material, or other property supplied by NPS shall remain the property of the NPS. Similarly, any tools, equipment, material, or other property supplied by CDPR, SMMC, and MRCA shall remain the property of the State of California.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Any party may terminate its participation in this Cooperative Management Agreement by providing thirty (30) days written notice to the other parties.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

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ARTICLE XII – STANDARD CLAUSES

1. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*: as amended; *Title VI* of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504* of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
3. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

SAMPLE COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number G7120060012

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ARTICLE XIII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

Superintendent
Santa Monica Mountains National Recreation Area
National Park Service

Date

Superintendent
Angeles District
California Department of Parks and Recreation

Date

Executive Director
Santa Monica Mountains Conservancy
State of California

Date

Executive Officer
Mountains Recreation and Conservation Authority
State of California

Date

Regional Director
Pacific West Region
National Park Service

Date

Director
California Department of Parks and Recreation

Date

CHAPTER 7: AGREEMENTS

7.1 Instrument Selection

The NPS uses agreements to document relationships with other federal agencies, state and local governments, nonprofit, not-for-profit, and for-profit organizations, corporations, and individuals. While all agreements are important and serve specific functions, only procurement contracts, cooperative agreements, and interagency acquisition agreements have prescribed legal significance. All other agreements are legally indistinct, indicating only that the NPS has established a legal relationship with another party. Therefore, these other types of agreements are not subject to the provisions of any OMB Circulars.

Types of agreements include, but are not limited to, memoranda of understanding, memoranda of agreement, friends agreements, association agreements, programmatic agreements, planning and development agreements, cooperating association agreements, law enforcement assistance agreements, and fire agreements.

Descriptions of two very specific agreement types follow:

1. Memoranda of Understanding

This is a stand-alone agreement between two or more entities that documents policies and procedures of mutual concern, provides mutual assistance, or exchanges results for the promotion of common endeavors. It documents a “handshake” agreement by the parties. This type of agreement may establish an administrative framework under which a future cooperative agreement may be entered into, but they must not commit current or future NPS funding, future non-competitive contracts, or circumvent any of the procurement laws and regulations. It does not require the signature of a contracting officer.

This agreement must not commit the NPS to provide financial assistance in any form, such as furnishing NPS property, goods, or services.

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Some examples of situations that would require a memorandum of understanding follow:

- (a) Participation in the activities of a cooperating association within a park unit.
- (b) Sharing patrol responsibilities with an adjacent federal landowner.
- (c) Cooperation with another federal agency on the reciprocal use of radio frequencies.
- (d) Cooperation with adjacent landowners in wildlife management activities.
- (e) Receipt of assistance from park groups for search and rescue activities (also could be a memoranda of agreement).
- (f) Cooperation with other federal, state, local, and/or private interests in the operation, development, and maintenance of national scenic and national historic trails.

2. **Memoranda of Agreement**

This type of agreement allows a non-federal entity to reimburse the NPS for supplies, property, or services. It documents the receipt of funds, goods, and/or services by the NPS from non-federal entities. This type of agreement also may establish the administrative framework for entering into subsequent agreements that allow for the expenditure of funds, but such an agreement never is used to transfer funding to another party. Memoranda of agreement do not require the signature of a contracting officer; however, review is strongly encouraged. In some instances, it may be desirable to have the agreement signed by a contracting officer.

Some examples of situations that would require memoranda of agreement follow:

- (a) Receipt of assistance from an outside organization to seek donations on behalf of the NPS as part of a fundraising campaign. (*See Director's Order 21.*)
- (b) Any type of funding document when the NPS is in receipt of funds from a non-federal entity.

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3. **Other Agreements**

Other agreements include friends agreements, associational agreements, programmatic agreements, planning and development agreements, cooperating association agreements, law enforcement assistance agreements, fire agreements, and supplemental agreements to cooperating associating agreements. (*See Paragraph 7.7 of Chapter 7 for a sample supplemental agreement.*)

Examples include the following:

- (a) Assistance with local fire departments for joint fire suppression where there is an exchange of services and equipment.
- (b) Receipt of assistance from park groups for search and rescue activities (also could be a memoranda of understanding).

7.2 **Requirements for Initiating Agreements**

Agreements generally are not required to be signed by a contracting officer, but review by a contracting officer is strongly encouraged. In order to initiate a memorandum of agreement or understanding—or any other type of agreement—through your contracting officer, a draft agreement should be submitted through Procurement Desktop for review.

7.3 **Essential Elements of Agreements**

(See Attachment 7.1 for a sample memorandum of understanding. For a sample firefighting/search and rescue agreement, see Attachment 7.2. For a sample fundraising agreement, see the Reference Guide which is a part of Director's Order 21, Donations and Fundraising. All agreements should be prepared using the mandatory format contained in Chapter 7 of this handbook. All articles must be used in the agreement. When an article is not applicable, the words "Not applicable" should be inserted. Other agency documents or formats may be used when the NPS is not the document initiator, but all essential elements must be included.

Agreements must contain the following elements:

1. **Memorandum of Agreement Number** – The program office will generate a purchase request using the NPS document numbering system in Appendix A. The first letter of the number will be "R" for the purchase request. The second number will be your office's four-digit organizational code, followed by two digits for the current fiscal year, and a four-digit sequential number.

When the agreement is finalized, the office responsible for signature of the Agreement (either the program office or contracting office) will use the purchase request number and change the prefix to match the type of document negotiated (i.e., “G” for memoranda of agreement).

When the program office initiates a purchase request for a modification, the original purchase request number (i.e., R1101010099) will be used; however, the first digit of the sequential number will be dropped, and an alpha letter (i.e., “A”) added at the end (i.e., R110101099A). The alpha letter will indicate that it is a modification.

When the modification is finalized, a four-digit sequential number will be added to the end of the agreement number. The last digit will be the modification number (i.e., 0001, 0002, 0003).

Memorandum of Understanding and Other Agreement Numbers – A number is not required. However, if for tracking purposes, the program office elects to assign a number, use the procedures identified for a memorandum of agreement.

2. **Background and Objectives** – Summarize the background and objectives of the agreement.
3. **Legislative Authority** - Cite the legislative authority to use a memorandum of understanding or agreement.
4. **Statement of Work** - Include a statement of work that identifies the responsibilities and liabilities (if any) of each party. In the case of memoranda of agreement, include information pertaining to the receipt of funds. Also incorporate appropriate attachments.
5. **Term of Agreement** - The term of the agreement should not exceed five years unless justified in writing and reviewed by a solicitor. If the requirement still exists at the end of the five-year period, a new agreement should be initiated. Any longer term must be justified and requires solicitor review.
6. **Key Officials** - Include the name, address, telephone and facsimile numbers, and e-mail addresses for both the recipient and the NPS.
7. **Prior Approval** (if required)
8. **Reports and/or Other Deliverables**
9. **Property Utilization** (if any)
10. **Modification and Termination Clause**

11. **Standard Clauses** (in accordance with Attachment 7.3)
12. **Signature and Dates** - Both parties must sign and date.
13. **Award Information** – Effective October 1, 2002, all agreement information must be completed in Interior Department Electronic Acquisition System, Procurement Desktop (IDEAS-PD). You should also complete the “Agreement Information Sheet” (*Attachment 7.5*) and attach this form to your IDEAS-PD file. Instructions for use of IDEAS-PD for agreement information is contained in Appendix B. A copy of the agreement and the “Agreement Information Sheet” should be sent to the Accounting Operations Center only if unavailable electronically.

The following element is only required for memoranda of agreement or other agreements that involve receipt of funds:

Award and Reimbursement Information – State the amount of funds to be received and the type of disbursement (i.e., advance of funds or reimbursement), the account number(s) and appropriation symbol, frequency of payment(s), and the address for either the program or contracting office.

7.4 **Legal Review**

NPS agreement technical representatives are encouraged to consult with contracting officers, the Office of Policy, and the Office of the Solicitor whenever they have questions about the legal implications of their agreements (such as tort claim liability and rights and data issues). Solicitor’s office review is required for all fundraising agreements.

7.5 **Signature Requirements**

1. **Memoranda of Understanding**

A memorandum of understanding does not require the signature of a contracting officer. However, review by a contracting officer is strongly encouraged. The originating office must ensure that all other offices or program areas that will be affected by the memorandum of understanding have the opportunity to review and comment on a draft of the memorandum of understanding before it is executed. Those who require technical assistance in preparing memoranda of understanding may contact their support office or the Contracting and Procurement Program, WASO.

A memorandum of understanding may be signed by the NPS Director, deputy director, associate director, regional director, superintendent, service or administrative program center manager, and/or other designated NPS officials such as park superintendents and site managers. Agreements signed by the NPS Director or a regional director should be tracked with a copy in the contracting office responsible for the field area to prevent redundancy and overlap in such agreements. It is recommended that this type of agreement be signed at the lowest level possible, in accordance with the signature authorities identified in Chapter 9, Responsibilities.

A memorandum of understanding intended for signature by the NPS Director will be referred to the Office of Policy for review. Regional and associate directors may impose additional reviews and/or approval procedures for agreements within their jurisdiction.

(See Attachment 7.1 for a sample of memorandum of understanding.) If the entity that the NPS is partnering with has a prescribed format for their agreements, that format may be used provided the essential elements are included.

2. **Memoranda of Agreement**

A memorandum of agreement should be reviewed by a contracting officer and may be signed by a contracting officer in some instances. When the NPS is in receipt of funds, it is important that funds be spent in accordance with appropriation law. Copies of fully executed memoranda of agreement should be retained on file in the office responsible for issuance and signature of the document. The receipt of funds should be coordinated with your budget office, and a copy of the “Agreement Information Sheet” (*Attachment 7.5*) and any other supporting documents that are not available through Procurement Desktop should be sent to the Accounting Operations Center.

7.6 **Reporting Requirements**

If the agreement has Servicewide or regionwide impact, information pertaining to the agreement must be provided for inclusion in the NPS acquisition website. This website address is included in Appendix E.

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7.7 **Postaward Administration**

Each agreement should be administered in accordance with the awarded document. Guidance regarding modifications and closeout follow:

1. **Modifications**

Modifications can be issued for changes that fall within the original statement of work (i.e., delivery dates, change in quantity, annual funding, etc.). Changes to agreements that are outside of the original statement of work must be treated as new actions.

2. **Closeout**

Closeout of an agreement should occur when the NPS determines that all administrative actions and all required work have been completed by both parties. Agreement closeout is normally initiated by the program manager or agreements technical representative. Specific responsibilities are identified in Chapter 9.

3. **Retention Period**

Records on all agreements and modifications signed by a contracting officer must be retained for a minimum of six years and three months after final closeout of the agreement. Consultation with the Washington Administrative Program Center's Records Officer, (202) 354-1908, should occur after this period has expired or until a new Records Disposition Schedule is updated. The current Records Disposition Schedule is dated May 2003 and is still in the process of being revised. The May 2003 Disposition Schedule can be accessed at: <http://data2int.itc.nps.gov/wapc/records/nps19app-b.pdf>, under NPS-19, Appendix B (Rev. 5-03).

7.8 **Agreements Involving Fundraising**

Instructions regarding promotional and advertising activities may be obtained by contacting the NPS Partnership Office at (202) 208-5477. Instructions regarding agreements for fundraising campaigns are addressed in Director's Order 21, Donations and Fundraising, dated May 1, 2006, available on the Internet at: <http://www.nps.gov/policy/DOrders/DO21-reissue.html>

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A sample fundraising agreement is provided in the Reference Guide to Director's Order

21. Fundraising agreements must address the following issues:

1. **Manner in which funds would be raised by the donor** – The National Park Service must ensure that the donor or fundraiser does not engage in professionally unacceptable practices.
2. **Purpose for which donated funds, materials, etc. would be used by the NPS** - The National Park Service may accept donations only for purposes that are authorized by law and that are consistent with current plans and policies. For example, the NPS would not agree to a fundraising effort for a visitor center that was not identified in a park's general management plan as being necessary. Fundraisers who do not receive prior permission from the NPS to accept the funds that are raised run the risk of soliciting donations under false pretenses.
3. **Kind of "recognition" or acknowledgment that would be given to the donor by the NPS** - Some donors may intend for their donations to serve as a basis for promoting a commercial product or enterprise and expect an endorsement from the NPS; or they may want to have their donation memorialized with a permanent bronze plaque at a park visitor center. Unrealistic expectations of this sort should be terminated at the earliest opportunity and more appropriate forms of recognition proposed.
4. **Procedures for prior review by the NPS of materials that are produced by the donor for public distribution** – The NPS must ensure that printed or other media do not state or imply NPS endorsement of the donor, its products, or its enterprise; or give the impression that the NPS or a park unit has become commercialized. (*Refer to Attachment 7.4, "Memorandum from the Assistant Secretary Policy, Management, and Budget," dated March 4, 1992, on endorsements resulting from partnerships and outreach.*)

Agreements involving fundraising must be approved first by the Partnership Office, which then will coordinate approval with the Office of Policy and the Office of the Solicitor.

7.9 **Supplemental Agreements to Cooperating Association Agreements**

The cooperating association agreement contains a provision for the Service and the association to implement supplemental agreements for activities that are not covered by the standard agreement. Those activities must support the mission of the park and/or the Service and be compatible with the purposes for which the association was established. Activities that typically require supplemental agreements are fundraising campaigns and construction of permanent structures on NPS property. The operation of complex or unique programs by associations may also benefit from documentation in a supplemental agreement.

Supplemental agreements are particularly useful because they encourage both parties to reach agreement about how a program or activity will be conducted, and to what degree the association or the NPS will be involved, before the activity is implemented. Supplemental agreements also provide an important written record that can be useful when changes occur in either NPS or association personnel.

Examples of supplemental agreements may be obtained from the appropriate regional cooperating association coordinator or from the Servicewide Cooperating Association Coordinator. A supplemental agreement example is included in Attachment 7.6. Supplemental agreements should undergo review by the appropriate field solicitor and should be signed at the same level as the cooperating association agreement (i.e., association board chair or president, and regional director or NPS Director).

Park interpretive programs, both on-site and off-site, are an important NPS responsibility. Through the planning process and the preparation of management documents such as the strategic management plan and the comprehensive interpretive plan and its components, the Service identifies interpretive needs and chooses the best methods for meeting those needs.

There may be occasions when it is appropriate and desirable for an association to provide supplemental interpretive programs or activities, either on-site or off-site, to meet the needs of the park's overall interpretive efforts. Such supplemental programs are initiated by the NPS, and the Service shall direct all interpretive activities conducted and/or sponsored by an association. The cooperating association agreement and/or any associated supplemental agreements are the appropriate vehicles for specifying interpretive activities to be conducted by associations. All interpretive programs given by parks or associations must reflect documented park interpretive themes and objectives.

The superintendent must approve any fees to be charged for association-conducted interpretive activities or programs. Any proposed fee program requires a supplemental agreement to the cooperating association agreement.

**MEMORANDUM OF UNDERSTANDING
CURATORIAL SERVICES**

Agreement Number G1253060005

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**Memorandum of Understanding
between
The United States Department of the Interior
National Park Service
and the
Museum of Northern Arizona**

This Agreement is entered into by and between the National Park Service (hereinafter “NPS” or “Depositor”), United States Department of the Interior, acting through the Superintendent of the Flagstaff Area National Monuments, and the Museum of Northern Arizona (hereinafter “Museum” or “Repository”), a private museum located in Flagstaff, Arizona, acting through its **[insert name of official signing Agreement on behalf of Museum]**.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the standards, terms, and conditions under which the Museum will curate a federally owned archeological collection and use certain other federally owned personal property in its possession.

The Museum has in its possession a collection of archeological artifacts, specimens, and associated records (hereinafter referred to as “Collection”) produced by archeological expeditions that were sponsored by the Museum and that operated under federal permit on federally owned lands within Wupatki, Walnut Canyon, and Sunset Crater Volcano National Monuments.

The Collection is described in more detail in Attachment A, which is attached hereto and made a part of this Agreement.

The Collection is owned by the United States and is under the administrative jurisdiction of the NPS.

NPS wishes for the Museum to provide long-term curatorial services for the Collection.

The Museum, in keeping with its historic mission, wishes to continue to house and maintain the Collection and recognizes the benefits that will accrue to it, to the public, and to scientific interests by housing and maintaining the Collection for study and other educational purposes.

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The Museum also has in its possession other personal property owned by the United States, assigned to the NPS as the holding agency, and loaned to the Museum for the purpose of assisting the Museum in housing and maintaining the Collection (hereinafter referred to as “NPS personal property”).

The NPS personal property is described in more detail in Attachment B, which is attached hereto and made a part of this Agreement.

ARTICLE II - AUTHORITY

The authority for this Agreement is *16 U.S.C. §470a (1994)*, *16 U.S.C. §470dd (1994)*, and *36 CFR Part 79 (1999)*.

ARTICLE III – STATEMENT OF WORK

A. The Repository will:

1. Provide curatorial services for the Collection in accordance with the regulations found at *36 CFR Part 79* and the terms and conditions contained in Attachment C to this Agreement.
2. Promptly refer to the Depositor all requests from third parties (written and oral) for access to, or use of, the Collection (or any part thereof).
3. Promptly refer to the Depositor all requests (written and oral) for transfer or repatriation of the Collection (or any part thereof).
4. Not release to any third party any information relating to the nature, location, and character of the historic or prehistoric sites from which the Collection (or any part thereof) derives without obtaining the Depositor’s prior written permission.

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5. In conjunction with the Depositor and in accordance with *36 CFR §79.11*, inspect the repository facility at least once every three years and inspect and inventory the Collection and any NPS personal property in the Repository's possession at least once every three years. **[The regulation states that the inspections must be conducted "periodically." I think inspections every three years is reasonable, but if you want them to be annually or every two years, that's fine. If you change the frequency in this provision, also change it in Section III.B.3 below.]**
 6. If appropriate funding is received from the Depositor, accept from the Depositor such additions to the Collection as are mutually agreed upon and incorporate those additions into the Repository's curation system. The parties understand and agree that they must execute a separate Cooperative Agreement in order to obligate federal funds for this purpose.
 7. If appropriate funding is received from the Depositor, enter into the NPS curation system the required data for any uncatalogued artifacts in the Collection. The parties understand and agree that they must execute a separate Cooperative Agreement in order to obligate federal funds for this purpose.
 8. Maintain complete and accurate records of the Collection and NPS personal property in its possession, including information on the study, use, loan, and location of any part of the Collection which has been removed from the Repository's premises.
 9. Not sell, transfer, assign, pledge, encumber, repatriate, discard, or otherwise dispose of the Collection (or any part thereof) or any NPS personal property in its possession.
- B. The Depositor will:
1. In consultation with the Repository, promptly review and approve or deny all requests from third parties for access to, or use of, the Collection (or any part thereof).

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2. Provide the Repository with reasonable advance notice before requesting access to the collection for traditional use, research, educational, or management purposes.
3. In conjunction with the Repository and in accordance with *36 CFR §79.11*, inspect the repository facility at least once every three years and inspect and inventory the Collection and any NPS personal property in the Repository's possession at least once every three years.
4. Provide the Repository with two copies of publications, reports, and other documents prepared by Depository staff using the Collection (or any part thereof).
5. In accordance with applicable federal regulations, assist the Repository in obtaining federally owned personal property determined to be surplus property by the General Services Administration, and assist the Repository in obtaining museum storage and preservation equipment through other avenues, such as the NPS's Museum Collection and Preservation Protection Program.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Agreements Technical Representative
Flagstaff Area National Monuments
6400 North Highway 89
Flagstaff, Arizona 86004
E-mail: superintendent@nps.gov
Telephone: (520) 526-xxxx
Facsimile: (520) 526-xxxx

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2. **For the Museum:**
[Insert title of designated museum contact here.]

Museum of Northern Arizona
3101 North Fort Valley Road
Flagstaff, Arizona 86001
E-mail: contact_person@mna.com
Telephone: (520) 774-xxxx
Facsimile: (520) 774-xxxx

- B. **Communications** - The Museum will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS or the Museum may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – PRIOR APPROVAL

- A. Destructive analysis and other consumptive uses of the collection (or any part thereof) require the depositor's prior written approval.
- B. Access to human remains, associated funerary objects, unassociated funerary objects, sacred objects, and objects of cultural patrimony in the Collection, as those terms are defined in the *Native American Graves Protection and Repatriation Act, Pub. L. No. 101-601, 104 Stat. 3048*, codified primarily at 25 U.S.C. §3001-3013 (1994), other than for necessary management and protection, requires the Depositor's prior written approval.

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ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES

In accordance with *36 CFR Subsection 79.11(b)(9)*, within five days of the discovery of any loss or theft of, deterioration or damage to, or destruction of the Collection (or any part thereof) or any NPS personal property in the Repository’s possession, the Repository will provide the Depositor with a written notification of the circumstances surrounding the loss, theft, deterioration, damage, or destruction, and will report to the Depositor those actions taken to stabilize the Collection and to correct any deficiencies in the physical plant or operating procedures that may have contributed to the loss, theft, deterioration, damage, or destruction. Any actions that will involve the repair and restoration of the collection (or any part thereof) and any other NPS personal property in the repository’s possession must be approved in advance and in writing by the depositor.

ARTICLE VIII – PROPERTY UTILIZATION

- A. The Repository may exhibit, photograph, or otherwise reproduce, and nondestructively study the Collection (or any part thereof) on the Repository’s premises in accordance with the terms and conditions contained in Attachment C to this Agreement. All exhibits, reproductions, and studies will credit the Depositor as follows: “Courtesy of the National Park Service, United States Department of the Interior.” The Repository will provide the Depositor with two copies of publications, reports, and other documents prepared by Repository staff studying the Collection (or any part thereof). **[Please review carefully to make sure you’re comfortable with what the Museum may do to the Collection without requesting NPS approval.]**
- B. The Collection (or any part thereof) may be removed from the Repository’s premises for scientific, educational, or religious purposes only after obtaining the Depositor’s written permission and only in accordance with the regulations for the curation of federally owned and administered archeological collections (*36 CFR Part 79*), the terms and conditions contained in Attachment C to this Agreement, and other conditions that may be specified by the Repository to prevent breakage, deterioration, and contamination.
- C. NPS personal property in the Repository’s possession will be used and disposed of as set forth in NPS Property Management Regulations.

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ARTICLE IX – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.
- C. Upon termination of this Agreement the Repository will return the Collection and all NPS personal property in its possession to the destination directed by the Depositor in such a manner as to preclude breakage, loss, deterioration, and contamination during handling, packaging, and shipping, and in accordance with other conditions specified in writing by the Depositor. If the Repository terminates, or does not meet its obligations under this Agreement, then the Repository will fund the handling, packaging, and shipping costs. If the Depositor terminates this Agreement, then the Depositor will fund the handling, packaging, and shipping costs.

ARTICLE X – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The Repository will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the Repository's work product, or considers the Repository's work product to be superior to other products or services.

