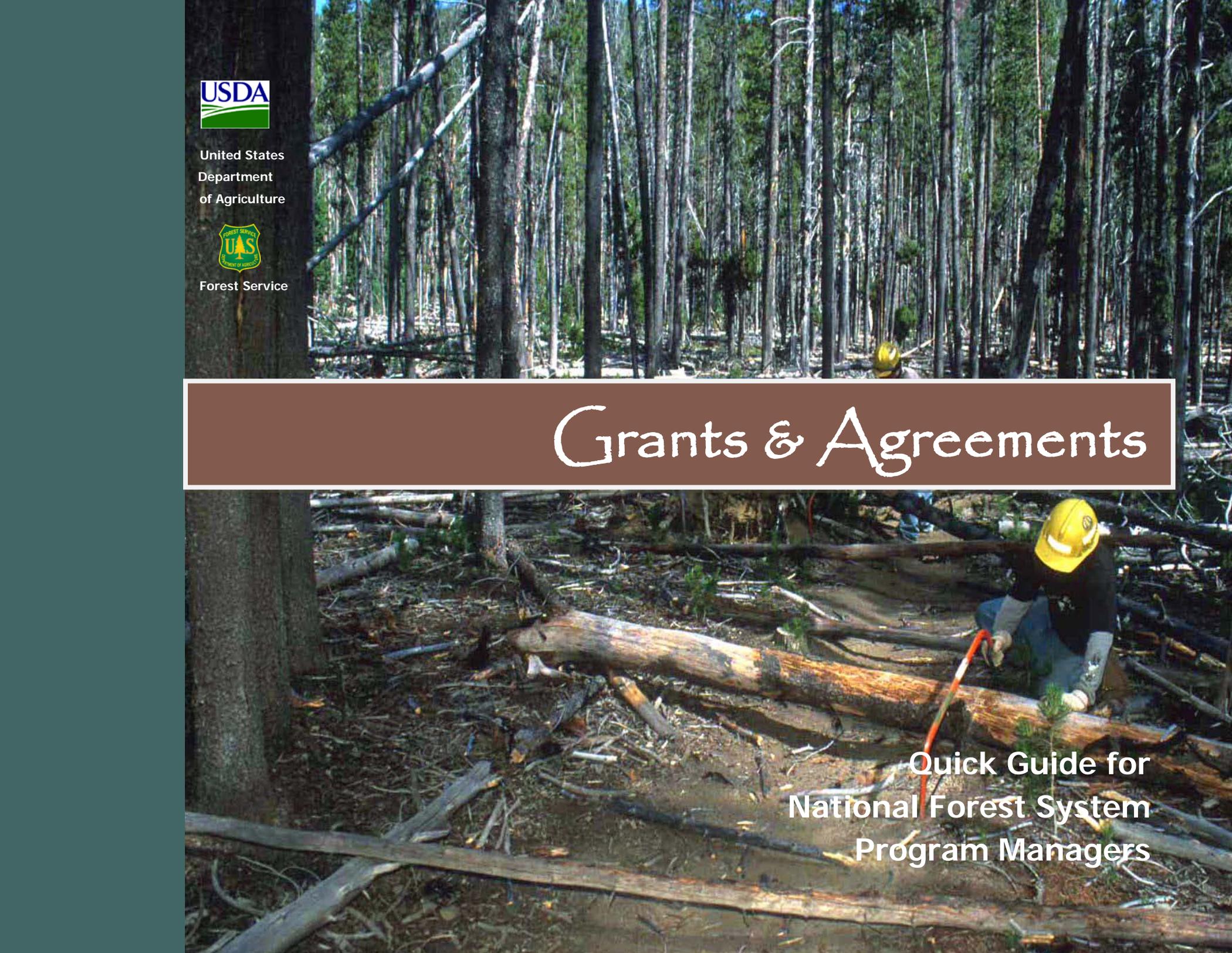




United States
Department
of Agriculture



Forest Service

The background of the entire page is a photograph of a forest. The top half shows a dense stand of tall, thin trees with a worker in a yellow hard hat visible in the distance. The bottom half shows a close-up of a worker in a yellow hard hat and safety gear using a chainsaw to cut through a large log on the forest floor.