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C. **Public Information Release**

1. **Public Information**

- (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.
- (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
- (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

**MEMORANDUM OF UNDERSTANDING
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2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

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ARTICLE XI – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE MUSEUM OF NORTHERN ARIZONA:

Signature: _____

Name: _____

Title: _____

Date: _____

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

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**Agreement
between
The United States Department of the Interior
National Park Service
and the
Town of Cheyenne, Oklahoma**

This Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Washita Battlefield National Historic Site (hereinafter “Park”), and the Town of Cheyenne, Oklahoma, acting through its Mayor.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires and in conducting search and rescue operations on lands within the Park’s boundaries, within the Town of Cheyenne, and in the immediate surrounding area.

Currently the NPS is primarily responsible for providing, through an Interagency Acquisition Agreement with the Forest Service, United States Department of Agriculture, fire prevention, detection, and suppression and for conducting search and rescue operations on federally owned land within the Park. The Cheyenne Fire Department is primarily responsible for providing fire prevention, detection, and suppression and for conducting search and rescue operations within the Town of Cheyenne and in the immediate surrounding area (including non-federally owned land within the Park’s boundaries).

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of *42 U.S.C. §1856a (1994)*.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

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ARTICLE III – STATEMENT OF WORK

A. The NPS agrees to:

1. Furnish, when requested by the Cheyenne Fire Department, qualified, on-duty NPS employees to assist in the suppression of structural fires and wildfires and in search and rescue operations within the Town of Cheyenne or in the immediate surrounding area whenever the furnishing of such assistance does not seriously impact the conduct of Park business. For purposes of interpreting this Agreement, NPS employees are deemed to be “on duty” from 8:00 a.m. to 5:00 p.m., Monday through Friday. Authorized, on-duty NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls from the fire department.
2. Provide federal worker’s compensation coverage for authorized, on-duty NPS employees who respond to calls from the Cheyenne Fire Department.
3. Provide to the Cheyenne Fire Department an annual familiarization tour of the Park’s facilities, equipment, and access points.

B. The Town of Cheyenne agrees to:

1. Furnish, when requested by the NPS, available qualified personnel, fire equipment, and rescue equipment to assist in the suppression of structural fires and wildfires and in search and rescue operations on federally owned land within the Park.
2. Provide worker’s compensation coverage for qualified, off-duty NPS employees who are members of the Cheyenne Fire Department and who respond to calls from the fire department for assistance within the Town of Cheyenne or in the surrounding area.
3. Provide to the NPS an annual familiarization tour of the Cheyenne Fire Department’s facilities and equipment.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

C. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Each party will provide to the other party copies of current fire management plans for their areas of primary responsibility, including maps of areas involved and descriptions of special or extraordinary actions to be taken.
3. Only Minimum Impact Suppression Tactics will be used when fighting fires within the Park. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
4. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
5. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
7. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Agreement Technical Representative
Washita Battlefield National Historic Site
P.O. Box 890
Cheyenne, Oklahoma 73628
(580) 497-2742

2. **For the Town of Cheyenne, Oklahoma:**

Mayor
Town of Cheyenne
[Insert address and telephone number here.]

B. **Communications** - The City will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page ____ of ____

ARTIVLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

[If compensation is to be reciprocally provided, sample language follows and should be tailored to the specific agreement:]

The parties may choose to reimburse each other by mutual agreement. Billing and payment procedures should be outlined.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the Town of Cheyenne during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The Town of Cheyenne will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Town of Cheyenne represents. No release of information relating to this Agreement may state or imply that the Government approves of the Town of Cheyenne's work product or considers the Town of Cheyenne's work product to be superior to other products or services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**SAMPLE AGREEMENT
FIREFIGHTING/SEARCH AND RESCUE ASSISTANCE**

Agreement Number G1253060005

Page _____ of _____

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: Superintendent _____

Washita Battlefield N.H.S. _____

Date: _____

FOR THE TOWN OF CHEYENNE, OKLAHOMA:

Signature: _____

Name: _____

Title: Mayor _____

Date: _____

STANDARD CLAUSES FOR AGREEMENTS

A. **Civil Rights**

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. **Promotions**

(Name of the other party) will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service or position which the (party) represents. No release of information relating to this Agreement may state or imply that the Government approves of the (party's) work product, or considers the (party's) work product to be superior to other products or services.

C. **Public Information Release**

1. **Public Information-** Use these provisions only with partners other than State and Local Governments. (*43 CFR §12.2(d) (2)*).

- (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.

STANDARD CLAUSES FOR AGREEMENTS

- (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

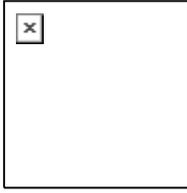
- (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
- (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publications of Results of Studies - Use this provision with all Agreements.

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

NOTE: FUNDRAISING AGREEMENTS CONTAIN ADDITIONAL CLAUSES (SEE THE REFERENCE GUIDE TO DIRECTOR'S ORDER 21)..

ENDORSEMENT RESULTING FROM PARTNERSHIP AND OUTREACH



United States Department of the Interior
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

March 4, 1992

Memorandum

To: Solicitor
 Assistant Secretaries
 Bureau Directors
 Office Directors

From: Assistant Secretary – Policy, Management and Budget /s/ John Schrote

Subject: Endorsements Resulting from Partnership and Outreach Agreements

The Secretary has determined that a new policy regarding endorsements is to be implemented Departmentwide. Implementation will involve use of mandatory language in partnership and outreach Agreements, such as Memoranda of Agreement (MOAs) and Memoranda of Understanding (MOUs), entered into with nongovernmental entities. It will also provide for Government approval of partners' public information releases that mention the Department in any way.

In the course of conducting its daily business, the Department frequently enters into partnership and outreach Agreements under which the nongovernmental parties contribute resources to promote agency programs, publicize agency activities, assist in fundraising, or provide other assistance to the Department. These Agreements are consistent with the Department's and the Administration's emphasis on public-private partnerships to achieve public purposes. However, this is not a risk-free area.

Specifically, there is concern about possible violations of Executive Order 12731 (October 17, 1990), which prohibits the use of public office for the private gain of anyone. This includes the individuals, corporations, or non-profit entities with which we enter into partnership and outreach arrangements. Our partners are often highly visible to the public because they use commercial advertising regularly. There is a risk that their promotional material might improperly imply official endorsement of a product, service, or position that the partner privately represents.

ENDORSEMENT RESULTING FROM PARTNERSHIP AND OUTREACH

There is a subtle difference between the legitimate dissemination of information to the public and the appearance of Governmental endorsement of a private interest. There is little published guidance and no case law relating to this subject, making these distinctions even more difficult. All the circumstances, individuals, and perceptions must be considered by trained ethics personnel.

Therefore, it is Departmental policy that all partnership and outreach Agreements with nongovernmental parties include a section which reads substantially as follows:

(Name of other party) shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the (party) represents. No release of information relating to this Agreement may state or imply that the Government approves of the (party's) work product, or considers the (party's) work product to be superior to other products or services.

(Party) must obtain prior Government approval from _____ for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

Existing Agreements do not need to be modified to incorporate this language. All requests for approval of a partner's information release must be coordinated with the local Ethics Officer and will be processed in a timely manner.

Similar requirements apply to contracts, grants, and Cooperative Agreements, but these are governed by separate regulations. This policy will be incorporated into the Departmental Manual in the future, but is nonetheless effective immediately.

Thank you for your cooperation.

cc: Bureau Deputy Ethics Counselors

AGREEMENT INFORMATION SHEET

Agreement Number: _____

Check One: New Agreement _____ Task Agreement _____ Modification _____

Project Title: _____

(Maximum 60 Characters)

Description of Deliverable (This block only needs to be filled out if a formal Agreement is not negotiated.) _____

Agreement Start Date: _____ Agreement End Date: _____

Partner Name, Address, Telephone Number, and E-Mail, including contact person: _____

BILLING INFORMATION FOR PARTNER TO BILL NPS

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____
(Check One) Annually _____ Other _____

Advance of Funds: Yes _____ No _____
Method of Billing: SF-270 _____ Bill For Collection _____

Taxpayer Identification Number (TIN): _____

Address to Send Bills: _____

(If Different from Above) _____

Contact Person, E-Mail, and Telephone Number _____

BILLING INFORMATION FOR NPS TO BILL RECIPIENT

Billings to be mailed by (Check One): AOC _____ Park _____ Region _____

References: _____ / _____

Their Account Number

Their Document Number

Reimbursable Amount Not to Exceed*: _____

*Advance payment is required.

Modification Amount: _____

Total Reimbursable Amount, including Modifications, Not To Exceed: _____

Amounts Above Include Overhead Charge of: _____

TO BE COMPLETED BY REGIONAL FINANCE OFFICE

Account Number: _____ Customer No: _____

Fund Code: _____ Activity Code: _____ BFY: _____

Account Number for Overhead Charges (If Different): _____

Park/Region Point of Contact: _____

SAMPLE SUPPLEMENTAL AGREEMENT

**Supplemental Agreement
To
Cooperating Association Agreement**

**Between
National Park Service
United States Department of the Interior**

And

Southwest Parks and Monuments Association

This Supplemental Agreement is entered into by the National Park Service (hereafter referred to as “the Service”) and the Southwest Parks and Monuments Association (hereafter referred to as “the Association”), under the provisions of the Cooperating Association Agreement, Article IV, Term of Agreement. Unless otherwise specified herein, the provisions of the Cooperating Association Agreement shall apply to this Supplemental Agreement.

This Supplemental Agreement to the Cooperating Association Agreement may be terminated or amended by modifications at any time by mutual concurrence of both parties. Modifications will be in writing and approved by the Service Contracting Officer and the authorized representative of the Association.

This supplemental agreement adds the following area of activity to support the mission of the Juan Bautista de Anza National Historic Trail (hereafter referred to as “Anza Trail”), administered by the Service, Pacific Great Basin Support Office, and furthers the purposes of the principal agreement:

ARTICLE III – STATEMENT OF WORK

The following is an additional item within Article III, Section (B):

“(22.) The Service and the Association have a mutual interest and benefit in activities that support the mission of the Anza Trail to provide interpretive and educational services to the public. Providing interpretation along the route of the Anza Trail about the significance of the Anza expeditions, and providing orientation to the auto route and associated sites is critical to the success of the Anza Trail’s interpretive mission.”

SAMPLE SUPPLEMENTAL AGREEMENT

The Association shall, upon request, and subject to the availability of funding and technical support from the Service:

1. Work with the NPS and consultants to review a broad spectrum of trail interpretive media and identify the most effective media to educate both the English- and Spanish-speaking public regarding the Anza Trail and use of the auto route to maximize appreciation of the Anza Trail.
2. Secure the professional help of a cartographer, writer, historian, graphic artist, photographer, translator, or others as required to produce an educational product which is historically accurate, professional in quality, helps the visitor understand and appreciate the Anza Trail relevant to Hispanic/Latino populations along the route as well as the general public, and can be produced in sufficient quantities to be distributed to multiple sites along the Trail.
3. Seek NPS review and comment on all aspects of the project and incorporate the input of NPS-selected historians and other Anza Trail experts in the final product.
4. Produce the final product in quantities to be distributed in large numbers to a minimum of fifty (50) NPS-approved outlets along the 1200-mile Anza Trail route.
5. Oversee production and distribution of the final product.

ARTICLE IV – TERM OF AGREEMENT

This Supplemental Agreement will be effective for a period of one year from the date of final signature.

ARTICLE V – KEY OFFICIALS

Meredith Kaplan, Superintendent of the Anza Trail, Pacific Great Basin Support Office, will serve as the Government Technical Representative to administer this Supplemental Agreement. Derek Gallagher, Director of Publications, Southwest Parks and Monuments Association, will serve as key staff for the Association.

ARTICLE VI – FINANCIAL ASSISTANCE

Subject to available funds, and subject to the continuation of the agreement authority granted to the Service under P.L. 104-134, the financial assistance provided to the Association by the Service is not to exceed \$40,700, to be charged against Account Number 8350-001N-576.

SAMPLE SUPPLEMENTAL AGREEMENT

ARTICLE VII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE SOUTHWEST PARKS AND MONUMENTS ASSOCIATION:

Signature: _____

Name: _____

Title: _____

Date: _____

******Articles in a supplemental agreement will generally include only applicable information. Therefore, there may be as few as five Articles, as shown in this sample, or the number necessary to make the agreement complete.**

CHAPTER 8: CHALLENGE COST-SHARE PROGRAM

Further guidance on the Challenge Cost-Share Program, Director's Order 27 is presently being developed. Also refer to <http://www.nps.gov/ccsp/>

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001
Page _____ of _____

**Cooperative Agreement
between
The United States Department of the Interior
National Park Service
and
Creative Environmental Conservation**

This Agreement is entered into under the Challenge Cost-Share Program, by and between the **NATIONAL PARK SERVICE** (NPS) and **CREATIVE ENVIRONMENTAL CONSERVATION** (CEC), a Non-Profit 501(c) 3 Public Benefit Corporation. Under the Challenge Cost-Share Program, the NPS works with communities, volunteer groups, historic property owners, universities, and others to carry out projects important to the NPS mission.

ARTICLE I – BACKGROUND AND OBJECTIVES

The Juan Bautista de Anza National Historic Trail (“Anza Trail”) is a 1,200-mile trail authorized by Congress as a component of the National Trails System in 1990, and is administered by the NPS, Pacific Great Basin Support Office.

The National Trails System Act, as amended, places heavy emphasis on cooperation with federal, state, and local land managing agencies and non-profit groups to mark and interpret the Anza Trail.

The 1996 *Comprehensive Management and Use Plan for the Anza Trail* recognizes Fort Ord Public Lands and Natividad Creek Park in the City of Salinas as being along the route of the Anza Trail and encourages their marking and interpretation.

CEC, located between Fort Ord and Salinas, through its Return of the Natives Restoration Education Project, wishes to interpret the American Indian relationship to the Anza Trail.

Both parties to this Agreement wish to cooperate with one another for their own mutual benefit and for the general benefit of the people of the United States and future generations.

ARTICLE II - AUTHORITY

Under Public Law 104-333 (*16 U.S.C. §1f*), the National Park Service has received permanent authority to enter into Challenge Cost-Share Agreements.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

ARTICLE III - STATEMENT OF WORK

A. CEC agrees to:

1. Design, fabricate, and install two interpretive panels providing a map and information about the Anza Trail and its relation to American Indian peoples.
2. Use the official Anza Trail marker only on the interpretive panels and markers.
3. Place one interpretive panel at the sedge beds on Fort Ord Public Lands and one in Natividad Creek Park in the City of Salinas.
4. Coordinate closely with the NPS on the design, text, and presentation of the interpretive exhibits.
5. Coordinate as possible with other groups and agencies planning interpretation on Fort Ord Public Lands and in Natividad Creek Park to ensure consistency of interpretation of the Anza Trail.

B. The NPS agrees to:

1. Provide financial assistance as funds are available for work mutually agreed to and performed as part of this Agreement.
2. Be substantially involved in the project by reviewing the design, text, layout, and placement of the interpretive exhibits and location of the markers.
3. Assign the Anza Trail Superintendent as the agreements technical representative to administer the Agreement and provide technical support, documentation, consultation, and liaison to CEC in connection with identified tasks.

C. Both parties agree to:

1. Cooperate to the fullest extent in all activities related to the production of the interpretive exhibit to ensure that the efforts of each party will complement those of the other.
2. Coordinate all review to ensure the efforts will result in the planned outcome.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

ARTICLE IV - TERM OF AGREEMENT

This Agreement will be for a term of one year, commencing on the date of final signature of this Agreement, unless when terminated earlier as provided in Article XI.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Meredith Kaplan, Anza Trail Superintendent
 Agreements Technical Representative
 National Park Service
 600 Harrison Street, Suite 600
 San Francisco, California 94107
 E-mail: meredith_kaplan@nps.gov
 Telephone: 415-427-1438
 Facsimile: 415-427-xxxx

2. **For the CEC:**

Scott Hennessy, Executive Director
 Laura Lee Lienk, Project Director Return of the Natives
 100 Campus Center
 Seaside, California 93955-8001
 E-mail: scott_hennessy@cec.org
 Telephone: 831-582-3689
 Facsimile: 831-582-xxxx

B. **Communications** - The CEC will address any communication regarding this Agreement to the agreements technical representative with a copy to the Contracting Officer. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

C. **Changes in Key Officials** - Neither the NPS nor the NEC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

ARTICLE VI – AWARD AND PAYMENT

- A. NPS will apply Challenge Cost-Share Program funding in the amount of \$5,000 to “match” donation of CEC according to CEC’s proposal entitled “FY 99 Challenge Cost-Share Program Application,” included as Attachment A.
- B. In order to ensure proper payment, it is recommended that [cooperator] register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents [cooperator] may have with the federal government.
- C. The chargeable appropriation for this Agreement is _____. Payment will be made no more frequently than monthly and will be paid by electronic funds transfer directly into CEC’s account located at the financial institution.
- D. Standard Form 270 (SF-270), “Request for Advance or Reimbursement,” must be submitted for payment to the NPS Contracting Officer in an original and two copies. The request for reimbursement will be accompanied by a breakdown sheet showing costs in each budgetary item.
- E. Each SF-270 furnished will be addressed to:

Juan Bautista de Anza National Historic Trail
National Park Service
600 Harrison Street, Suite 600
San Francisco, California 94107
Attn: Meredith Kaplan
- F. Nothing contained in this Agreement will be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for purposes of this Agreement for that fiscal year.

ARTICLE VII – PRIOR APPROVAL

In accordance with *OMB Circular A-110* and *43 CFR Part 12*. (Note: If applicable, list items requiring verbal or written approval, if other than shown in regulations referenced above.)

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page ____ of ____

ARTICLE VIII - LIABILITY

The CEC agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, CEC shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by CEC, its officers, employees, and representatives [as in Paragraph 1].
- D. To provide workers' compensation protection to CEC officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

[If Cooperator occupies Federal Government property, use the following:]

- F. In the event of damage to or destruction of the buildings and facilities assigned for the use of CEC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with CEC that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by CEC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to CEC will constitute termination of this Agreement by the NPS.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

ARTICLE IX - REPORTS AND/ OR OTHER DELIVERABLES

- A. Draft design and layout of the interpretive exhibits, including proposed text, will be submitted to the NPS for review and comment before fabrication of the interpretive panels.
- B. Proposed exhibit location and orientation will be submitted to the NPS for review before installation of the exhibit.
- C. A brief description of activities and accomplishments should accompany the invoice for reimbursement including an itemization of costs and the “match” donation of CEC.
- D. A “Project Completion” form must be submitted with the final request for reimbursement.

ARTICLE X – PROPERTY UTILIZATION

- A. The CEC will utilize, manage, and dispose of property funded by this Agreement as specified in *OMB Circular A-110*, and *43 CFR §12.934 and 12.935*. The specific method for disposition of city-acquired equipment will be agreed to by the City and the Service prior to any disposition.
- B. The CEC will maintain records of all property acquired and disposed of under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with *OMB Circular A-110*, and *43 CFR §12.934 (f)(3)*.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written modification instrument executed by the parties. Modifications will be in writing and approved by the NPS Contracting Officer and the authorized representative of CEC.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
 - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
 - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (d) *43 CFR Part 12, Subpart D*, (Reserved).
 - (e) *43 CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.” (*43 CFR 12.2(b)*).
 - (f) *FAR Clause 52.203-12, Paragraphs (a) and (b)*, “Limitation on Payments to Influence Certain Federal Transactions.”
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (*78 Stat. 252; 42 U.S.C. §§2000d et seq.*); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (*87 Stat. 394; 29 U.S.C. §794*); the *Age Discrimination Act of 1975* (*89 Stat. 728; 42 U.S.C. §§6101 et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

3. **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.
4. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development:** *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR 12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR 12.76* for State and Local Governments.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

B. Special Provisions**1. Public Information**

- (a) The CEC will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the CEC represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the CEC, or considers the CEC's work product to be superior to other products or services.
- (b) The CEC will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The CEC will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior or any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the agreements technical representative who will forward such materials to the public affairs office, along with the request for approval.
- (d) The CEC agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001

Page _____ of _____

2. **Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII - ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

- A. FY97 Challenge Cost-Share Program Application submitted by the County, five pages.
- B. SF-424, “Application for Federal Assistance,” two pages incorporated by reference.
- C. SF-424B, “Assurances – Non-Construction Programs,” two pages incorporated by reference.
- D. DI-2010.

SAMPLE CHALLENGE COST-SHARE AGREEMENT

Agreement Number H1253060001
Page ____ of ____

ARTICLE XIV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NATIONAL PARK SERVICE
PACIFIC GREAT BASIN SUPPORT OFFICE**

**FOR THE CREATIVE
ENVIRONMENTAL CONSERVATION**

Anza Trail Superintendent Date

Executive Director Date

Contracting Officer Date

Director, Return of the Natives Date

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Anza Trail Superintendent

Title: Executive Director

Date: _____

Date: _____

Signature: _____

Name: _____

Title: Director, Return of the Natives

Date: _____

CHAPTER 9: RESPONSIBILITIES

9.1 **DOI, Office of Acquisition and Property Management**

Develops DOI policies, procedures, and regulations relating to assistance. Such guidance is issued through the Departmental Manual that implements Federal Governmentwide federal assistance statutory or regulatory requirements.

9.2 **Office of the Solicitor**

1. Reviews all cooperative agreements to ensure that the appropriate legislative authority is cited and that the agreement is legally sufficient. Legal review is not required for modifications and task agreements providing they are within the “purpose and objective” and the “scope of work” of the initial agreement.
2. Reviews other agreements at the discretion, and upon request, of the contracting officer. Also reviews agreements that contain liability or intellectual property issues or other non-standard clauses at the discretion of the contracting officer.
3. Reviews agreements upon request of the program manager, key official or agreements technical representative.
4. Reviews Determination and Findings, supporting documentation and interagency acquisition agreements over \$500,000 under the Economy Act before signature by the contracting officer.

9.3 **Office of the Inspector General**

Conducts audits and negotiates cost rates for cooperative agreements.

9.4 **Director, Deputy Director, and Associate Director**

1. Signs agreements such as memoranda of understanding that provide for mutual understanding only. On a case-by-case basis, may also sign agreements that provide for mutual understandings and have Servicewide impact. Ensures that established policies, procedures, and requirements are met.
2. May sign cooperative agreements with a contracting officer if Servicewide impact is involved.

9.5 **Associate Director, Administration**

Ensures that established Servicewide policies and procedures for agreements are implemented.

9.6 **Regional Director**

1. Signs memoranda of understanding that provide for mutual understanding only, and along with the appropriate contracting officer, signs cooperative agreements, interagency acquisition agreements, and memoranda of agreement that have regionwide impact.
2. On a case-by-case basis, may sign multi-regional memoranda of understanding that involve matters affecting more than one region.

9.7 **Washington Office (WASO)**

1. **Chief, NPS Contracting Office, WASO**

Develops the policies, procedures, and other guidance for memoranda of understanding and memoranda of agreement.

Develops policies, procedures, and other guidance for cooperative agreements and interagency acquisition agreements in accordance with the OMB Circulars, Federal Acquisition Regulation, Executive Orders, DOI Departmental Manual, and other federal regulations, to fit NPS programs.

- (a) Approves or disapproves Determination and Findings for interagency acquisition agreements that exceed \$500,000 under the Economy Act.
- (b) Ensures the mandatory training requirement of 40 hours is met prior to delegating authority for signature of agreements to contracting officers. This training may be NPS training or may be provided by an outside training facility.
- (c) Issues contracting officer warrants with delegated authority for signature of agreements.

2. **WASO Directorate**

On a case-by-case basis, may sign multi-regional memoranda of understanding that involve matters affecting more than one region.

9.8 **Superintendent/Service Center Manager/Administrative Program Centers Manager**

Signs memoranda of understanding that provide for mutual understanding only for areas in which they have responsibility.

9.9 Contracting Officer with Level III or Higher Warrant with Agreements Training

1. Determines the proper agreement instrument to use.
2. Reviews agreement and modification documentation to ensure that the information is complete (i.e., legislative authority, complete statement of work, listing of NPS and partner's contributions, substantial involvement, and funding information).
3. Ensures that agreements are not used to circumvent applicable federal acquisition laws or regulations and the CFR and are in compliance with the Federal Grant and Cooperative Agreement Act of 1977, OMB Circulars, Federal Acquisition Regulation, Executive Orders, and Departmental and NPS regulations and requirements.
4. Reviews Determinations and Findings Requirements for proposed interagency acquisition agreements under the Economy Act that obligate NPS funds. For actions exceeding \$500,000, obtains legal review and final approval or disapproval from the Chief, NPS Contracting Office, WASO.
5. Assists program managers or agreements technical representative with the development of the statements of work for agreements and modifications.
6. When appropriate, seeks competition for cooperative agreements to the maximum extent practicable. Awards cooperative agreements without the benefit of competition only where the program manager or key official makes a determination, in writing, that competition is not deemed appropriate for a particular project. The contracting officer must approve the determination that justifies a non-competitive award is in the best interest of the NPS. Reasons for non-competitive awards may include, but are not necessarily limited to, the following:
 - (a) Statutory authority which directs the award to a specific recipient.
 - (b) Strong rationale explaining why the recipient is the only entity that can undertake the proposed activities.
 - (c) The cooperative agreement is for the continuation of work started under a previous cooperative agreement.

7. If competition is required, the contracting officer ensures that the cooperative agreement requirement is publicized as follows:
 - (a) In *grants.gov* or
 - (b) The Federal Register (*See the DOI Departmental Manual, Section 507*).
8. Negotiates cooperative agreements.
9. Ensures that all agreements and modifications are in compliance with Director's Order 20 and contain the essential elements contained in this handbook. In the case of agreements where the NPS functions as the requesting agency, or when another federal agency initiates the action, that federal agency's format may be used; however, the document must meet NPS essential requirements.
10. Ensures that all cooperative agreements are forwarded to the solicitor's office for legal sufficiency review. This does not include modifications or task agreements.
11. Ensures Form DI-2010, "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, Lobbying" form, and other necessary forms are completed and placed in the agreement file for each cooperative agreement.
12. Appoints NPS agreements technical representative and delegates payment approval responsibilities (approving officials) to the agreement with written authorities and responsibilities. In the absence of a delegated approving official, the contracting officer is the only person authorized to approve payments. A sample key official delegation letter is provided in Attachment 9.1.
13. Signs agreements within delegated authority. For agreements, the contracting officer must possess a Level III or higher warrant (unless grandfathered as a Level IIB prior to January 1, 2006) and have attended 40 hours of agreements training. Consideration must be given to the cumulative value of the agreement when exercising signature authority. If the life of an agreement is five years and has the potential to exceed the contracting officer's warrant authority, it should be signed by a contracting officer with a warrant level commensurate with the value of the agreement.
14. Distributes a copy of agreements and/or modifications to the Accounting Operations Center, recipient, program manager, and/or agreements technical representative.
15. In conjunction with the program manager and/or key official, administers agreements. Ensures that all invoices, deliverables, and reports are submitted in accordance with the terms and conditions of the agreement.

16. Prepares and submits reports and other data pertaining to the agreement, when necessary, to respond to audits, congressional inquiries, General Accounting Office requests, and other requests.
17. Transfers information from the “Application for Federal Assistance,” SF-424, cooperative agreements, and modifications to the Federal Assistance Award Data System in the established reporting system. The contracting officer uses the information from the SF-424, which is completed by the recipient, to complete the Federal Assistance Award Data System report.
18. Maintains centralized files and records on all agreements and modifications that are signed by contracting officers for a minimum of six years and three months after final closeout of the agreement. Ensures that the files include all necessary forms and documentation. Consultation with the Washington Administrative Program Center’s Records Officer, (202) 354-1908, should occur after this period has expired or until a new Records Disposition Schedule is updated. The current Records Disposition Schedule is dated May 2003 and is still in the process of being revised. The May 2003 Disposition Schedule can be accessed at: <http://data2int.itc.nps.gov/wapc/records/nps19app-b.pdf>, under NPS-19, Appendix B (Rev. 5-03).
19. Requires that the recipients of federal funds maintain adequate records to permit audit or review by the Secretary, the Inspector General, the Comptroller General, or other authorized representatives.
20. Ensures that procedures are in place for electronic payments under agreements through the Accounting Operations Center.
21. Processes all closeout notices received by the program manager or agreements technical representative. (*See Chapter 4, Attachment 4.12, for closeout checklist.*)

9.10 **Program Manager or Agreements Technical Representative**

1. Attends an initial 24 hour agreements training course and an eight hour refresher every three years thereafter. Prior to being designated as an agreements technical representative on a cooperative agreement, you must attend a minimum of 24 hours of mandatory cooperative agreement training. The training will be recorded in the NPS warrant and training certification database located on the NPS acquisition website.
2. Ensures that a cooperative agreement program description is published in the *Catalog of Federal Domestic Assistance*, when necessary, and submits a copy of the advertisement to the contracting officer.

3. Prepares a procurement request for agreements and modifications and submits through the budget office to the contracting officer. All procurement requests must be approved by a budget or certifying funds official.
4. Develops draft agreements and modifications, which includes preparing the statement of work, the Determination and Findings Requirement (for interagency acquisition agreements), the justification for a non-competitive agreement, and other pertinent information, for negotiating the agreement. Determines and includes in the draft agreement the appropriate legislative authority for entering into agreement.
5. If necessary, develops the proposed evaluation criteria in consultation with the contracting officer for evaluating technical proposal(s). Recommends individual members to serve on the technical evaluation committee. Evaluates technical proposal(s), and develops the technical evaluation committee report with technical scores and rationale to support such scores.
6. Ensures that the recipient completes the SF-424 for cooperative agreements. This document must be signed by the recipient and attached to the agreement. The contracting officer transfers the information on the awards of cooperative agreements to the Federal Assistance Award Data System (FAADS), in the established reporting system (See Chapter 4, Paragraph 4.11).
7. Assists the recipient in the technical aspects of the project by participating in decision-making activities, ensuring that all project deliverables are in accordance with the time frames established, and that the contracting officer is kept informed of any problems, in writing.
8. Works with the contracting officer to ensure that all required reports are submitted in accordance with the terms and conditions of the agreement and applicable regulations.
9. Documents financial and technical activities, obtains required approvals, participates in site visits when necessary, and informs the contracting officer, in writing, of potential problems.

10. Ensures that the SF-270 or the SF-271 and the expenditure reports (in the case of advance payments) are submitted by the recipient under the terms of the cooperative agreement. The contracting officer forwards the form to the program manager or key official to certify as the “authorized approving official.” The program manager or agreements technical representative reviews the form and recommends payment or nonpayment as applicable. If payment is approved, the form is then forwarded to Accounting Operations Center for payment with an identical copy to the contracting officer for placement in the official file folder. If payment is disapproved, the program manager or agreements technical representative must provide rationale for disapproval to the contracting officer. The contracting officer forwards the rationale to the cooperator.
11. Assists the Property Management Office with the disposal of accountable property under agreements in accordance with 43 CFR Part 12. Monitors and conducts an annual inventory of Federal Government-furnished property in the possession of the recipient.
12. Prepares and provides the contracting officer with one copy (electronic preferred) of the one-page abstract of the final reports resulting from the agreement and forwards it to Denver Service Center (DSC-PGT), Attention: Chief, Technical Information Center, 12795 West Alameda Parkway, Lakewood, Colorado 80228.
13. Submits to the contracting officer closeout notification for all agreements following the completion or termination of the project.

9.11 **Property Office**

Maintains the Bureau’s accountable property records for property furnished by the NPS under agreements, and for disposing of excess property acquired under agreements.

9.12 **Partnership Office**

Reviews and provides technical assistance with regard to agreements relating to fundraising campaigns that require the Director’s approval.

9.13 **Office of Policy**

Reviews and provides technical assistance with regard to agreements (other than fundraising) intended for signature by the Director.

9.14 **Accounting Operations Center**

Ensures invoices and expenditure reports are reviewed for accuracy, and payments are processed in a timely manner in accordance with the terms and conditions of the agreement.



National Park Service
U.S. Department of the Interior

Pacific West
Regional Office
Oakland

ATTACHMENT 9.1
1111 Jackson Street
Suite 700
Oakland, CA 94607
510-817-1331 phone
510-817-1328 fax

PACIFIC WEST REGIONAL OFFICE Memorandum

March 14, 2006

To: Daniel Sarr, Klamath I&M Network Coordinator

From: Theresa Fisher, Contracting Officer

Reference: Task Agreement J9W88040009 to Southern Oregon University for Technical Support of the Klamath Network I&M Program

SUBJECT: Appointment as Agreements Technical Representative (ATR)

You are hereby appointed as the agreements technical representative for the above-referenced task agreement. Your appointment will remain in effect for the life of the agreement unless:

1. The appointment is terminated in writing by the undersigned or an authorized successor.
2. You are reassigned with a change of duties.
3. Your employment with the National Park Service is terminated.

You have the authority to represent me in all technical matters that arise under this task agreement. Your responsibilities include:

4. Keeping a complete file of the task agreement. Examples of records include:
 - (a) Signed (may be electronic) document and any subsequent modifications
 - (b) Documents supporting modifications
 - (c) ATR appointment and acknowledgment
 - (d) Correspondence
 - (e) Progress reports and any other deliverables
 - (f) Record of payments
 - (g) Any other documents on where action was taken or that reflect actions by the contracting officer pertinent to the agreement
 - (h) Documentation of completion
5. Familiarizing yourself with the terms and conditions of the agreement.
6. Remaining aware of each party's efforts and progress, including the technical progress toward meeting mutual goals and discussing these matters with the cooperator's representative as appropriate.
7. Ensuring that reporting requirements (performance, which may include quarterly progress reports, in accordance with OMB Circular, and financial) are submitted as set forth in the task agreement.

ATTACHMENT 9.1

8. Reviewing cooperator's progress reporting to determine if there has been technical and/or physical progress commensurate with the level of expenditure and consistent with the agreement plan of work.
9. Responding to the cooperator's inquiries on technical aspects of the agreement.
10. Reviewing proposed changes and other requests requiring prior approval and providing a written justification and recommendation for approval of such changes or requests to me for appropriate action. Recommendations should include, as applicable, justification for the change, cost estimate, cost reasonableness, and time analysis. Submission of an approved purchase request is required for any modifications.
11. Reviewing and recommending payment actions on billings submitted by the cooperator.
12. Advising me of any unusual problems affecting the progress or cost under the agreement.
13. Notifying me in writing when all terms and conditions of the agreement have been met.

Notwithstanding the authorities and responsibilities above, you:

14. May not redelegate any aspect of your authority to any other person;
15. May not change any of the terms and conditions or sign any modification or notice of intent;
16. May not obligate, in any way, the payment of money by the NPS;
17. May not cause the cooperator to incur any costs not otherwise covered by the agreement with the expectation that such cost will be reimbursed by the NPS; and,
18. May not terminate the agreement or the cooperator's rights to proceed with performance.

The purpose of this appointment memorandum is to ensure that the agreement is performed in strict accordance with terms agreed to by both parties and to provide quality administration. Please do not hesitate to contact me via e-mail at theresa_fisher@nps.gov or phone at 510-817-1331 for guidance in the event you are in doubt about the extent of your authority or for any circumstances not covered by this appointment.

Should you engage in an extended temporary absence, you may designate an acting agreements technical representative for the duration of your absence. This designation should be addressed to the cooperator with a copy to me.

Forward copies of all correspondence initiated by you to me and otherwise keep me informed of the activities under this agreement. Be sure to document and include any oral discussions of a significant nature. Please sign and return the Acknowledgment of Receipt on the following page (only) to my attention.

Sincerely,

/s/ Theresa A. Fisher

Theresa A. Fisher
Contracting Officer

cc: Elizabeth Sunitsch – SOU (No acknowledgment required)

ACKNOWLEDGEMENT

Contracting Officer
National Park Service
Pacific West Regional Office
1111 Jackson St., Suite 700
Oakland, CA 94607

Dear Ms. Fisher:

ACKNOWLEDGEMENT OF RECEIPT for Appointment as Agreement Technical Representative (ATR), Task Agreement J9W88040009, Southern Oregon University, Technical Support of the Klamath Network I&M Program. I certify that I have read the terms and conditions of the task agreement and understand my responsibilities and limitations as the ATR.

By: _____

Title: _____

Date: _____



National Park Service
U.S. Department of the Interior

Pacific West
Regional Office
Oakland

1111 Jackson Street
Suite 700
Oakland, CA 94607
510-817-1331 phone
510-817-1328 fax

PACIFIC WEST REGIONAL OFFICE Memorandum

May 1, 2007

To: Bryan Hamilton, Biologist, Great Basin NP

From: Theresa Fisher, Contracting Officer, PWRO-Oakland

Reference: Task Agreement J0001070001, The Student Conservation Association

Subject: Appointment as Agreement Technical Representative

This memo serves as your appointment as the Agreement Technical Representative (ATR) for the above-referenced task agreement for a Cultural Resources Conservation Associate. Your appointment will remain in effect for the life of the task agreement unless:

- The appointment is terminated in writing by the undersigned or an authorized successor.
- You are reassigned with a change of duties.
- Your employment with the National Park Service is terminated.

You have the authority to represent me for all technical matters that arise under this document. Your responsibilities include:

- Keeping a complete file of the task agreement. Examples of records normally contained:
 - Signed (may be electronic) document and any subsequent modifications.
 - Documents supporting modifications
 - ATR appointment and acknowledgment
 - Correspondence
 - Progress reports and any other deliverables
 - Record of payments
 - Any other documents on which action was taken or that reflect actions by the contracting office pertinent to the agreement
 - Documentation of completion
- Familiarizing yourself with the terms and conditions of the task agreement and cooperative agreement under which it was awarded.
- Remaining aware of each party's efforts and progress toward meeting goals and discussing these matters with SCA's representative as appropriate.
- Ensuring that reporting requirements (performance, which may include quarterly progress reports, in accordance with OMB Circulars, and financial) are submitted as set forth in the task agreement.

- Reviewing any requested SCA progress reports to determine if there has been technical and/or physical progress commensurate with the level of expenditure and consistent with the task agreement plan of work.
- Responding to the SCA's inquiries on technical aspects of the task agreement.
- Reviewing proposed changes and other requests requiring prior approval and providing a written justification and recommendation for approval of such changes or requests to me for appropriate action. Recommendations should include, as applicable, justification for the change, cost estimate, cost reasonableness, and time analysis. Submission of an approved Purchase Request to your servicing contracting office is required for any modification.
- Reviewing and recommending payment actions on billings submitted by SCA.
- Advising me of any unusual problems affecting the progress or cost under the task agreement.
- Notifying me in writing when all terms and conditions of the task agreement have been met.

Notwithstanding the authorities and responsibilities above, you:

- May not redelegate any aspect of your authority to any other person;
- May not change any of the terms and conditions or sign any modification or notice of intent;
- May not obligate, in any way, the payment of money by the NPS;
- May not cause SCA to incur any costs not otherwise covered by the task agreement with the expectation that such cost will be reimbursed by the NPS; and,
- May not terminate the task agreement or SCA's rights to proceed with performance.

The purpose of this appointment memo is to ensure that the agreement is performed in strict accordance with terms agreed to by both parties and to provide quality administration. Please do not hesitate to contact me via email at theresa_fisher@nps.gov or phone at 510-817-1331 for guidance in the event you are in doubt about the extent of your authority or for any circumstances not covered by this appointment.

Should you engage in an extended temporary absence, you may designate an Acting ATR for the duration of your absence. This designation should be addressed to SCA with a copy to me.

Send me a copy of all correspondence initiated by you relating to this task agreement and otherwise keep me informed of the activities. Be sure to document and include any oral discussions of a significant nature.

I have attached a list of Frequently Asked Questions to assist you in the administration of this task agreement. Please sign and return the Acknowledgment of Receipt on the following page (only) to my attention.

Sincerely,

/s/ Theresa A. Fisher

Theresa A. Fisher
Contracting Officer

Enclosures
cc: SCA (No acknowledgment required)

ACKNOWLEDGMENT

Contracting Officer
National Park Service
Pacific West Regional Office
1111 Jackson St., Suite 700
Oakland, CA 94607

Dear Ms. Fisher:

I hereby acknowledge receipt for Appointment as Agreement Technical Representative, Task Agreement Jxxxxxxxxx to The Student Conservation Corps and certify that I have read the terms and conditions of the task agreement and understand my responsibilities and limitations as the ATR.

By: _____
Title: _____
Date: _____

**STUDENT CONSERVATION ASSOCIATION
FREQUENTLY ASKED QUESTIONS**

ATTACHMENT 9.2

1. What to do if an SCA Leaves Early: or Starts Late

If an SCA leaves early you should contact at SCA: Larry Fenn at: 603-543-1700 and let Larry know the SCA left early. Also contact NPS Contracting Officer at xxx-xxx-xxxx. A modification will be required if the duration of the project, as referenced in Article III of the task agreement, needs revision.

2. What to do if you want to BACKFILL? And what does BACKFILL mean?

Backfill means refilling a position with another participant after the original SCA participant leaves. A SCA participant that may be working on another project in your park may be used to backfill for someone that left if the project has not been completed but only after contacting SCA, the NPS Contracting Officer, and after execution of a written modification to document the change. To accomplish this process you should: 1) Contact Larry Fenn at SCA at 603-543-1700, and 2) the Contracting Officer at xxx-xxx-xxxx or email at ron_eilefson@nps.gov and let them know that you want to make arrangements to backfill.

3. Where are invoices to be sent?

Invoices are to be sent by SCA to the contracting officer at the address referenced in Article V of the task agreement. The contracting officer will request your approval to pay. Upon receipt of your approval, payment is processed and forwarded to the Accounting Operations Center for electronic funds transfer. If the invoice is received at the park, please forward to the address shown in Article V. To expedite the payment process, please forward it with an approval to pay if the information is accurate. Approval may be in the form of written note accompanying the invoice or an "Approved for Payment" notation written directly on the invoice, signed & dated.

4. How do I review an invoice?

Billings are to be submitted monthly (or less frequently if the project duration is short or of a small dollar value) on a Standard Form (SF) 270, Request for Advance or Reimbursement, along with an attached breakdown in accordance with Article V of the task agreement. The breakdown SCA provides is in the form of their standard letterhead invoice. When looking at the SF270, review all the blocks paying particular attention to the period covered in Block 8 and the "Federal share now requested" in Block 11i. Ensure that the period does not precede or extend beyond the duration of the task agreement and that the dollar amount in Block 11i agrees with the "Agency Share Currently Due (This Invoice)" on the letterhead invoice. The letterhead invoice will include the participant's name and a categorical breakdown of expenses including subsistence, travel/uniform, housing, health insurance, recruiting & program support, and administration. Verify that the total charges billed are in accordance with the proposal/budget attached to the task agreement. The dollar amount billed must *never* exceed the dollar amount referenced in the task agreement. If there are any inaccuracies, contact the SCA Billing Coordinator referenced on the letterhead invoice to identify the problem(s) and communicate with the contracting officer to let him/her know this has been done.

5. What do I do if I feel the invoice is incorrect?

Let the contracting officer know in writing that there is a problem with the invoice and what the issues are with the invoice. The contracting officer will then contact the SCA and request a correction/revision.

6. How soon after an SCA leaves should we expect an invoice?

SCA usually submits an invoice about 30 days after the participant has left the assignment. If it has been longer than 40 days, contact the contracting officer at xxx-xxx-xxxx (name) and provide the “J” task agreement number. The contracting office will contact SCA and inquire about the billing.

7. What do I do if we there is remaining funding after receiving the final invoice?

The contracting officer will request verification that the project is complete after receipt of final invoice. Upon receipt of verification of completion and approval to pay final invoice, any remaining obligated funding will be deobligated without any necessary action on your part. If the dollars to be deobligated are in the fiscal year you are currently in they will roll back to your account. If they are in the previous fiscal year they will not roll back to your account.

8. What kind of changes need to be reported and why?

Because the language contained within the task agreement, including any attachments in Article VI, constitute the full and complete scope of work and understanding between the parties, any change, including nonfinancial changes, needs to be reported PRIOR to any change occurring. Doing work outside the scope of the task agreement is unauthorized. Examples of nonfinancial changes include period of performance, backfilling with a new participant, additional types of work, location of work, etc.

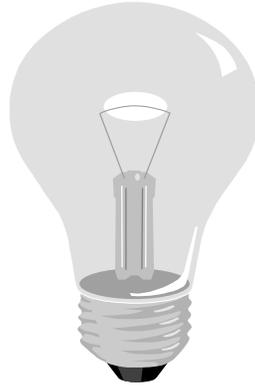
9. Who are the points of contact at SCA?

- (a) Agreements Coordinator: Sarah Miller Phone: 603-543-1700
Email: smiller@thesca.org
- (b) Program Representative, Northeast: Larry Fenn Phone: 603-543-1700 x 166
Email: Lfenn@thesca.org
- (c) Billing Manager: Kathy Gorman Phone: 603-543-1700
- (d) Customer Relations Carol Lighthall Phone: 603-543-1700 X:412
Email: clighthall@thesca.org
- (e) SCA Fax Number is 603-543-1758

10. Who are the points of contact at NPS?

- (a) Contracting Officer: _____ Phone: xxx-xxx-xxxx
Email: _____
- (b) Payments: Bob Maynard Phone: xxx-xxx-xxxx
Email: bob_maynard@nps.gov

IDEAS



**NPS Document
Numbering System**

This appendix prescribes the NPS document numbering system for cooperative agreements, interagency acquisition agreements, memoranda of agreement, and memoranda of understanding in accordance with the standard system developed for the Department of the Interior Electronic Acquisition System, Procurement Desktop (IDEAS-PD).

This numbering system is mandatory for all new agreements.