Grants & Agreements

Quick Guide for
National Forest System
Program Managers

Produced by the Washington Office, Acquisition Management, Grants & Agreements staff
in collaboration with the National Partnership Office and field program managers.

Grants & Agreements

This desk guide offers a cursory overview of the grants and agreements (G&A) process with enough detail to make it a useful day-to-day tool for the National Forest System (NFS) program manager (PM). It is only a guide, not the final source of authority. Numerous laws, regulations, and multiple Forest Service (FS) staff directives affect G&A practices.

Several subjects are not addressed in this guide or are only covered in general terms. Please refer to actual Forest Service Handbook (FSH) or Forest Service Manual (FSM) guidance for more information.

- Stewardship Agreements (FSH 1509.11, ch. 70, sec. 72.6)
- Grants and Cooperative Agreements (FSH 1509.11, ch. 20)
- Transactions that do not fall under FSM 1580, Grants, Cooperative Agreements, and Other Agreements, such as Intra-agency Agreements and acceptance of gifts (FSH 1509.11, ch. 70)
- Incoming funds (Reimbursable and Advanced Collection Agreements - RACA) (FSH 1509.11, ch. 40)

When in need or doubt, contact your local G&A specialist.

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1. Introduction

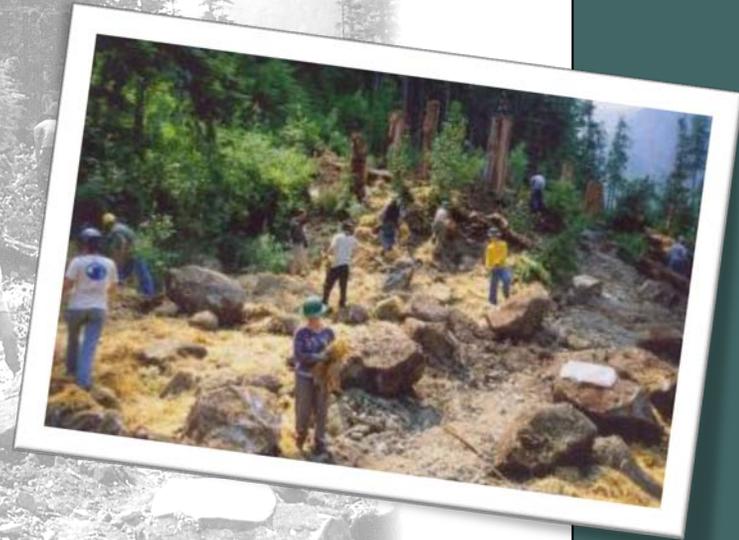
Welcome!

To simplify your life as a National Forest System (NFS) program manager (PM), the Grants and Agreements (G&A) community created this desk guide to help you through the G&A process.

Specifically, this guide will answer the following questions:

- What role do partnerships play in the G&A process? (chapter 2)
- Whom should I contact for G&A help? (chapter 3)
- What are my G&A responsibilities? (chapter 4)
- What are my I-Web and UMA user roles? (chapter 5)
- How do I start the G&A process? (chapter 6)
- What is the G&A review process? (chapter 7)
- What are my G&A post-award requirements? (chapter 8)
- How do I handle agreement closeout and de-obligation steps? (chapter 9)

*What is the
G&A process
really all about?*



- Where can I find additional G&A resources? (appendices)

G&A-related agreement types, authorities, directives, forms, regulations, etc. are numerous and may seem complex. Because many activities occur simultaneously, such as negotiations with the cooperator, I-Web data entry, financial and budgetary planning, and agreement review, the G&A community encourages you to involve them early in your planning phase and whenever you have questions throughout the process.