The requesting office will number the purchase request as follows:

	<u>Org Code</u>	<u>FY</u>	<u>Sequential Number</u>
R	{ <u>1 2 5 3</u> }	<u>0 6</u>	{ <u>0 0 0 1</u> }

The contracting office will maintain the requesting office initial purchase request number when completing the document only changing the prefix to match the correct document as follows:

G	—	Agreements (All Others)
H	—	Cooperative Agreements
F	—	Interagency Acquisition Agreements
J	—	Task Agreements

For example:	G1253060001	—	Memorandum of Agreement
	G1253060001	—	Memorandum of Understanding
	H1253060001	—	Cooperative Agreement
	F1253060001	—	Interagency Acquisition Agreement
	J1253060001	—	Task Agreement

Modifications will be sequentially numbered using a forward slash (/) as follows:

G1253060001/0001	—	Memorandum of Agreement, Modification 001
G1253060001/0001	—	Memorandum of Understanding, Modification 001
H1253060001/0001	—	Cooperative Agreement, Modification 001
F1253060001/0001	—	Interagency Acquisition Agreement, Modification 001
J1253060001/0001	—	Task Agreement, Modification 001

OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

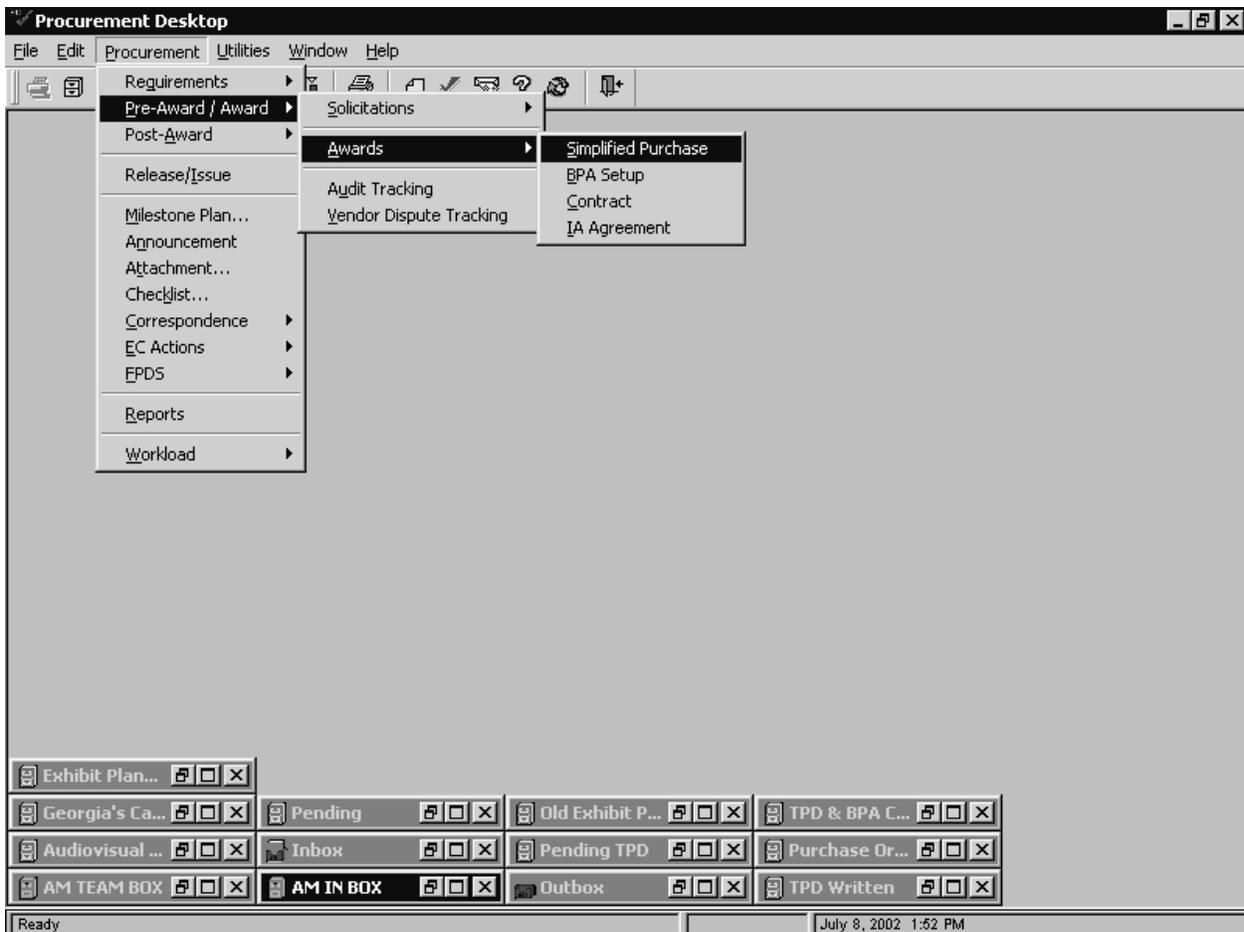
This appendix prescribes step-by-step instructions for obligating and awarding cooperative agreements, task agreements, and interagency acquisition agreements in Procurement Desktop (PD). Procurement Desktop is the Department of the Interior Electronic Acquisition System (IDEAS) software.

COOPERATIVE AGREEMENTS:

Cooperative Agreements may be “stand-alone” agreements or they may be larger agreements with tasks issued under the basic terms and conditions. Instructions for creating a stand-alone agreement and for creating the larger agreement with tasks under it are set forth below.

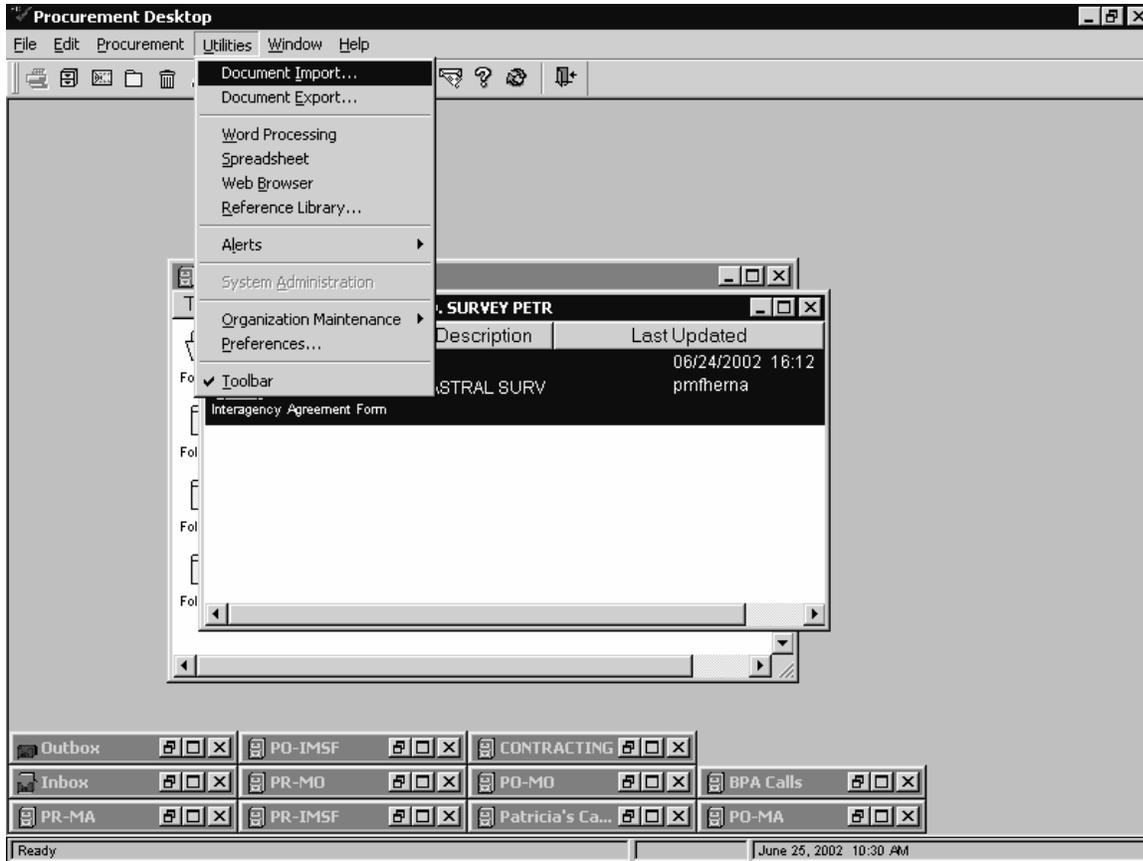
1. Stand-alone Agreement:

Create an Optional Form 347 by choosing “Procurement,” “Pre-Award/Award,” “Awards,” and then “Simplified Purchase.”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

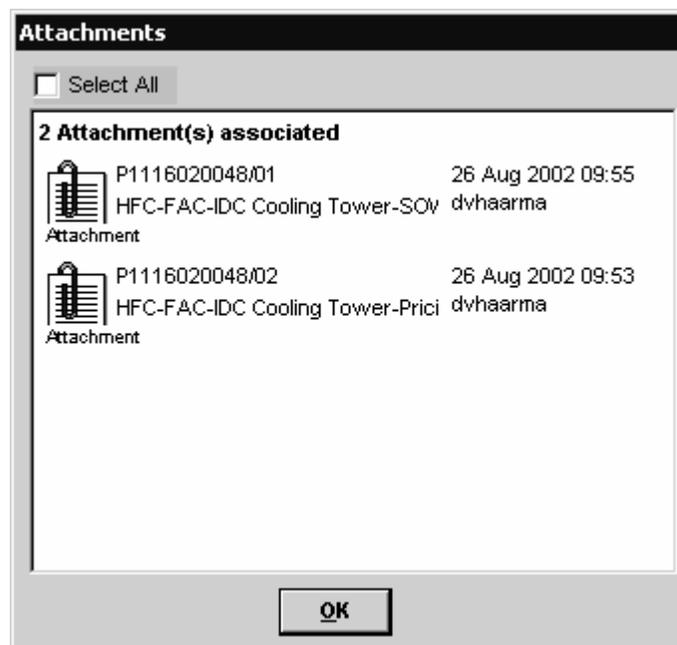
5. Attach a copy of the cooperative agreement to the OF-347. Go to “Utilities” and select “Document Import.” The document you are importing must be on a local drive or a disk; it cannot be on a shared network drive.



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

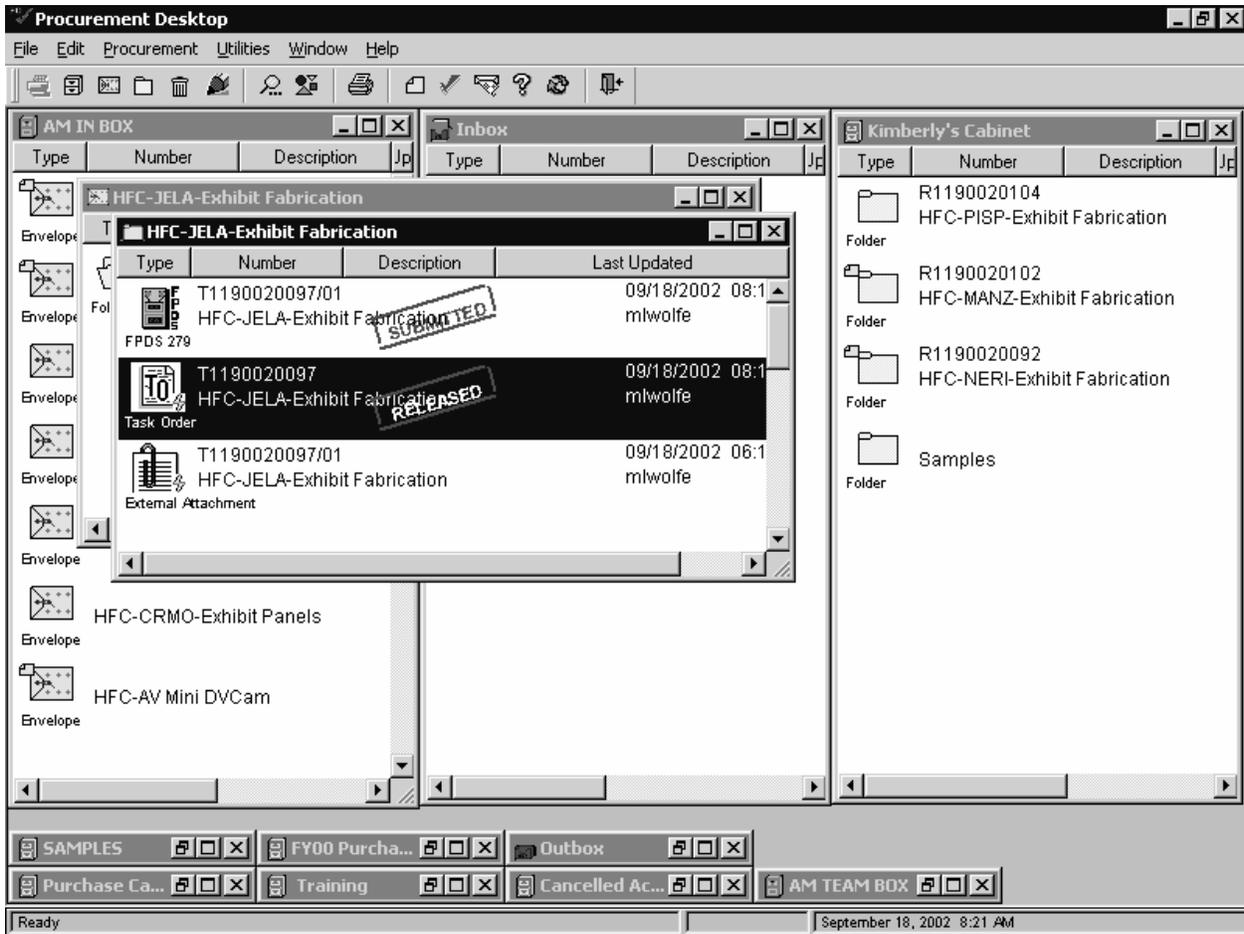
6. Validate your document for Electronic Commerce transmission by choosing “Procurement,” “EC Actions,” and then “EC Validate.”
7. Once the document has passed EC Validation, electronically submit by choosing “Procurement,” “EC Actions,” and then “EC Submit.”

You will be prompted for the document(s) that you want to attach to your award document. Highlight all that you want to attach or check the “select all” box if this applies.



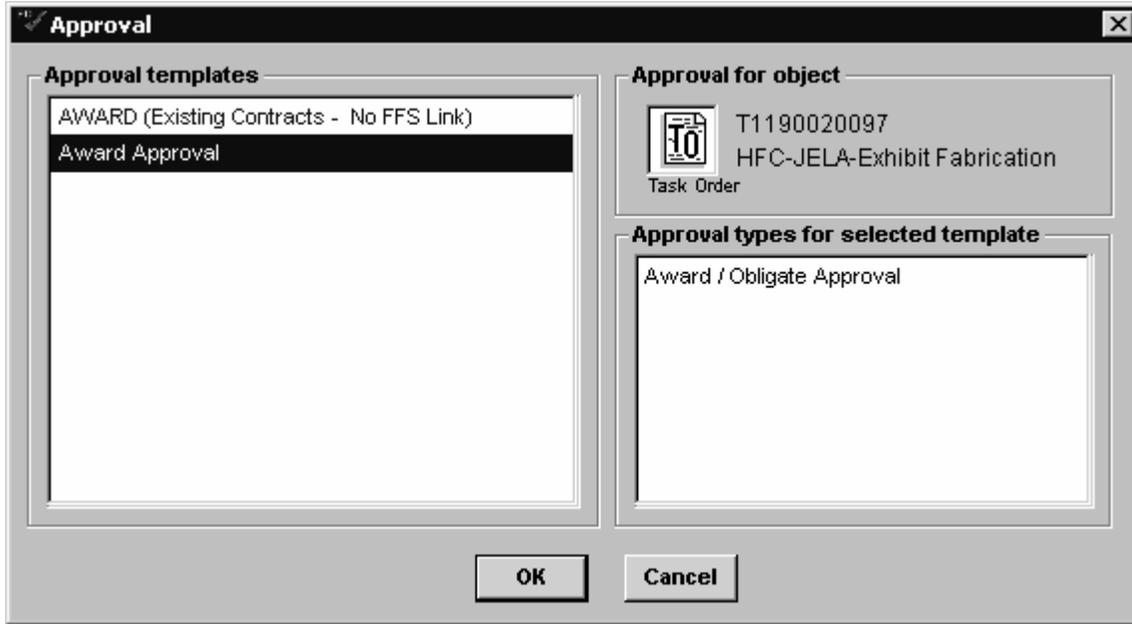
OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

- Once you click okay, you document(s) will be issued and electronically awarded. A yellow lightning bolt will appear beside the document(s) that were submitted.

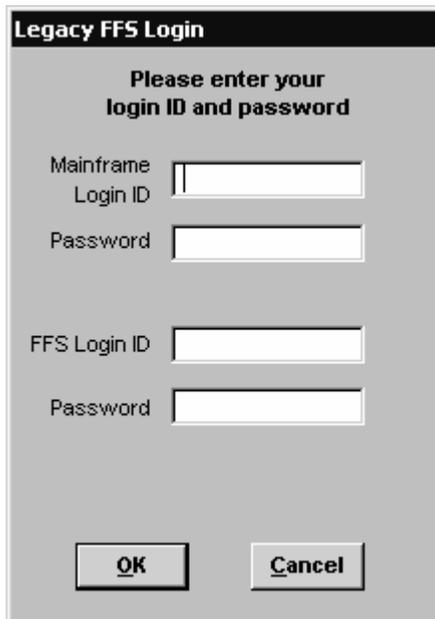


OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

9. Approve using the “Award Approval” option.



You will be prompted for your USGS and FFS Logins in order to make the award. When the award is going through you will then be prompted for your SEC1 Code (this is the acronym for your Region/Park).

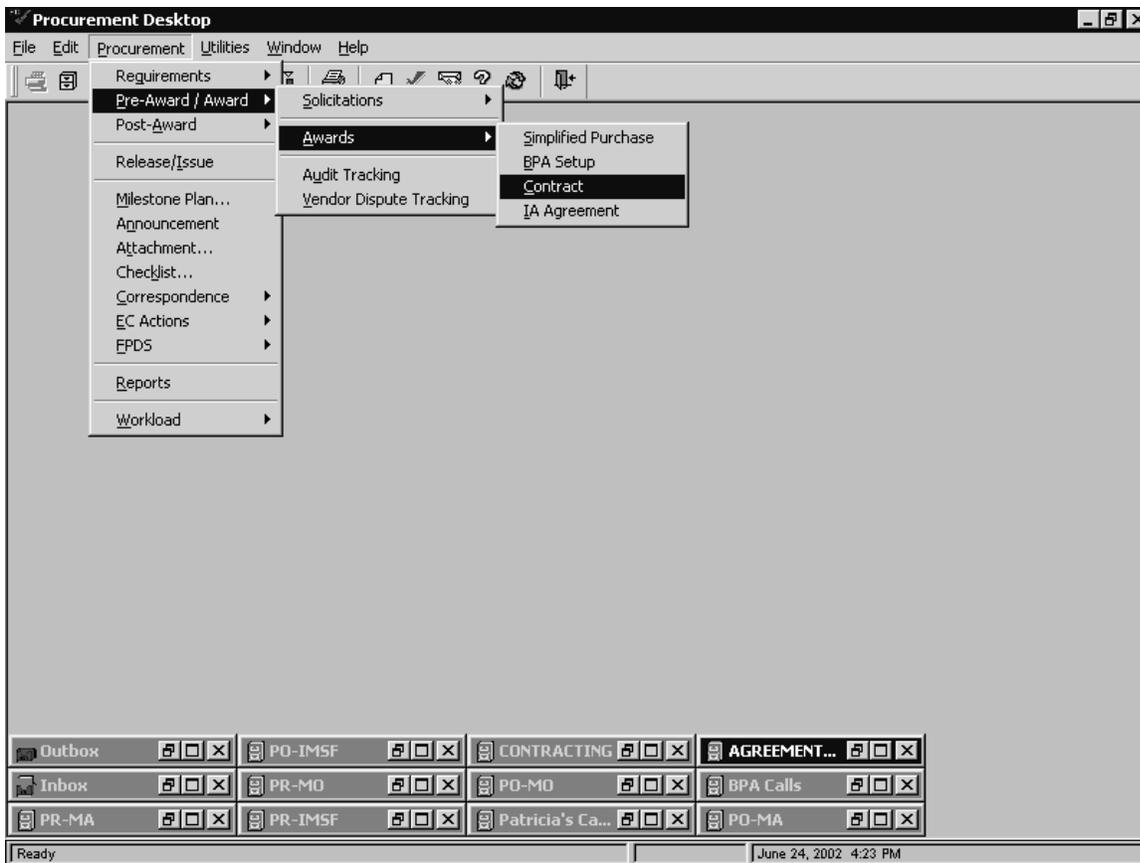


OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

COOPERATIVE AGREEMENTS WITH TASK AGREEMENTS:

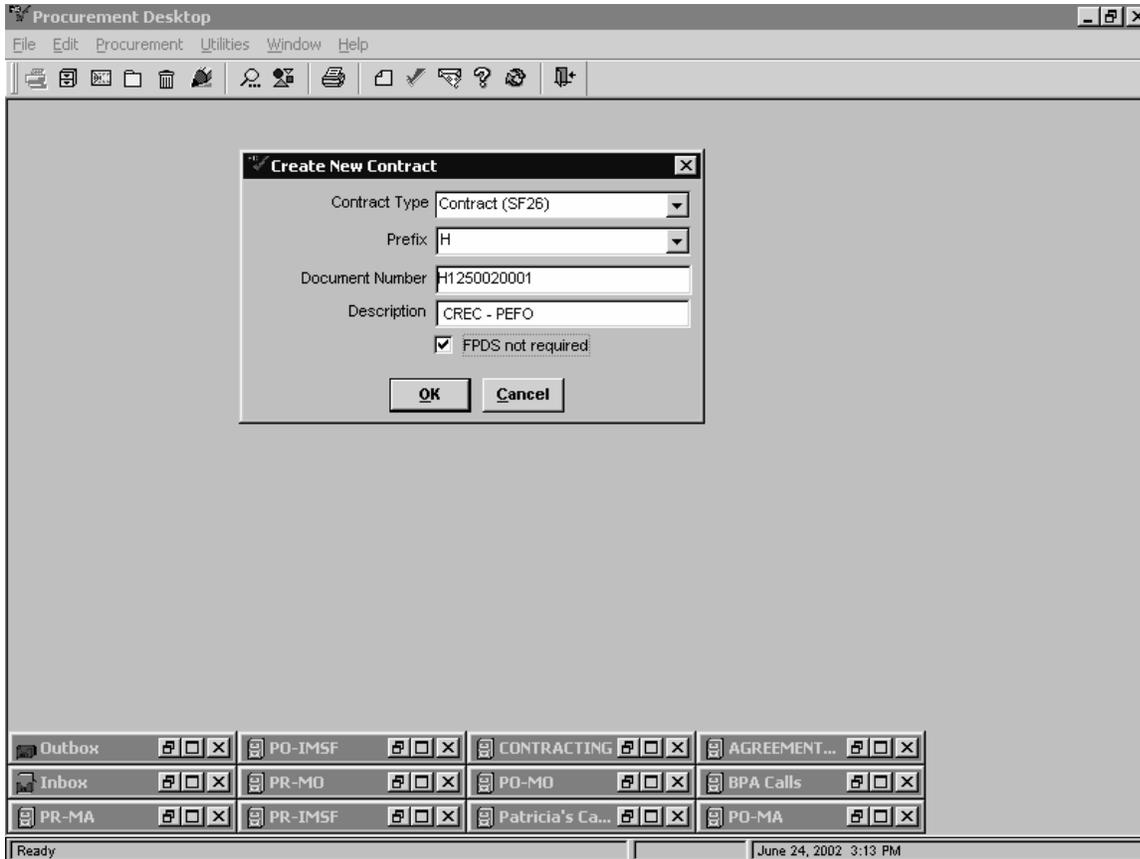
USE THESE INSTRUCTIONS WHEN YOU ARE ISSUING TASK AGREEMENTS TO OBLIGATE FUNDS.

1. Create a Standard Form 26, Contract, by choosing “Procurement,” “Pre-Award/Award,” “Awards,” “Contract.”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

- | | <u>Org Code</u> | <u>FY</u> | <u>Sequential Number</u> |
|-------------------------------------------------------------|-----------------------------------------|-------------------|-----------------------------------------|
| 2. Cooperative agreements are numbered as follows: H | { <u>1</u> <u>2</u> <u>5</u> <u>3</u> } | <u>0</u> <u>6</u> | { <u>0</u> <u>0</u> <u>0</u> <u>1</u> } |
| Numbering of the OF-347 is the same. | | | |
| 3. Choose the option “FPDS NOT REQUIRED.” | | | |



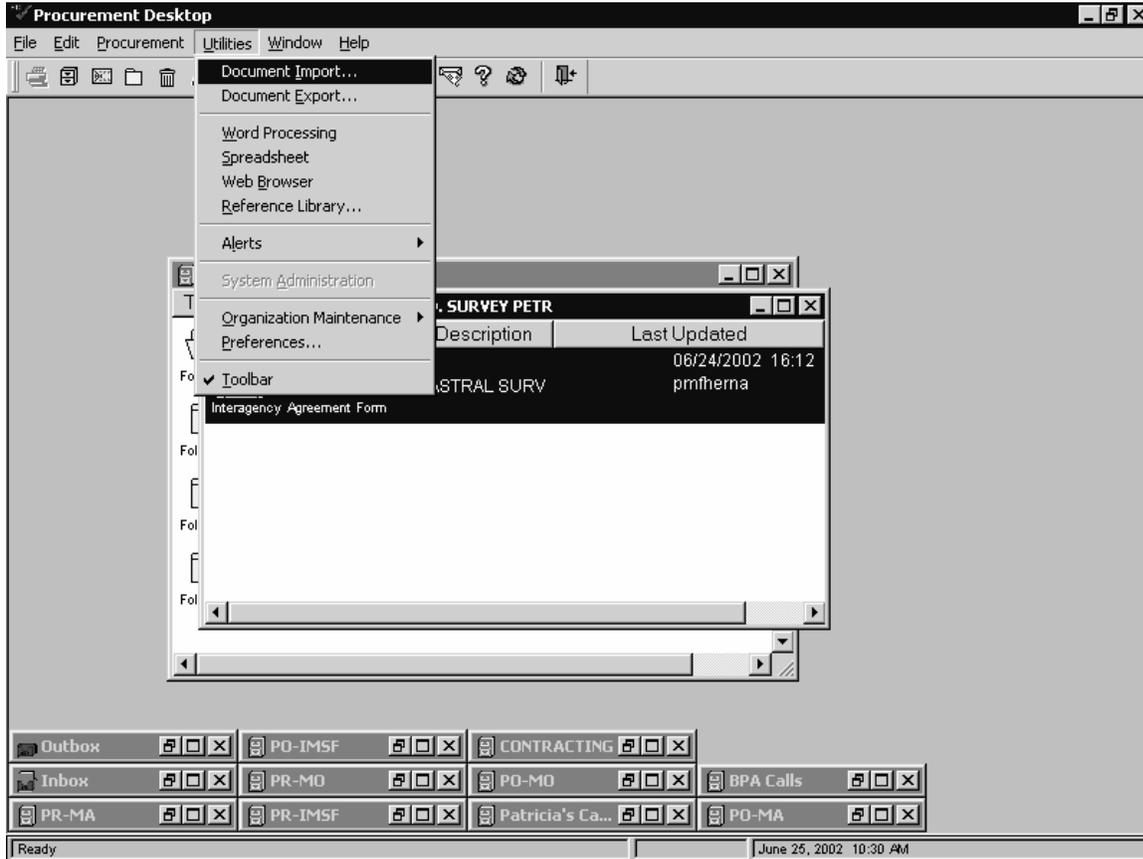
4. You should complete the entire document. This document will be used as a document to create and obligate task agreements against the cooperative agreement. On the SF-26 the items required to be completed are:

- Item 2, “Contract Number.”
- Item 5, “Issued By.”
- Item 7, “Name and Address of Contractor.”
- Item 12, “Payment will be made by.”

Line Item Description: In this block you can type in a statement such as “Informational document for Cooperative Agreement Number H _____. See attached cooperative agreement for more information.”

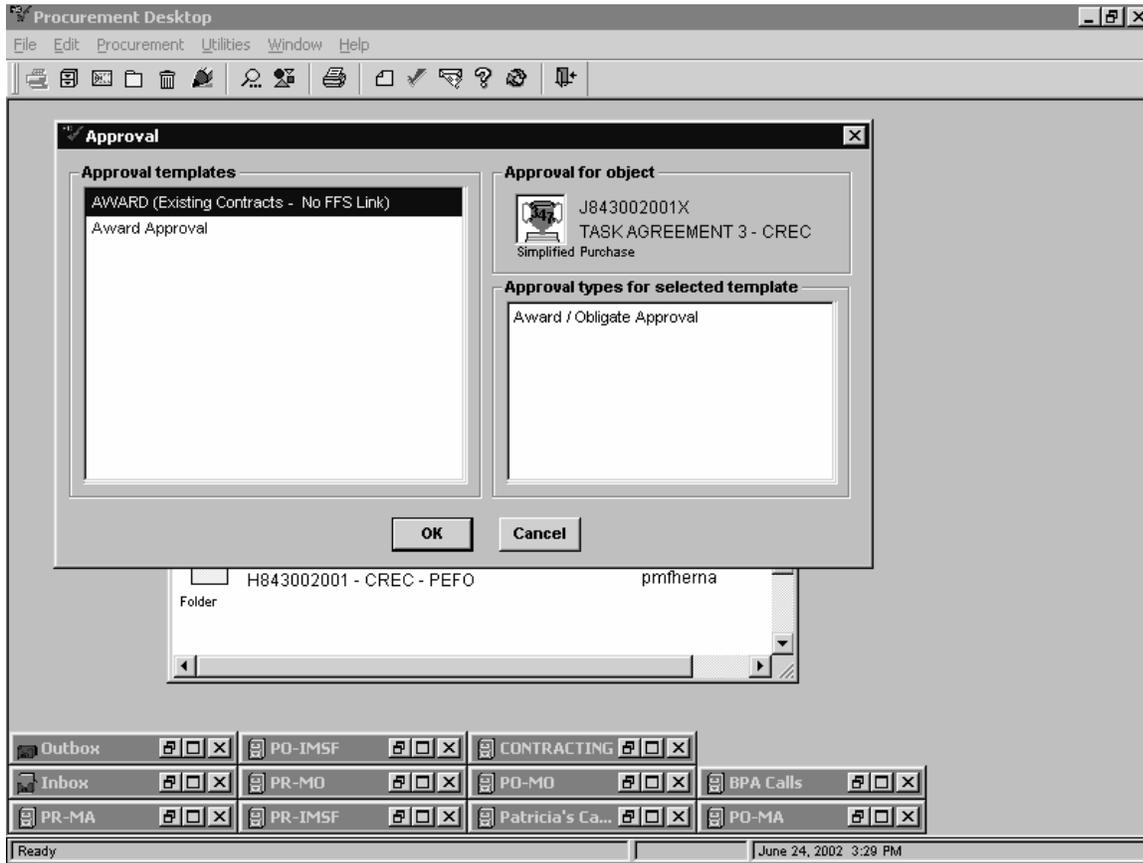
OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

- Attach a copy of the cooperative agreement to the SF-26. Go to “Utilities” and select “Document Import.” The document you are importing must be on a local drive or a disk; it cannot be on a shared network drive.



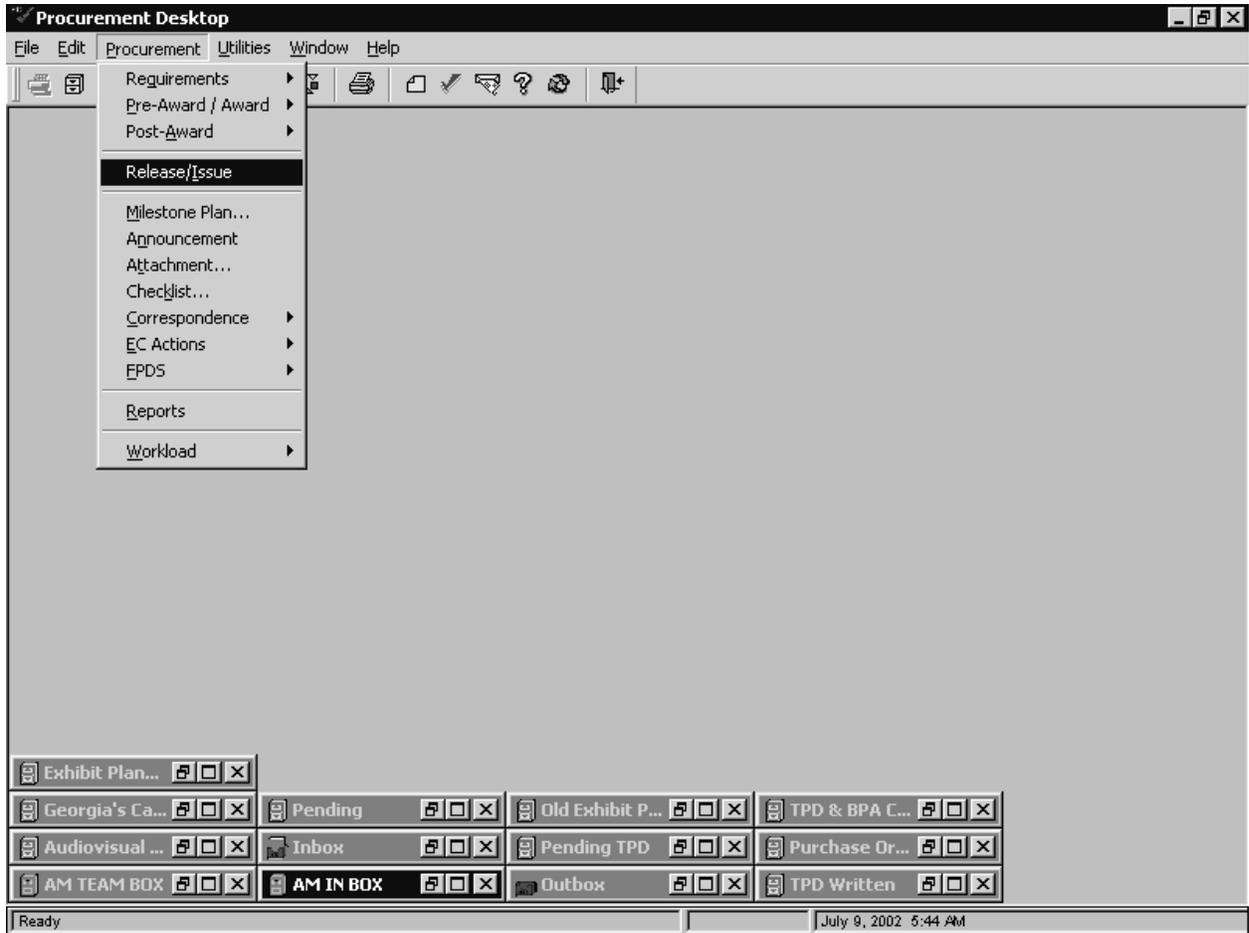
OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

6. Approve the document using “AWARD (Existing Contracts – No FFS Link).”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

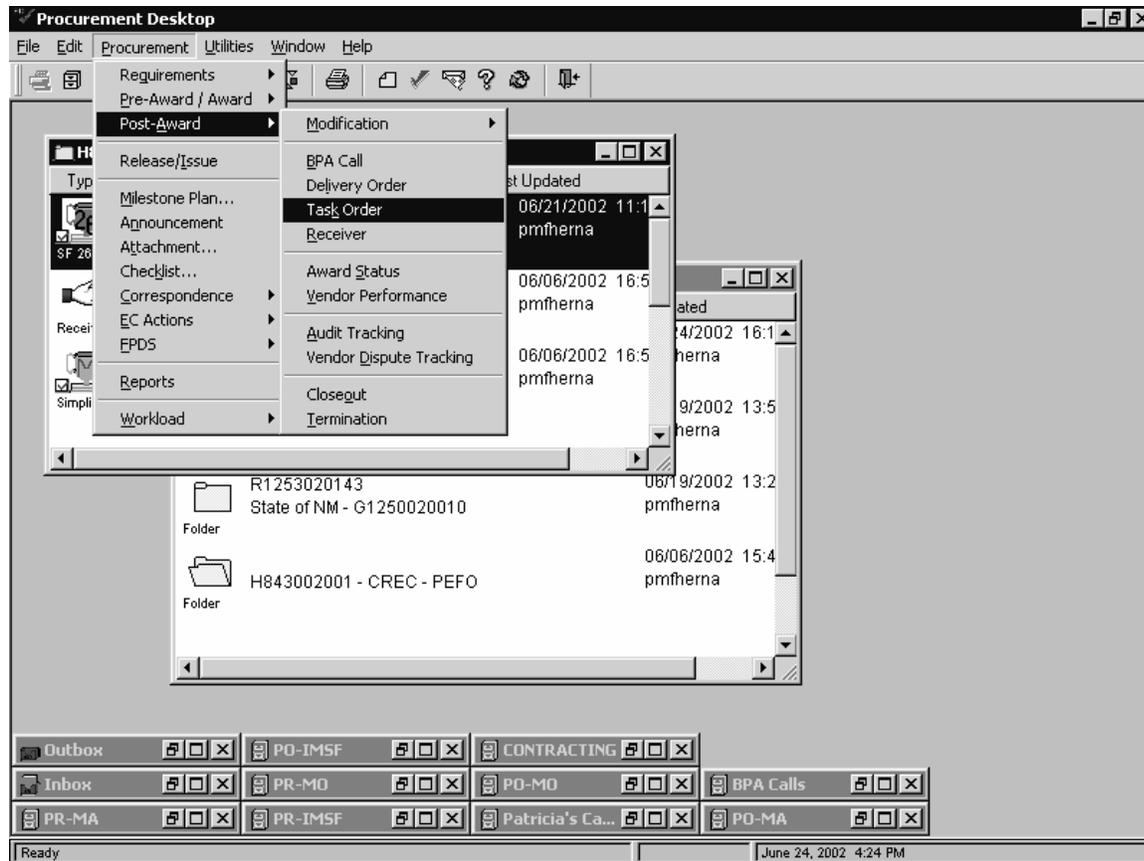
7. Release the document by choosing “Procurement” and then “Release/Issue.”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

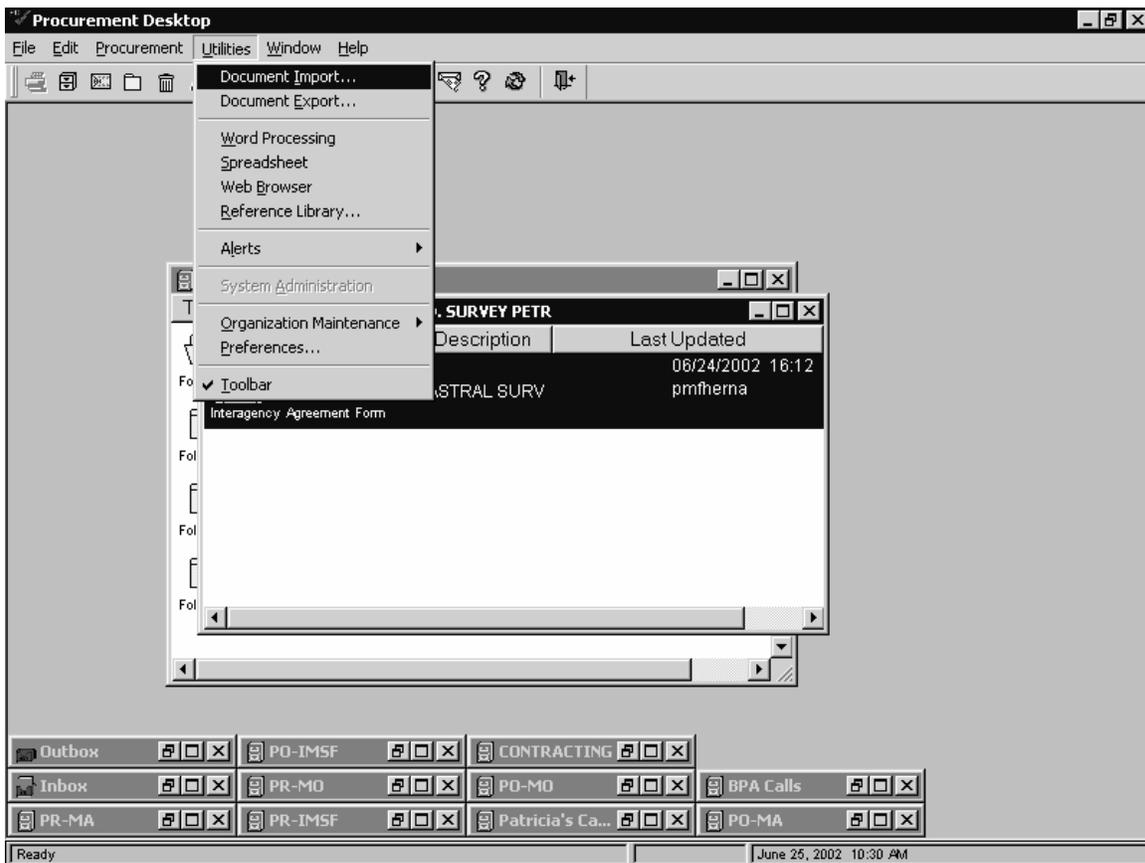
TO CREATE A TASK AGREEMENT AFTER CREATING THE SF-26:

1. Highlight the SF-26, Contract, you created for the cooperative agreement. Choose “Procurement,” “Post-Award,” and “Task Order.”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

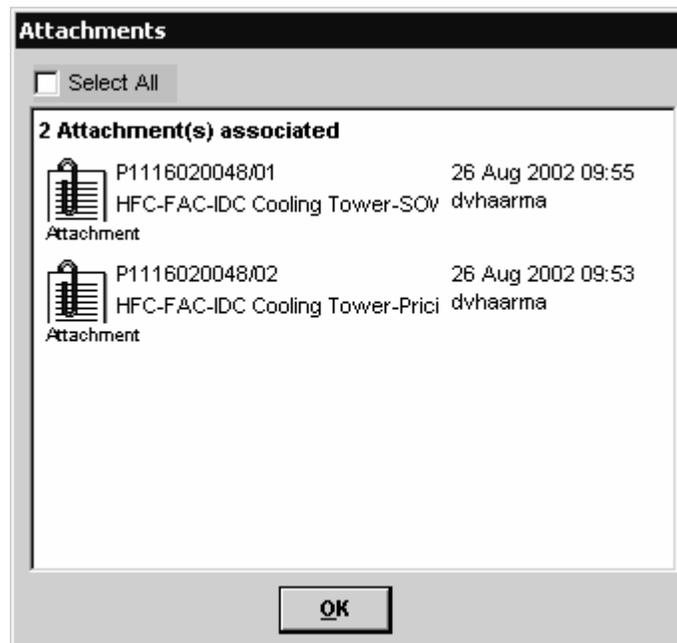
5. Attach a copy of the cooperative agreement to the OF-347. Go to “Utilities” and select “Document Import.” The document you are importing must be on a local drive or a disk; it cannot be on a shared network drive.



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

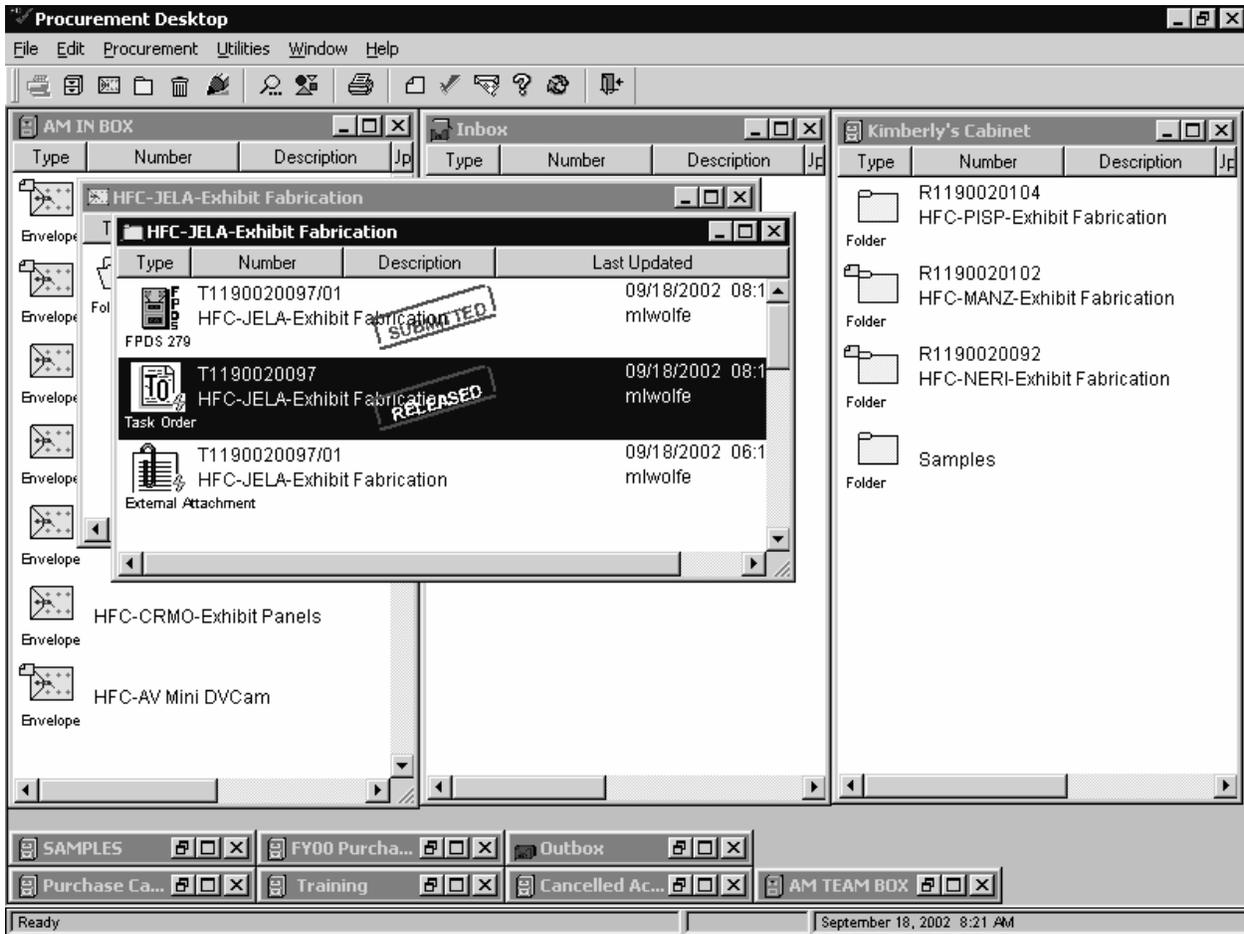
6. Validate your document for Electronic Commerce transmission by choosing “Procurement,” “EC Actions,” and then “EC Validate.”
7. Once the document has passed EC Validation, electronically submit by choosing “Procurement,” “EC Actions,” and then “EC Submit.”