Our collective goal is to provide top-level services to maximize efficiencies and to get projects up and running to benefit our programs, cooperators, and the public. Because our services as Government employees include being good stewards of Federal funds, everyone must work diligently to ensure the public is getting its money's worth out of these projects via agreements directives found in FSM 1580, Grants, Cooperative Agreements, and Other Agreements.

2. The Role of Partnering Using the G&A Process

*What role do
partnerships play in
the G&A process?*

The USDA Forest Service (FS) mission is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The FS National Partnership Office believes program managers (PMs) should embrace civic engagement and public involvement as the essential foundation and framework for creating plans and managing programs. As such, partnerships are cornerstones of the agency's work and mission, serving as on-the-ground illustrations of the agency's commitment to connecting communities of place and interest to benefit our lands; creating sustainable solutions to resource challenges; and promoting mutual learning and exchange of ideas.

Often, the FS and partners must document relationships in writing using an FSM 1580 agreement, such as a Participating Agreement, which is where the G&A process comes into play.

2.1 Partnerships Defined

Partnerships are voluntary collaborative arrangements in which all participants agree to work together to achieve a common purpose or undertake a specific task and to share risks, responsibilities, resources, competencies, and benefits. Forest Service employees define partnerships as mutually beneficial arrangements between the FS and non-Forest Service entities designed to accomplish mutually agreed-upon objective(s).

2.2 Reasons to Partner

Partnerships can be established for many reasons, such as those below:

- To broaden mutual benefit and support towards mission activities
- To connect managers to other government/public programs to maximize effectiveness
- To conserve public lands and resources
- To establish links among the agency and stakeholders
- To facilitate an understanding of the FS mission, mandates, and goals
- To facilitate cross-boundary solutions to broad conservation challenges
- To help to efficiently meet our agency mission
- To link agency change and advocacy functions for greater impact
- To minimize the potential for contradictory activities between the FS and other agencies and partners
- To promote public educational activities
- To share information and resources
- To strengthen local non-governmental organizations' (NGOs) and others' capacity as development vehicles
- To strengthen the institution, such as through financial support and technical capacity

Partnerships help achieve goals while building trust, creating mutual learning opportunities, and leveraging resources and skills.

The following elements must be in place to build and maintain a successful partnership:

- Agreement on the partnership's scope, including the intent and scale of the effort
- Common visions, as well as respect for and knowledge of each other
- Sufficient resources, including data, money, skills, staff, and time

What are some principles of partnering?

Partnerships provide efficient and innovative ways to accomplish mission activities while simultaneously fostering greater citizen stewardship of public lands and resources. The following principles can help ensure success in the process:

- Be user/stakeholder focused! In entering a partnership, recognize that shared benefit and interest reside at the heart of the relationship. Honor those similarities and strive to understand viewpoints, challenges, and success.
- Have a shared vision. A mutual vision drives success and should be collaboratively built to deepen commitment and understanding.
- Establish clear goals, objectives, and outcomes. When relationship sideboards and goals are clear, greater understanding and energies result.
- Have regular management meetings, involving core stakeholders. As with any relationship, more discussion and "face-to-face" time provides the necessary nourishment towards success.

- Document the partnership. Documentation helps focus and fuel a relationship, providing measures of accountability and accomplishment.
- Monitor and evaluate work. Honest and reliable feedback about progress can help communicate success and highlight challenges before they become problems.
- Create an information strategy. Sharing current and background information empowers a partnership. Celebrate successes and talk through issues.
- Promote flexibility. Be adaptable to changing needs and aspirations among the partners; be cognizant of changes in the external environment and their impact on your planned work.

3. G&A Points of Contact

You are never alone in working through the G&A process! If you need advice, contact your local G&A specialist. In fact, whenever you're considering developing a partnership, feel free to contact a G&A specialist for guidance. A G&A national contact list is located at

<http://fsweb.wo.fs.fed.us/aqm/grants/GrantsContacts.php>.