You will be prompted for the document(s) that you want to attach to your award document. Highlight all that you want to attach or check the “select all” box if this applies.



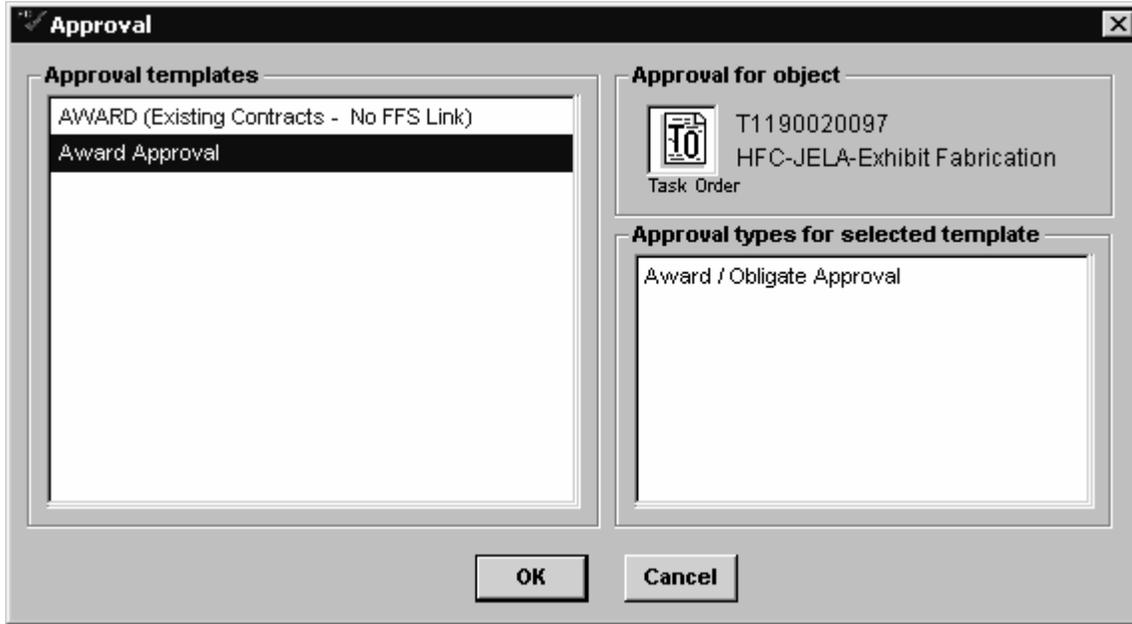
OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

- Once you click okay, you document(s) will be issued and electronically awarded. A yellow lightning bolt will appear beside the document(s) that were submitted.

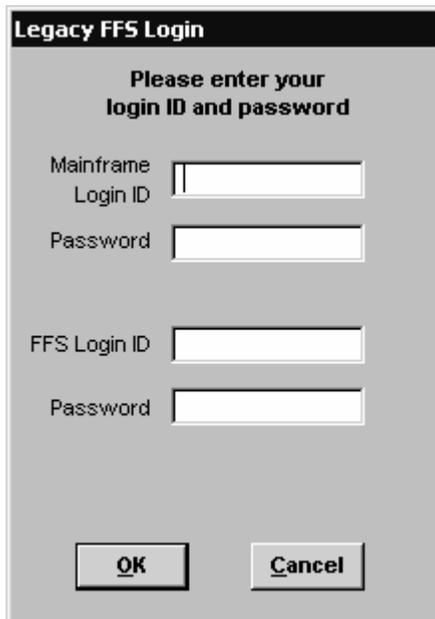


OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

9. Approve using the “Award Approval” option.



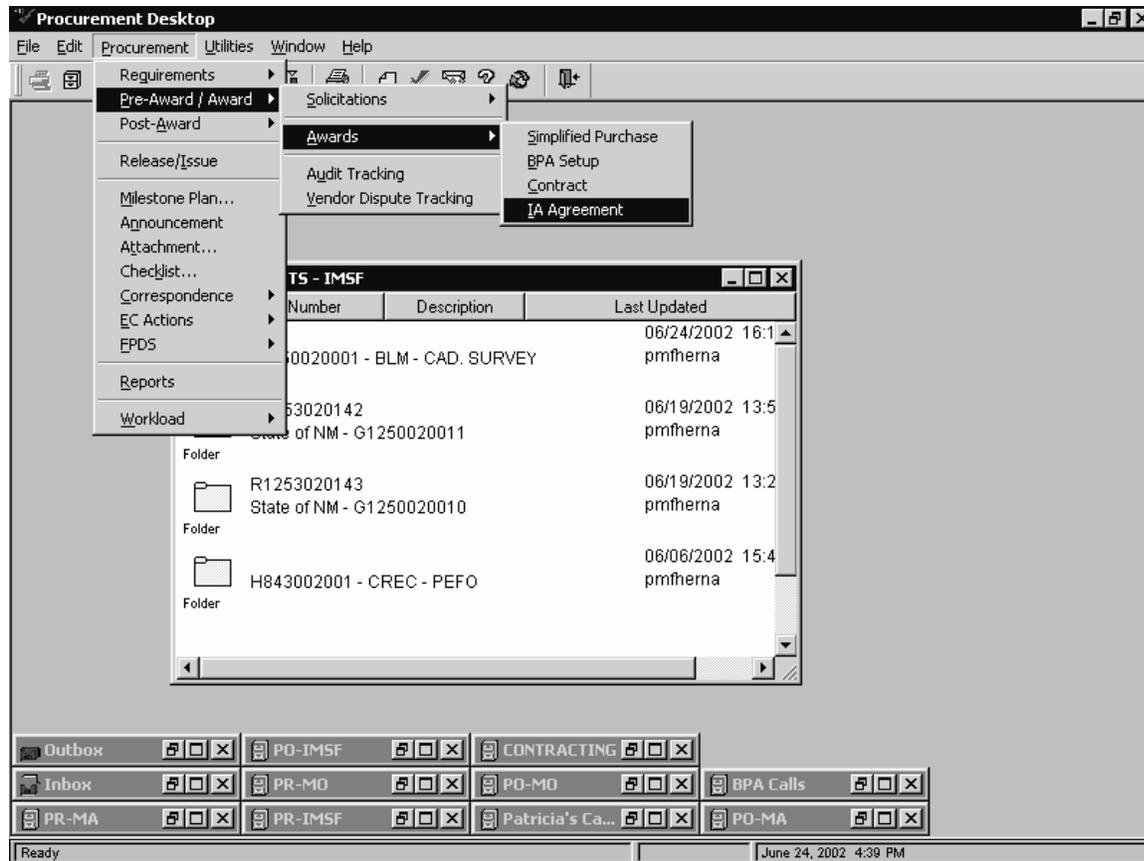
You will be prompted for your USGS and FFS Logins in order to make the award. When the award is going through you will then be prompted for your SEC1 Code (this is the acronym for your Region/Park).



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

INTERAGENCY ACQUISITION AGREEMENTS:

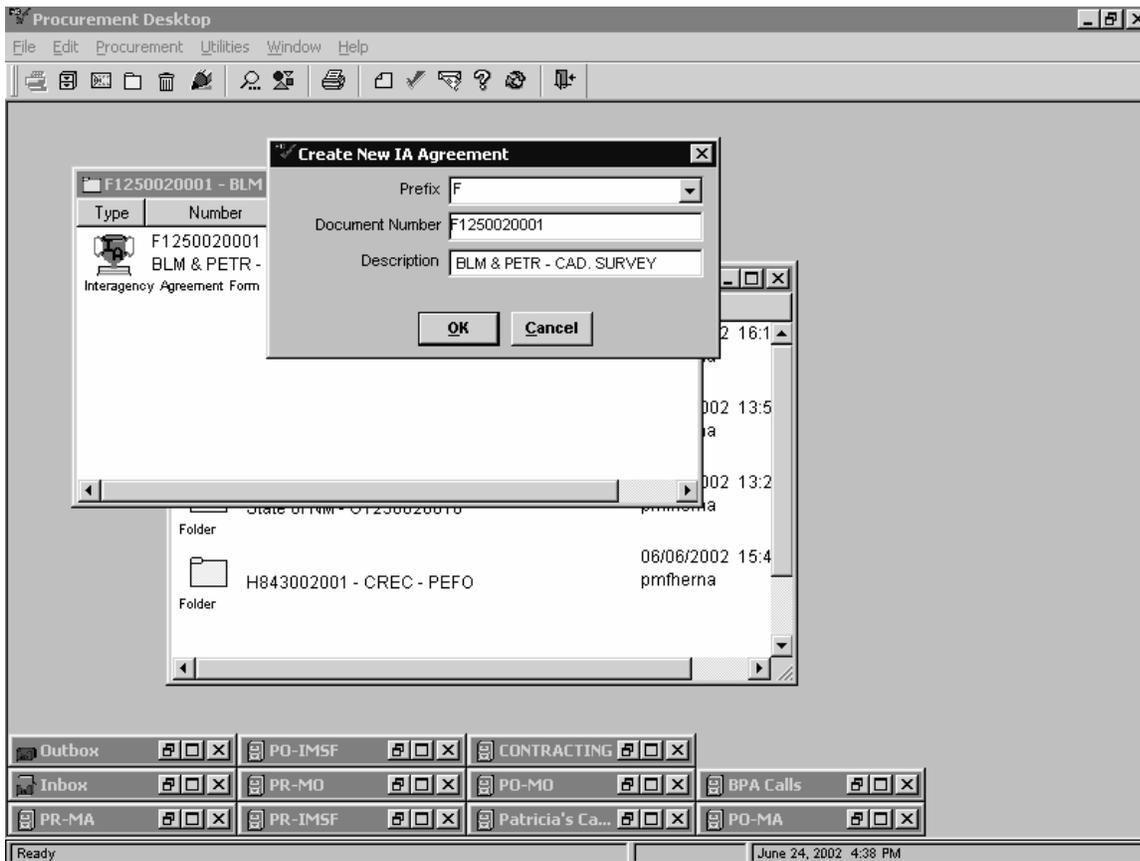
1. Create an interagency acquisition agreement by choosing “Procurement,” “Pre-Award/Award,” “Awards,” and the “IA Agreement.”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

2. Interagency acquisition agreements are numbered as follows:

	<u>Org Code</u>	<u>FY</u>	<u>Sequential Number</u>
<u>F</u>	{1 2 5 3}	0 6	{0 0 0 1}



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

Procurement Desktop

File Edit Lines Window Help

BLM & PETR - CADASTRAL SURV

Items 1-7 Items 8-10 (Lines) Items 11-15 Clauses Add'l Data

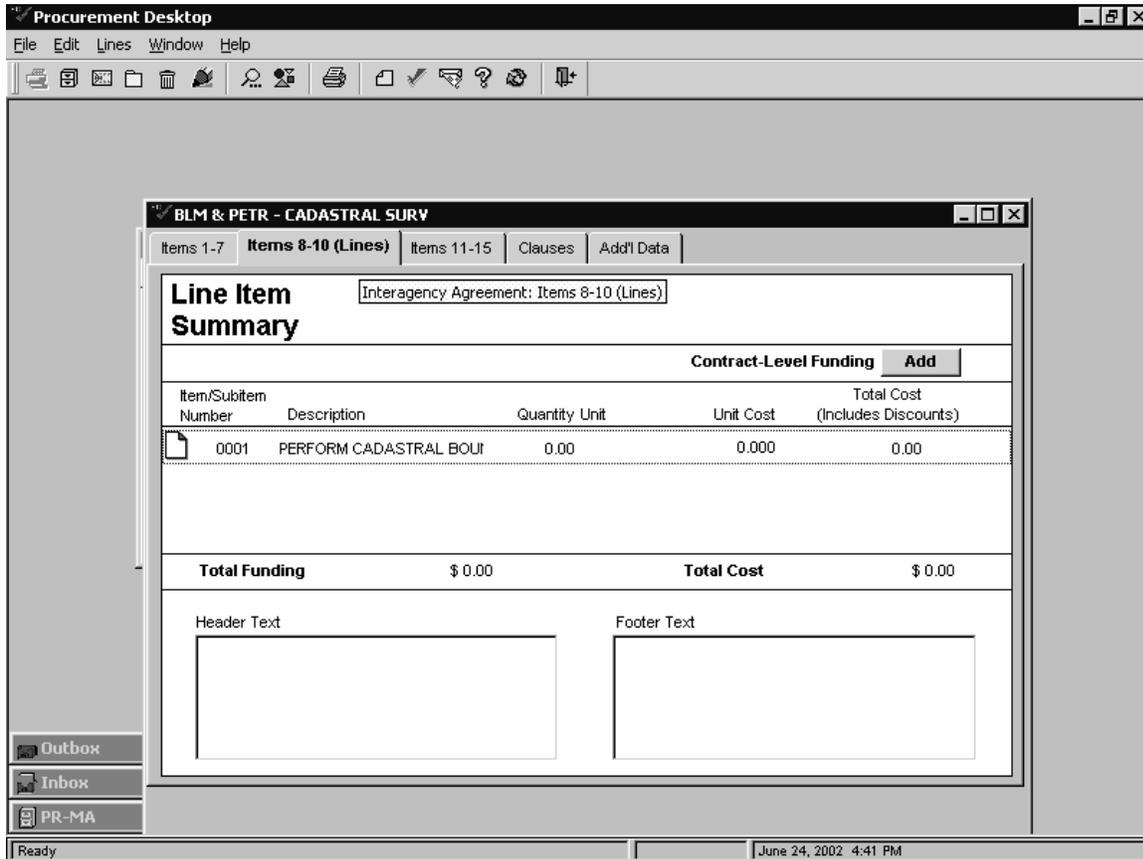
INTER/INTRA-AGENCY AGREEMENT		1. PAGE 1 of <input type="text" value="1"/>	2. REQUISITION NO.
3. DATE PREPARED 06/24/2002	4. AGREEMENT NO. F1250020001	5a. MODIFICATION NO.	5b. TASK ORDER NO.
6. TO: (Agency, name, telephone number of performing agency) () -		7. FROM: (Agency, name, telephone number of originator) IMSF - ACG - Contracting, Cooperative Agreements 1100 Old Santa Fe Trail Santa Fe, NM 87504-0728 (505) 988-6085	

Attn:

Outbox
Inbox
PR-MA

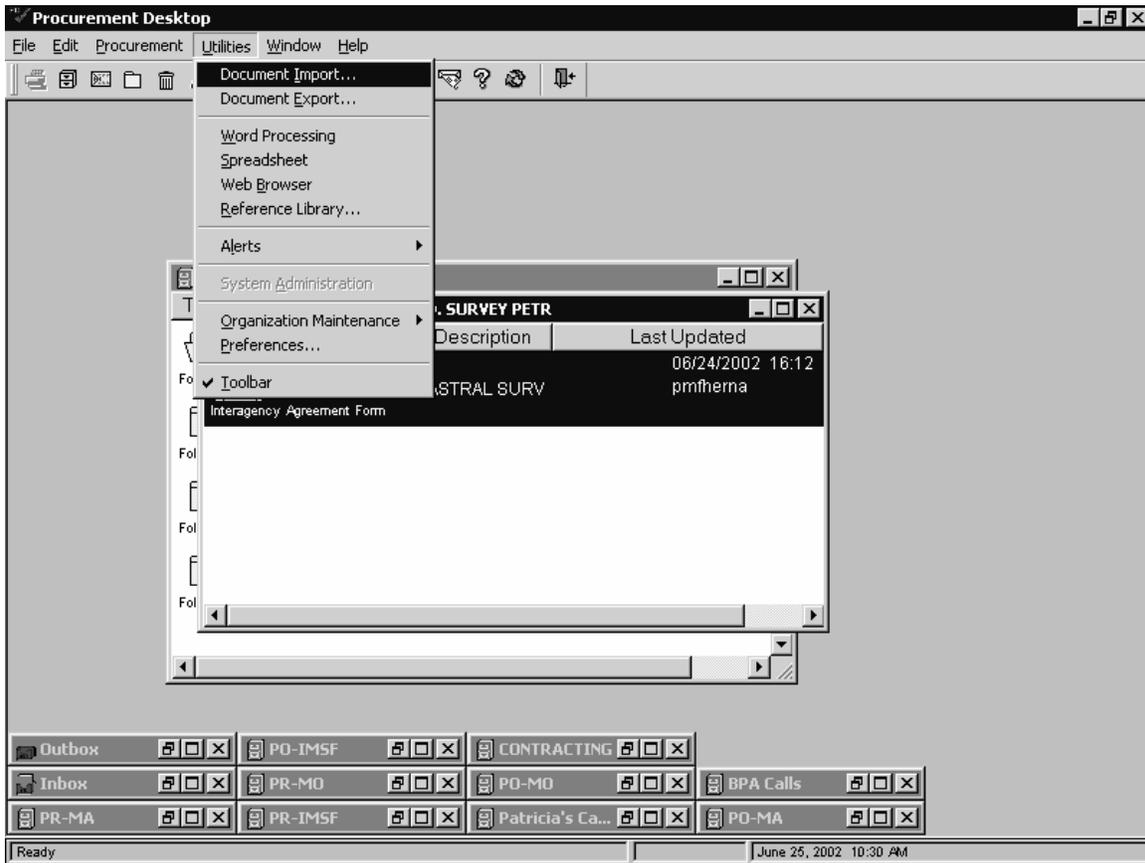
Ready June 24, 2002 4:40 PM

OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

3. Attach a copy of the interagency acquisition agreement to the Interagency Agreement Form. Go to “Utilities” and select “Document Import.” The document you are importing must be on a local drive or a disk; it cannot be on a shared network drive.

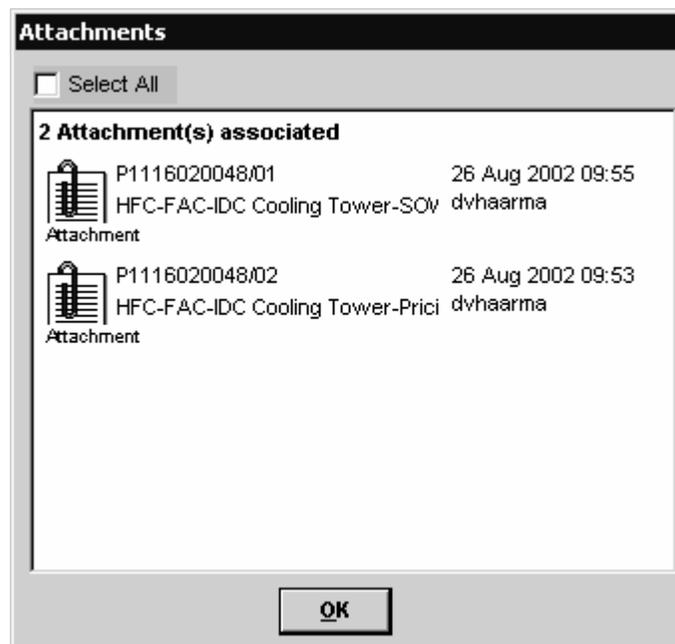


OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

If you are obligating funds through this interagency acquisition agreement:

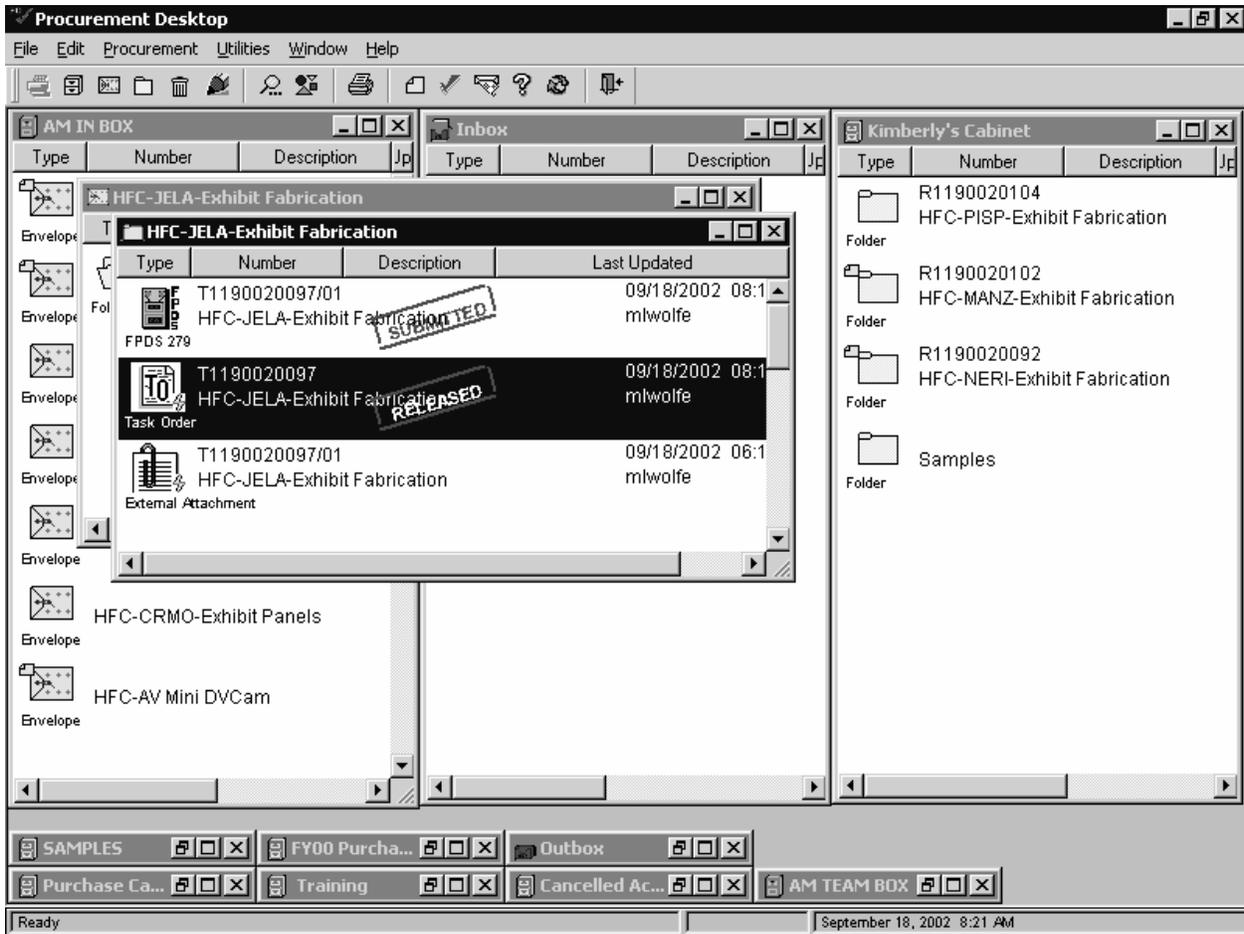
4. Validate your document for Electronic Commerce transmission by choosing “Procurement,” “EC Actions,” and then “EC Validate.”
5. Once the document has passed EC Validation, electronically submit by choosing “Procurement,” “EC Actions,” and then “EC Submit.”

You will be prompted for the document(s) that you want to attach to your award document. Highlight all that you want to attach or check the “select all” box if this applies.



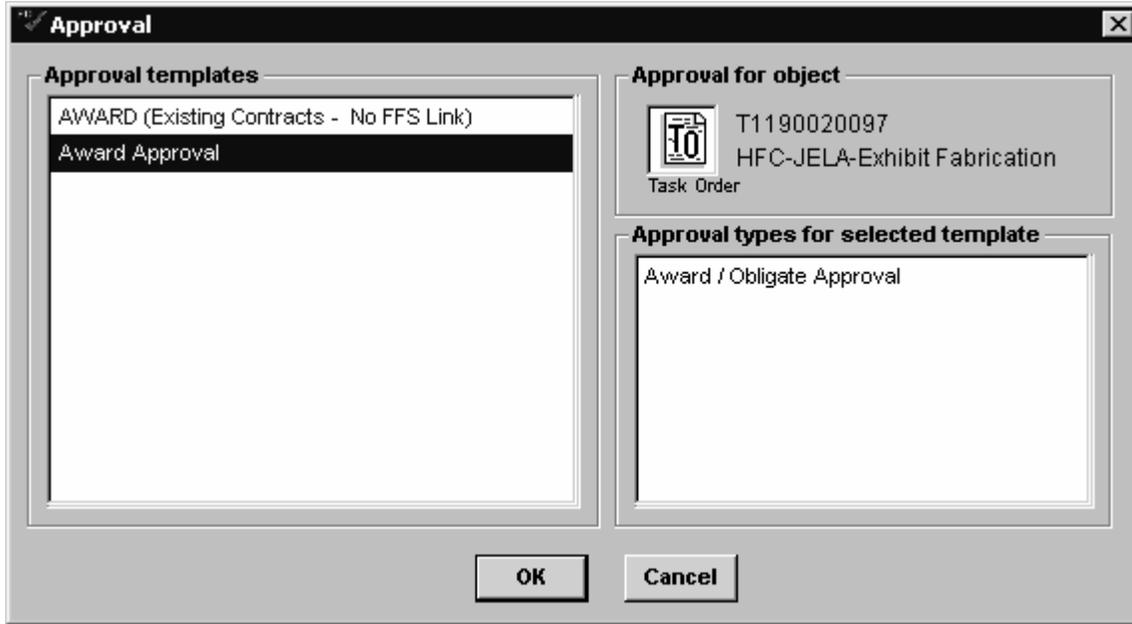
OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

- Once you click okay, you document(s) will be issued and electronically awarded. A yellow lightning bolt will appear beside the document(s) that were submitted.

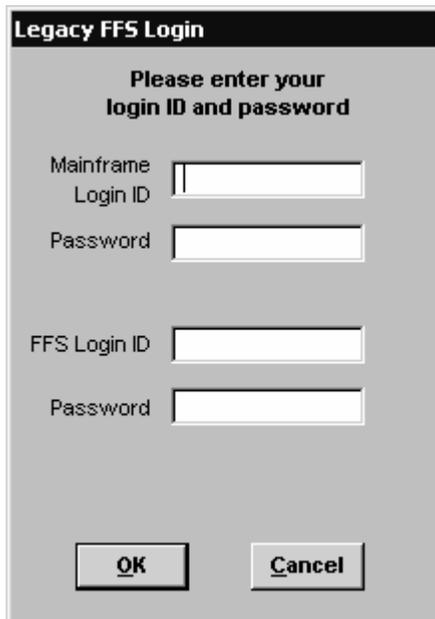


OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

7. Approve using the “Award Approval” option.



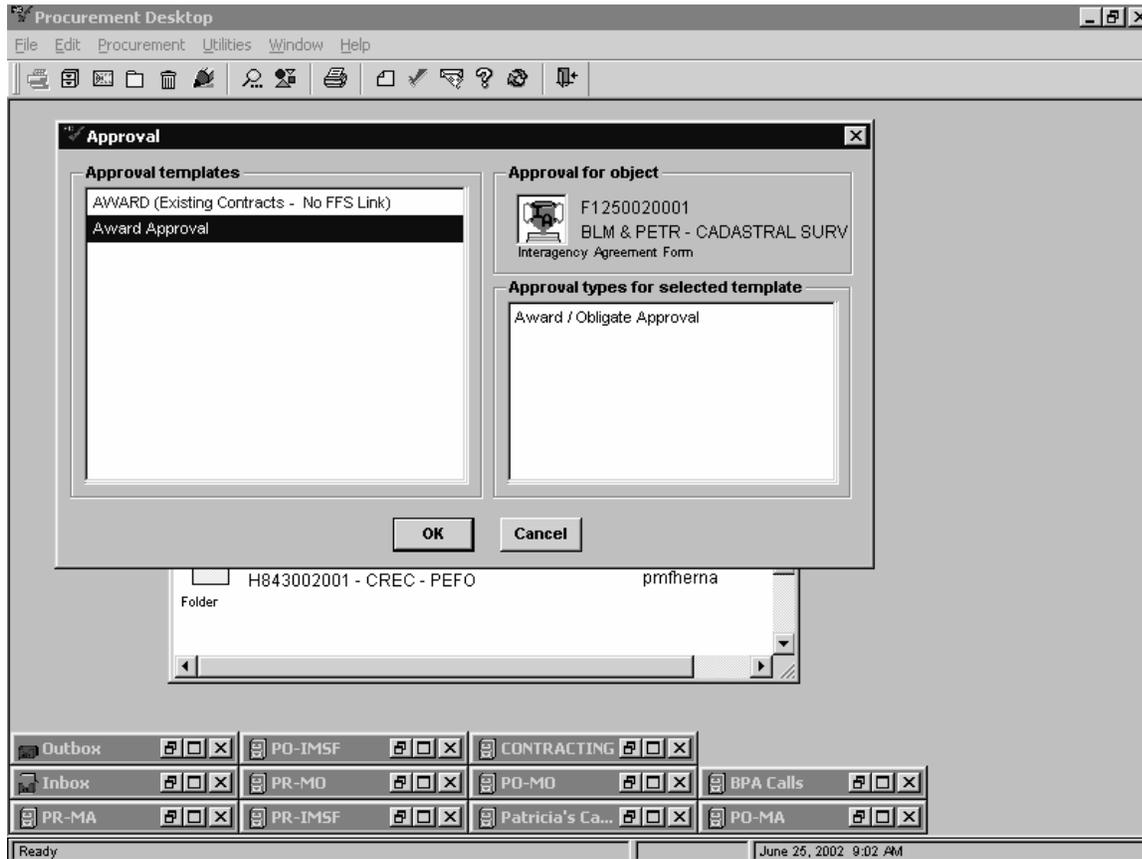
You will be prompted for your USGS and FFS Logins in order to make the award. When the award is going through you will then be prompted for your SEC1 Code (this is the acronym for your Region/Park).



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

If not obligating funds through this interagency acquisition agreement:

4. Use the “AWARD (Existing Contracts – No FFS Link)” template.

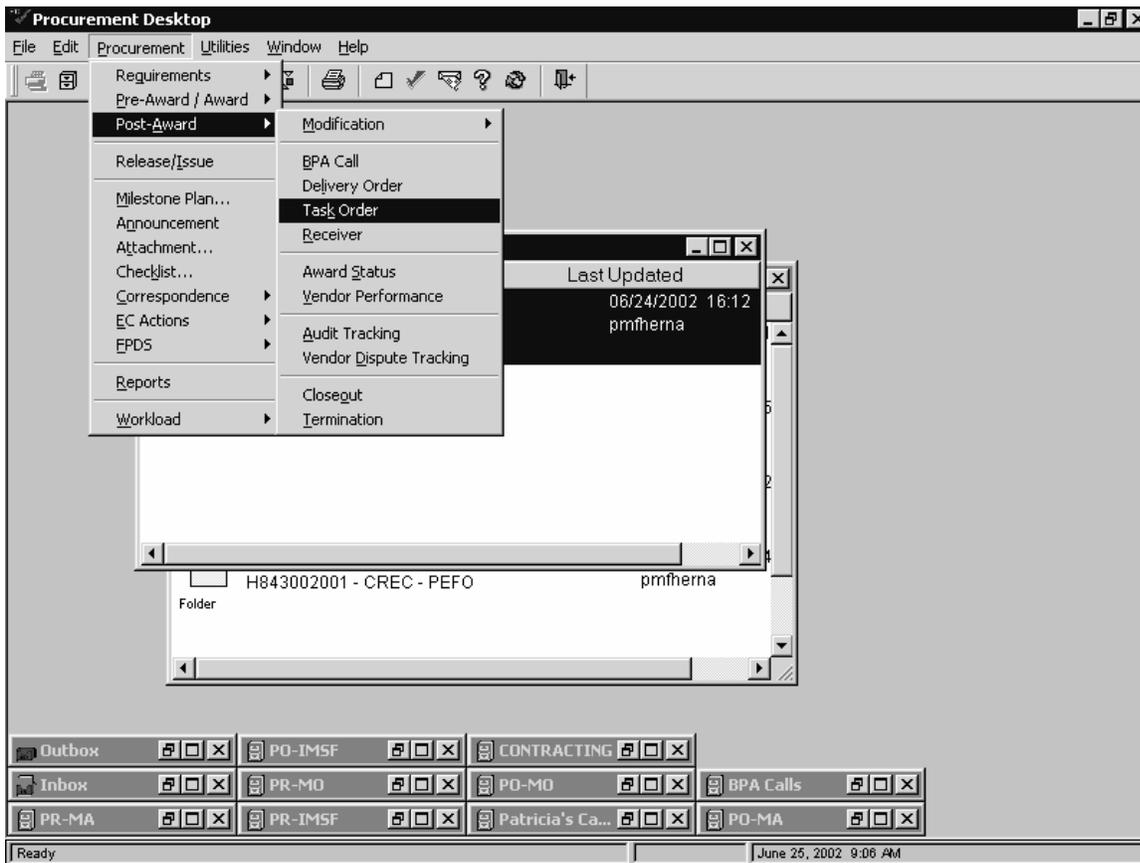


5. Once this template is “Approved,” then go to “Procurement” and select “Release/Issue.”

OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

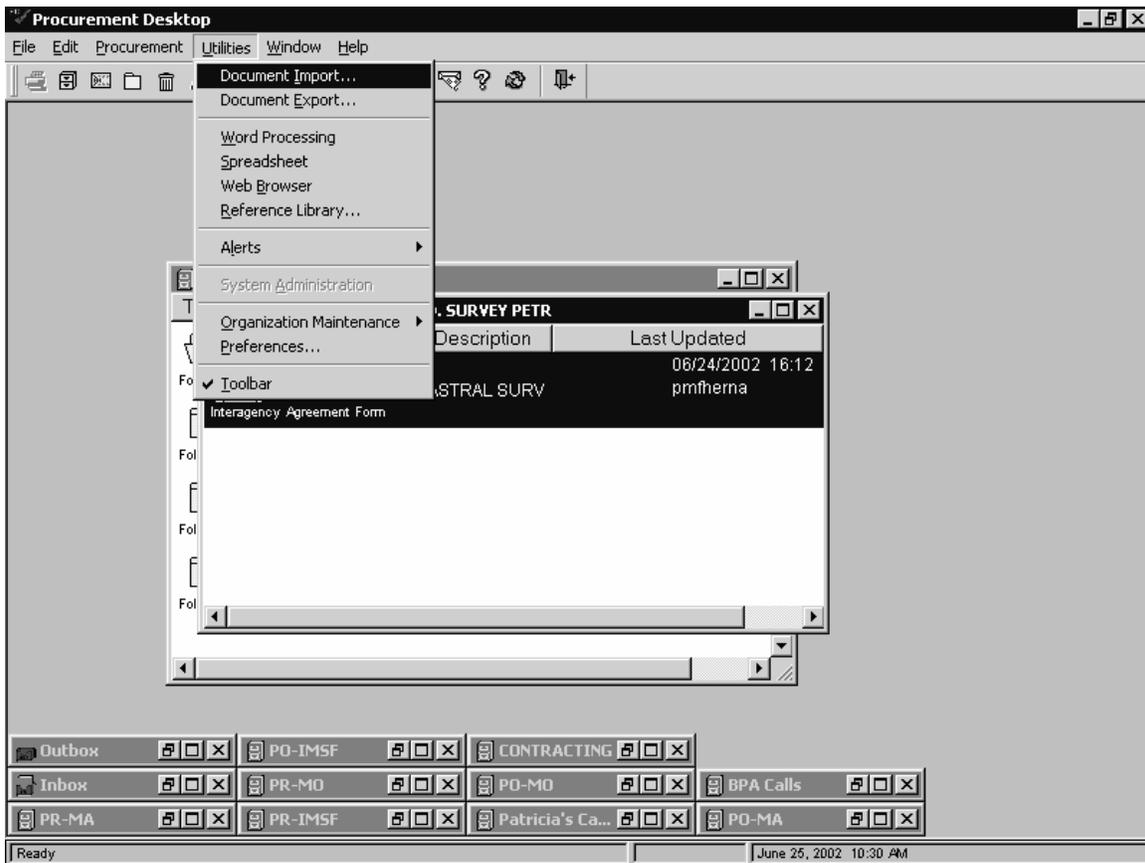
CREATING A TASK AGREEMENT TO AN INTERAGENCY ACQUISITION AGREEMENT:

1. Highlight the interagency agreement form you created. Choose “Procurement,” “Post-Award,” and “Task Order.”



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

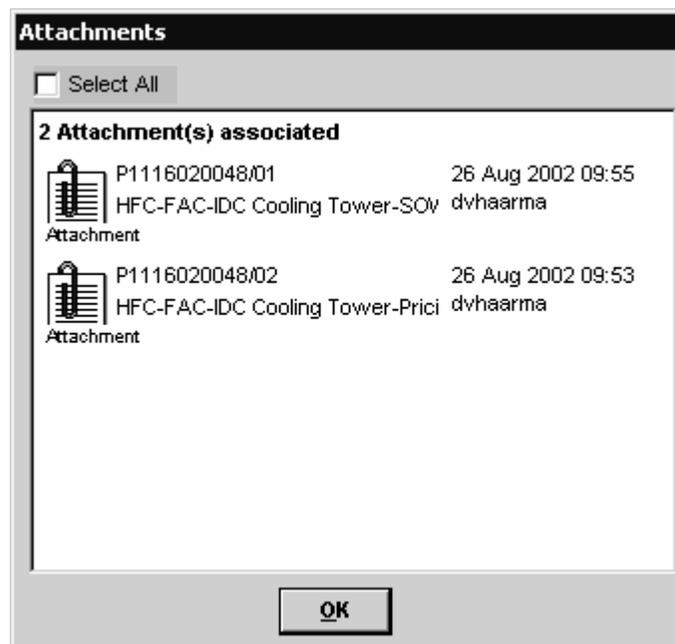
5. Attach a copy of the interagency acquisition agreement to the OF-347. Go to “Utilities” and select “Document Import.” The document you are importing must be on a local drive or a disk; it cannot be on a shared network drive.



OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

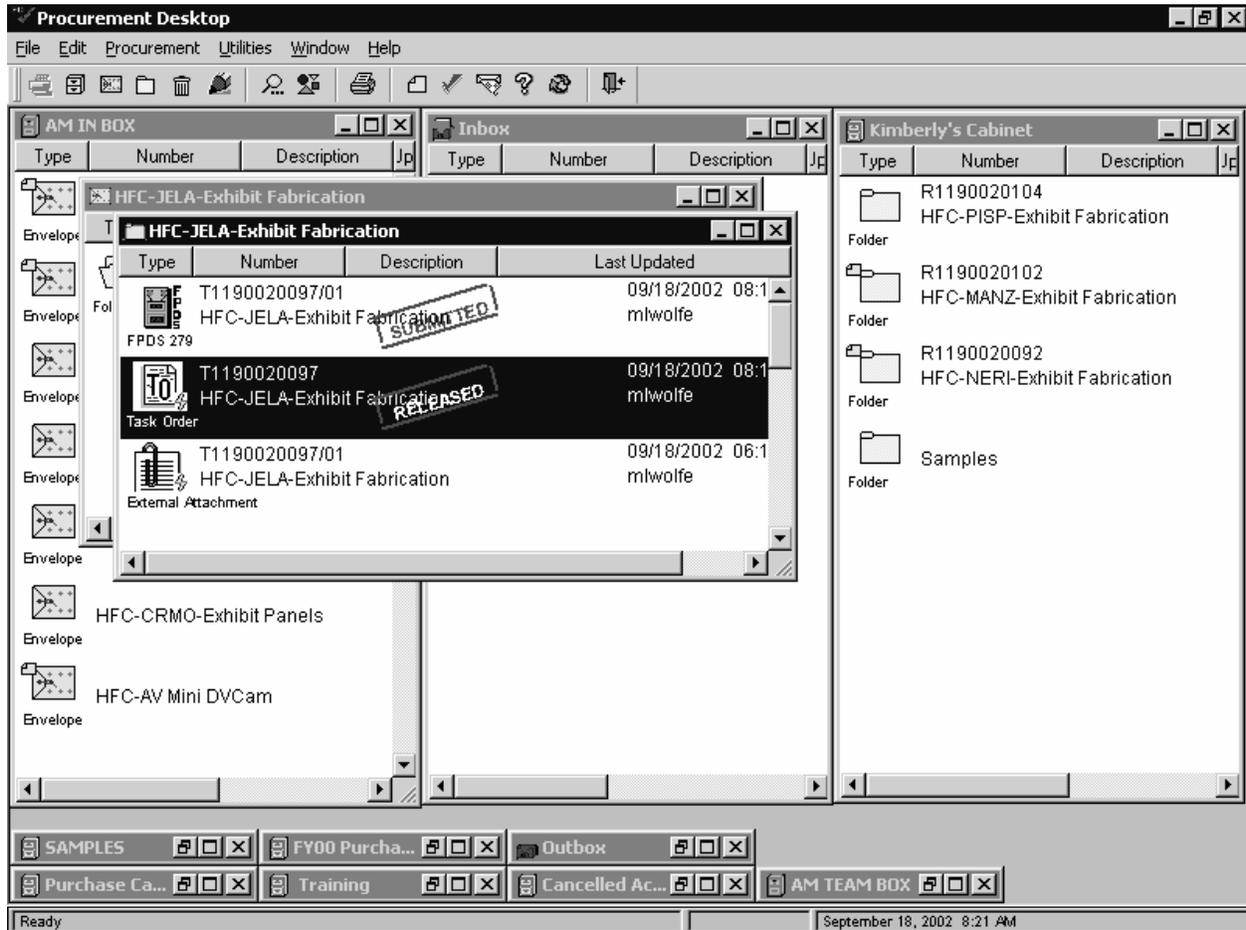
6. Validate your document for Electronic Commerce transmission by choosing “Procurement,” “EC Actions,” and then “EC Validate.”
7. Once the document has passed EC Validation, electronically submit by choosing “Procurement,” “EC Actions,” and then “EC Submit.”

You will be prompted for the document(s) that you want to attach to your award document. Highlight all that you want to attach or check the “select all” box if this applies.



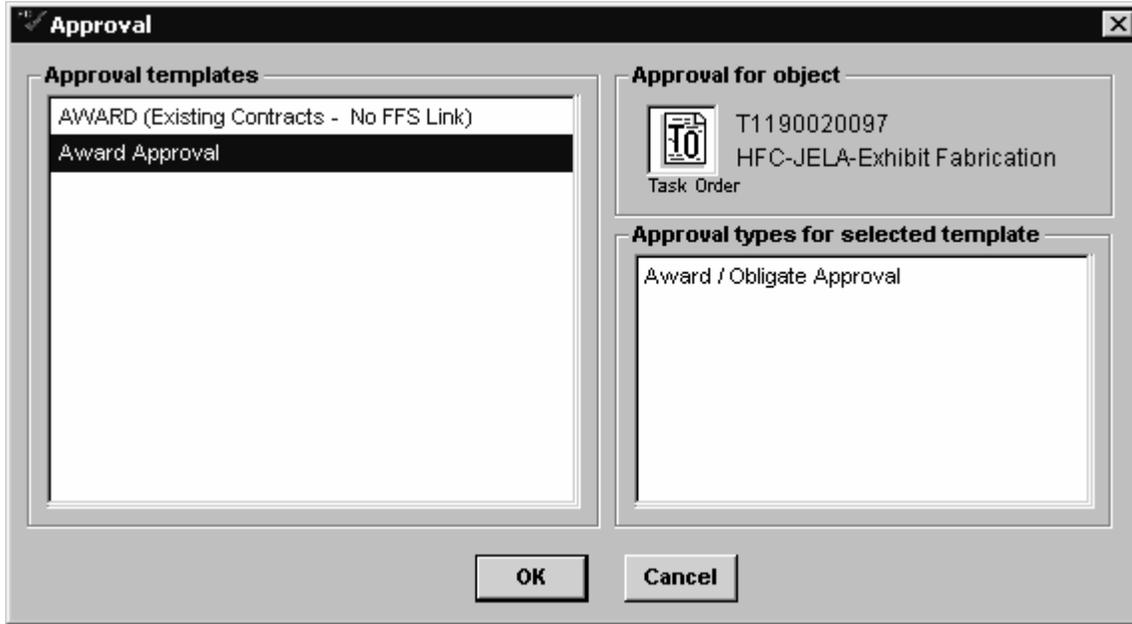
OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

- Once you click okay, you document(s) will be issued and electronically awarded. A yellow lightning bolt will appear beside the document(s) that were submitted.

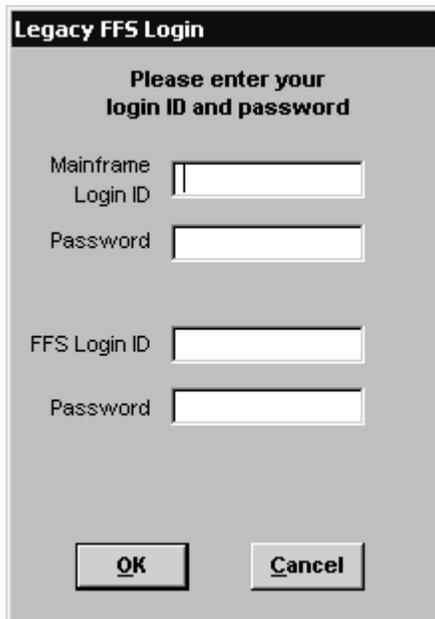


OBLIGATING AGREEMENTS IN PROCUREMENT DESKTOP

9. Approve using the “Award Approval” option.



You will be prompted for your USGS and FFS Logins in order to make the award. When the award is going through you will then be prompted for your SEC1 Code (this is the acronym for your Region/Park).



ENTERING FEDERAL AGENCY INFORMATION AT BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR INTERAGENCY ACQUISITION AGREEMENTS

Business Partner Network (BPN) is a site for Federal Registration of bureau information which facilitates the processing of intragovernmental transactions.

Registering in the BPN Federal Agency Registration (FedReg): OMB Memorandum M-03-01 requires all Government agencies that engage in buying or selling goods/services to other federal agencies to register in the Federal Agency Registration database (FedReg). At a minimum for the National Park Service (NPS), this registration will be at the Park level. Registration at the Park level will assist us in identifying intragovernmental transactions below the Regional level. In the near future, the registration data will be used to route intragovernmental transactions electronically through the Intragovernmental Transaction Portal (IGTP), currently being tested, and to facilitate automated settlement through Treasury's IPAC System.

Registering in Central Contractor Registration (CCR): Until all intragovernmental transactions are routed through IGTP, some agencies may be required to register at CCR (www.ccr.gov) as well. This may include agencies that receive payment via an electronic funds transfer (EFT) or whose trading partner (e.g., DoD, NASA) requires a CAGE code be submitted.

In the future, these two systems will be integrated to provide a single registration for government users. However, in the short term, government offices need to determine in which system(s) they need to be registered, and proceed accordingly.

To register as a Federal Agency, go to the website for Business Partner Network at <http://www.bpn.gov> and click on the link for “Federal Agency Registration.”



ENTERING FEDERAL AGENCY INFORMATION AT BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR INTERAGENCY ACQUISITION AGREEMENTS

Once this window opens, you will need to sign in with a User ID and Password.



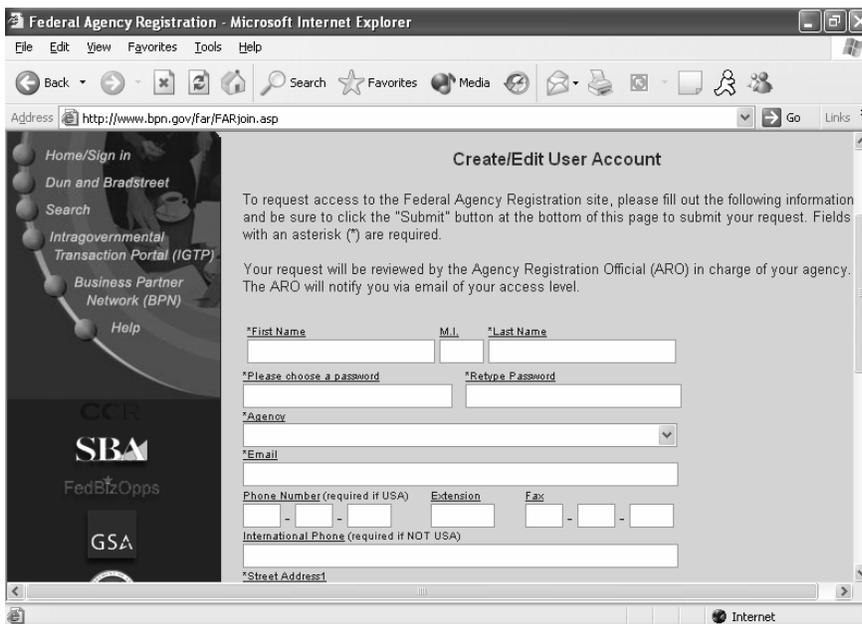
If you do not already have a User ID and password, you will need to scroll down and click on “Request Access.”



ENTERING FEDERAL AGENCY INFORMATION AT BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR INTERAGENCY ACQUISITION AGREEMENTS



To request access, you need to complete the “Create/Edit User Account.”



**ENTERING FEDERAL AGENCY INFORMATION AT
BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR
INTERAGENCY ACQUISITION AGREEMENTS**

Once you’ve completed and submitted the “Create/Edit User Account,” it will take approximately 24-hours for your request to be reviewed and approved. The approval is from the Office of Financial Management. It is recommended you notify the Office of Financial Management (debra_j_carey@ios.doi.gov) that you have a request for password pending. This will make the process go faster. You will receive an e-mail confirming your password status.

Once your account has been set up, you need to go in and complete the Federal Agency Registration form. For consistency throughout the National Park Service, you should complete the registration using the following guidance:

Entity information is pulled forward from Dun and Bradstreet’s records and includes the following:

- Entity Name
- DUNS Number
- Address, and
- Country

OFFICE - NATIONAL PARK SERVICE - HARPERS FERRY CENTER.

Entity Information			
Entity Name:	NATIONAL PARK SERVICE - HARPERS FERRY CENTER	DUNS:	171865173
Address1:	HARPERS FERRY CTR	Address2:	
City:	HARPERS FERRY	State:	WV
Zip:	25425	Country:	USA

**ENTERING FEDERAL AGENCY INFORMATION AT
BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR
INTERAGENCY ACQUISITION AGREEMENTS**

Registration information will require you to complete the following information:

Employer Identification Number (EIN): This should always be 53-0197094.

Department Code: This should always be 14.

This code identifies the agency that oversees this bureau. Categories correspond to the Treasury Index of Agency Codes. In most cases, the Department Code will correspond to the agency to which the user works.

Agency Location Code: This should always be 14-10-0099 (AOC).

This is a numeric symbol used to identify the Department (14), Bureau (10), and Office. This 8-digit code corresponds to the registering office and must be associated in one-to-one relationships with the DUNS.

Disbursing Office: This should always be X0233.

This five-digit symbol is assigned by the Treasury Department IPAC system for their internal use. It is generally linked to a single Agency Location Code.

Business Type: This should always be “Buyer and Seller.”

Parent Name: This will default to “National Park Service.”

**ENTERING FEDERAL AGENCY INFORMATION AT
BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR
INTERAGENCY ACQUISITION AGREEMENTS**

Annual Revenue: This should be the total revenue from intragovernmental sales for the previous fiscal year rounded to the nearest whole dollar. This should be for the particular Park, Region, Service Center, or Field Office within the agency, not for the agency as a whole.

Agency Name: This will default to “United States Dept of Interior.”

Registration Information			
EIN:	53-0197094	Department Code:	14
Agency Location Code	14-10-0099	Disbursing Office	X0233
Business Type:	Buyer and Seller	Parent Name:	<u>NATIONAL PARK SERVICE</u>
Annual Revenue:	1	Agency Name:	UNITED STATES DEPT OF INTERIOR
Merchant ID1:		Merchant ID2:	

**ENTERING FEDERAL AGENCY INFORMATION AT
BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR
INTERAGENCY ACQUISITION AGREEMENTS**

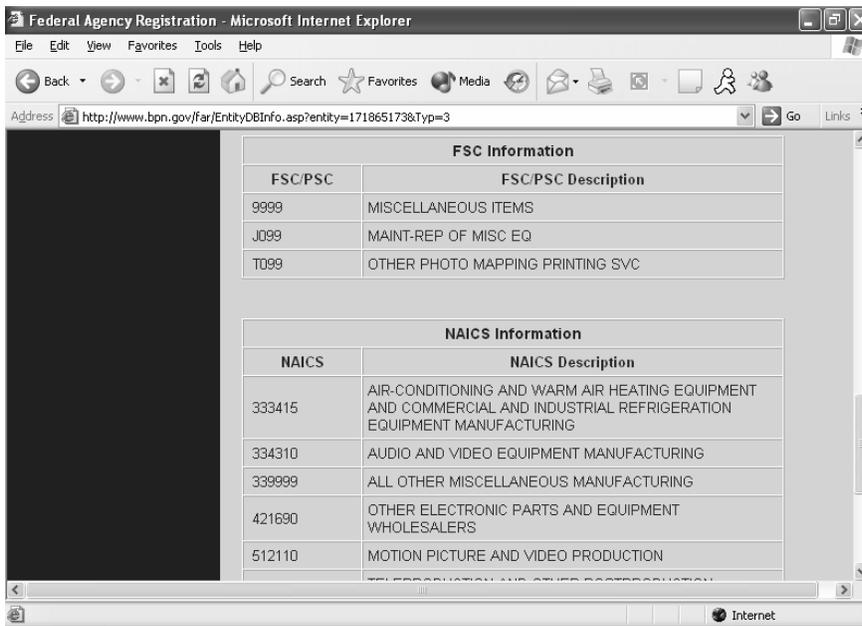
FSC and NAICS Information will require you to complete the following:

Product and Service Codes

You should include all of the Product and Service Codes that your Park/Region/Service Center uses.

NAICS Codes

You should include all of the North American Industry Classification System Codes that your Park/Region/Service Center uses.



SAVING A RECORD: As you enter information, you will see a “Save and Continue” button at the bottom of each page. Clicking on the button saves the information on that page. If you log out while in the middle of the record, the system will save the partially completed record as an actual record. You may access that record at any time to complete it.

Once you’ve filled in all of the above information, you need to click on “continue.” You will then be taken to a confirmation page.

UPDATING YOUR RECORD: Records must be updated at a minimum of **once a year**. Any user with access may update the record at any time. Just log on using your ID and Password, click the appropriate Agency, Bureau, or Offices from the Record Access list to enter the record. You will see all previously entered information. Just click through until you reach the data to update, make the changes, and then click through to the end. Your changes will be saved over the old record.

**ENTERING FEDERAL AGENCY INFORMATION AT
BUSINESS PARTNER NETWORK AND IN PROCUREMENT DESKTOP FOR
INTERAGENCY ACQUISITION AGREEMENTS**

AUDIT TRAIL: The audit trail tracks activities that take place in the entity. The FedReg system tracks all changes to a record, including who made it. So you will be able to see who changed the record last. However, the system will not keep old data. Once you have changed the record, the old data is lost and the new saved in its place.

In order to enter information for Federal Government agencies into Procurement Desktop, the Business Partner Network point of contact will need to provide the NPS IDEAS Coordinator with the registration information for input, review, and transmission in Procurement Desktop.

In addition to the registration information, also provide:

- **Facts Department ID is always 14.**
- **Facts Bureau ID is always 07.**
- **IAA Contact Name, Title, Telephone Number, Fax Number, and e-mail address.**

OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

To obtain copies of circulars, please call the Office of Management and Budget's information line at (202) 395-3080 or you may access them directly from the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

The following circulars are used to administer cooperative agreements:

OMB Circular A-102 “Grants and Cooperative Agreements with State And Local Governments.”

OMB Circular A-110 “Uniform Administrative Requirements for Grants And Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.”

The following circulars are used in determining allowable costs in a cooperative agreement:

OMB Circular A-21 “Cost Principles for Educational Institutions.”

OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments.”

OMB Circular A-122 “Cost Principles for Non-Profit Organizations.”

The following circular is used to determine audit requirements:

OMB Circular A-133 “Audits of State, Local Governments, and Non-Profit Organizations.”

The following circular details the establishment of the Federal Domestic Assistance Program (FDA) Program that collects and submits information on all federally financed domestic assistance programs:

OMB Circular A-89 “Federal Domestic Assistance.”

Modified 11/18/04 – Agreement Handbook Memorandum Number 1

Modified 5/31/04 – Agreement Handbook Memorandum Number 2

Modified 6/16/06 – Agreement Handbook Memorandum Number 3

APPENDIX E

LIST OF RELEVANT WEBSITE ADDRESSES

Site	Title	What's There
http://acquisition.gov	Acquisition Reform Network and Federal Acquisition Regulation	Information on Acquisition Management.
http://www.whitehouse.gov/omb/circulars/index.html	Office of Management and Budget	OMB Circulars.
http://www.whitehouse.gov/omb/grants/index.html#forms	Office of Management and Budget	Forms that apply to agreements.
http://www.doi.gov/pam	DOI–Office of Acquisition & Property Management	Information on acquisition, financial assistance, property management.
http://elips.doi.gov	DOI-Electronic Library of Interior Policies	Departmental Manuals. (<i>See Part 505, Chapters 1-5 regarding Federal Assistance Program.</i>)
http://www.epls.gov/	Acquisition Reform Network	Excluded Parties List System.
http://12.46.245.173/cfda/cfda.html	Catalog of Federal Domestic Assistance	Intro on <i>Catalog of Federal Domestic Assistance</i> , how to use, etc.
http://www.census.gov/govs/www/faads.html	Catalog of Federal Domestic Assistance	Reporting manual for Federal Assistance Awards Data System Reports.
http://www.nps.gov/ccsp	Challenge Cost-Share Program	Guidance for Challenge Cost-Share will be covered under Director's Order 27.
http://www.gao.gov	General Accounting Office	Comptroller General Decisions.
http://www.gsa.gov	GSA-Office of Government-wide Policy	Connections to Federal Acquisition Institute, Federal Acquisition Regulations, acquisition policy, electronic commerce, and other government programs.

LIST OF RELEVANT WEBSITE ADDRESSES

Site	Title	What's There
http://data2.itc.nps.gov/hafe/hfc/idiq.cfm	NPS Servicewide Indefinite Delivery Indefinite Quantity Contract Database	Listing of Servicewide Indefinite Quantity Indefinite Delivery Contracts.
http://www.nps.gov/hfc/acquisition/acquisition.htm	NPS Acquisition Management Forms	The Interagency Acquisition Agreement Form and Determinations and Findings Requirement Form.
http://wcp.den.nps.gov	NPS Acquisition Website	Listing of Servicewide agreements (website presently being developed).
http://www.gpoaccess.gov	United States Government Printing Office	Links to the Code of Federal Regulations, Federal Register, Commerce Business Daily, and United States Code.
http://www.thecre.com/fedlaw/default.htm	General Service Administration FedLaw	Research tool of legal resources on grants.
http://www.fms.treas.gov	United States Treasury Department	Information on Automated Clearing House, Electronic Funds Transfer, Green Book, and other Federal Financial Management issues.
http://www.loc.gov	Library of Congress	Federal legislative information.
http://www.blm.gov/natacq	Bureau of Land Management Acquisition Web Site	Acquisition management topics including Bureau of Land Management's Guide to Agreements.
http://www.nps.gov/policy/DOrders/DOrder20.html	Director's Order 20	Agreements
http://www.nps.gov/policy/DOrders/DO21-reissue.html	Director's Order 21	Donations and fundraising
http://www.nps.gov/refdesk	NPS Reference Desk	NPS basics, policies, guidance and manuals, Freedom of Information Act, and Intra-NPS.

LIST OF RELEVANT WEBSITE ADDRESSES

Site	Title	What's There
http://www.cesu.org/cesu	Cooperative Ecosystem Study Units	CESU Information Interagency Memorandum of Understanding, administrative guidelines, news and activities, program announcements, and request for proposals.
http://www.access.gpo.gov/nara/cfr/waisidx_99/43cfr12_99.html	Title 43, Public Lands: Interior	Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs.
http://www.bpn.gov	Business Partner Network (BPN)	Single point of registration and validation of supplier data accessed by all agencies.
https://www.bpn.gov/far	BPN Federal Registration	BPN Federal Agency Registration Site.
http://egov.gsa.gov	Integrated Acquisition Environment (IAE)	E-Gov initiative for simplified, secure, seamless e-acquisition.
http://www.fedbizopps.gov	Federal Business Opportunities (FedBizOpps)	Single government point of entry for Federal Government procurement opportunities over \$25,000.
https://www.bpn.gov/CCRTools/scripts/default.asp	Central Contractor Registration Tools	A DOD computer system for authorized U.S. Govt. use; provides a "single face" to a vendor for registering to do business with the Federal Government.
https://amoeba.nps.gov/amoeba.nsf?Open	Amoeba Project	A central repository and single point of access for NPS wide data stored in Denver.
https://amoeba.nps.gov/AMOEBANPS_IDEAS.NSF	Interior Department Electronic Acquisition System (IDEAS-PD)	A comprehensive procurement system developed by American Management Systems for the DOI.
http://fpdcapp.gsa.gov/pls/fpdsweb/PscWiz	Product and Service Codes Wizard	PSC Wizard will help you pick the correct Product or Service Code (PSC) for products and services purchased by the U.S. Government.
http://www.census.gov/epcd/naics02/	North American Industry Classification System (NAICS 2002)	Effective 10/01/2002, SBA adopted the OMB modifications to the NAICS into its table of small business size standards. The new NAICS codes are referred to as NAICS 2002.

LIST OF RELEVANT WEBSITE ADDRESSES

Site	Title	What's There
www.grants.gov	grants.gov	The single government point of entry for Federal government discretionary grant and cooperative agreement opportunities.
http://www.doi.gov/pam/GrantsFINDUserguide.html	grants.gov FIND User Guide	Posting instructions for grants.gov
http://12.46.245.173/pls/portal30/CATALOG.BROWSE.SUBAGENCY_PROGRAM_RPT.SHOW?p_arg_names=agency_id&p_arg_values=509	NPS CFDA Programs and Numbers	Complete listing of current NPS CFDA programs and numbers.
http://www.doi.gov/pam/CFDAreferenceManual2005.html	Catalog of Federal Domestic Assistance Reference Manual	Guideline used in defining the scope of Catalog programs.
http://elips.doi.gov/elips/DM_word/3706.doc	Department of the Interior Departmental Manual 505 DM 2	Departmental guidance to implement provisions of the Federal Grant and Cooperative Agreement Act, the Federal Financial Assistance Management Improvement Act, and related guidance issued by the OMB and its updates Departmental guidance to incorporate <i>P.L. 106-107</i> and grants.gov requirements and processes.
http://elips.doi.gov/elips/release/3707.htm	Department of the Interior Departmental Manual 507 DM 1	Provides DOI policy and <i>procedures to implement OMB Circular A-89</i> (revised)

AGREEMENTS HANDBOOK DEVELOPMENT

AGREEMENTS HANDBOOK WORKGROUP

Team Leader: JoAnne Grove, Harpers Ferry Center

Cynthia Adonoo, Washington Policy Office
Kathleen Batke, Southeast Field Area
Ramon Cintron, Intermountain Region, Santa Fe Support Office
Bruce Feirtag, NPS Contracting Office, WASO
Theresa Fisher, Pacific Great Basin Support Office
Trish Fresquez-Hernandez, Intermountain Region, Santa Fe Support Office
Tom Forsyth, Intermountain Region, Denver Support Office
Tammy Gallegos, Intermountain Region, Santa Fe Support Office
Georgia Mason, Harpers Ferry Center
Theora McVay, Midwest Field Area
Mary Robinson, Mather Training Center
Barbara Romero, Bandelier National Monument
Sheila Rushlow, Isle Royale National Park
Jamie Sherrill, Pacific Great Basin Support Office
Davis Smith, Washington Policy Office
Kim Strite, Harpers Ferry Center
Nancy Tansino, Boston National Historical Park

SOLICITOR'S WORKGROUP

**Team Leaders: Alton Woods, Branch of Procurement and Patents, WASO
Jim Weiner, Branch of Procurement and Patents, WASO**

Chris Bockmon, Office of the Solicitor, Alaska
Anthony Conte, Office of the Solicitor, Northeast Region
Bill Back, Office of the Solicitor, Portland
Rob Eaton, Office of the Field Solicitor, Intermountain Region, Santa Fe
G. Kevin Jones, Salt Lake City Field Office, Southwest Region
Maria Lurie, Office of the Solicitor, Parks and Wildlife Branch
Judy O'Sullivan-Kelly, Office of the Solicitor, Southeast Region
James W. (Bill) Silver, Office of the Solicitor, San Francisco
Carolyn Lown, Office of the Solicitor, San Francisco
Michael Tiernan, Office of the Solicitor, WASO

AGREEMENTS HANDBOOK DEVELOPMENT

CONTRIBUTORS

Sonya Armstrong, Intermountain Region, Denver Support Office
Carol Axley, Golden Gate National Recreation Area
Joyce Bolin, North Cascades National Park
Neil Brewster, Glacier National Park
Jerre Brumbelow, Southeast Field Area
Jerry Buckbinder, WASO
Martin Burke, Harpers Ferry Center
Louise Caron, Accounting Operations Center
Pat Corrigan, Office of Acquisition and Property Management, DOI
Paul Cuevas, Nez Perce National Historic Park
Judy Dahlberg, Columbia Cascades Support Office
Tom Dale, Accounting Operations Center
Sheri Dupee, Petrified Forest National Park
Heidi Ernst, Denver Service Center
Lincoln Fairchild, Cultural Resources, WASO
Chick Fagan, Office of Policy, WASO
Beth Faudree, Columbia Cascades Support Office
Thomas Ferranti, Administration and Professional Services, Alaska Region
Sandra Frederick, Accounting Operations Center
Kevin Frye, Accounting Operations Center
Jan Gauthier, Mather Training Center
Kim Glass, Pacific West Regional Office, Channel Island National Park
Leo Guillory, Golden Gate National Recreation Area
Lorna Gunning, North Atlantic Regional Office
Debbie Haarman, Harpers Ferry Center
Sue Hawkins, Denver Administrative Program Center
Barbara Helpfrey, San Francisco Maritime National Historic Park
Debra Imhoff, Midwest Field Area
Kathy Jope, Pacific Great Basin Support Office
Donna Kalvels, Denver Service Center
Rod Keiscome, Denver Service Center
Trish Kicklighter, Shenandoah National Park
Paul Koehler, Harpers Ferry Center
Joy Kucinski, Alaska Region
Diane Liggett, Harpers Ferry Center
Rhonda Martinez, Intermountain Region, Santa Fe Support Office
Tom McConnell, National Capital System Support Office
Jeff McGraw, Accounting Operations Center
Vincent Mullally, Accounting Operations Center
Shirley Norton, Denver Administrative Program Center
Debby Peck, Natural Resource Stewardship and Science, WASO
Dick Neider, Mount Rushmore National Monument

AGREEMENTS HANDBOOK DEVELOPMENT

CONTRIBUTORS

Thayne O'Brien, Grand Teton National Park
JoAnn Palmer, Mount Ranier National Park
Fred Picavet, Sequoia and Kings Canyon National Park
Kate Oliver, Office of Acquisition and Property Management, DOI
Jay O'Quinn, Accounting Operations Center
Jim Read, Mojave National Preserve
Joe Riccomini, Yosemite National Park
Beverly Rinaldi-Alt, Harpers Ferry Center
Bonnie Santos, Denver Administrative Program Center
Skip Sheetz, Yosemite National Park
Jeff Sena, Carlsbad Caverns National Park
Kalpana Shah, Accounting Operations Center
Joel Simmons – Pacific West Regional Office, Oakland
Tim Smearman, Harpers Ferry Center
Bill Spigel, Lake Mead National Recreation Area
Ed Tafoya, Denver Service Center
Debbie Townsend, Accounting Operations Center
Tekla Vines, Pacific West Regional Office, Hawaii
Sadie Williams, Accounting Operations Center
Linda Wong, Golden Gate National Recreation Area
Melody Wolfe, Harpers Ferry Center

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National Park Service
U.S. Department of the Interior



Harpers Ferry Center
PO Box 50
Harpers Ferry, West Virginia 25425