Whom should I contact for G&A help?



4. G&A Roles and Responsibilities

What are my program manager G&A responsibilities?

This chapter is an overview of the roles and responsibilities of those typically involved in the G&A process. While everyone's role is important, the focus here is on your role so that you'll know what you need to do as the program manager (PM) of an agreement. Always remember you can contact your local G&A specialist if you come across a process step you don't understand or an issue that is beyond your role.



For the purposes of this guide, each agreement requires four primary players—the program manager (PM), G&A specialist, budget approver, and signatory official—to meet requirements related to the fiscal accountability and ethical nature of agreements.

The primary work you perform under your job description determines your role for a particular agreement. For example, a budget analyst who approves the budget line item for a specific agreement cannot also be the signatory official because proper checks and balances must be in place. In this example, G&A would assign the budget analyst the budget approver role. As another example, separation of duties requires that a wildlife

biologist who will provide the technical oversight to an agreement (thus operating as the PM) cannot also be the budget approver (see FSM 1580.41, Grants and Agreements Officials).

The following paragraphs describe the four roles and related responsibilities, including extra explanation for the PM role.

4.1 Program Manager (PM)

The program manager (PM) is responsible for ensuring the project or program is initiated, coordinated, and completed to meet both FS and cooperator goals. FSM 1580.41g, Program Managers; and other requirements found throughout FSM 1580, Grants, Cooperative Agreements, and Other Agreements; and FSH 1509.11, Grants, Cooperative Agreements, and Other Agreements Handbook provide full detailed management procedures.

A PM's main agreement tasks fall into three categories explained below: development and execution, administration, and closeout.

A. Development and Execution

- Coordinate with the local budget official to ensure the proposed FS funds are available for the type of project contemplated. If funds are incoming, discuss their use and verify they are appropriate for the performance period.
- Ensure the scope of work or operating plan developed with the cooperator properly describes the proposed project and that the financial plan (FP) and/or operating plan reflect the work contemplated.
- Create an I-Web record and perform all PM responsibilities in I-Web, which includes creating, accepting, and approving the I-Web proposal and if applicable, inputting accounting lines into the commitments tab and submitting the proposal for budget approval.
- For Participating Agreements and Challenge Cost-Share Agreements, complete the Ethics and Conduct Certification under the "Certifications" tab in I-Web.
- Furnish the G&A specialist with a properly completed G&A cover page (where the local unit requires one) along with a proposed agreement draft, its associated FP, and other supporting

documentation (for example, project proposals and request for agreement actions) for review. Prior to the agreement's execution, coordinate changes based on G&A advice. Each FSH 1509.11 chapter contains agreement samples.

- Coordinate with the G&A specialist to ensure the official file of record contains the fully executed agreement and a copy is distributed to the cooperator's project contact(s).

B. Administration

- Conduct monitoring activities to ensure cooperator performance is according to plan and fully accomplished under the agreement.
- Furnish copies of pre- and post-award correspondence to the G&A specialist (for example, interim progress reports and final reports), which can be accomplished by attaching correspondence to the agreement's I-Web record.
- Coordinate agreement modifications with the G&A specialist before incurring additional costs or reaching the agreement's expiration date. Modifications may include changes to financial and/or operating plans. Anticipate when additional funding or extensions are required and complete all necessary paperwork before the agreement expires to avoid a workload crisis!
- Ensure cooperators understand all financial and performance reporting requirements and submit all required reports according to the agreement terms. Ensure completed report copies are included in the official file and/or attached in I-Web for ease in audit review.
- Review payment requests (for example, reimbursement invoices and advance requests) and either approve or reject such requests. Document invoice rejection reasons in either the payments or notes tab in the I-Web record.



- Assess the need for corrective action to address performance issues or internal control issues related to financial management, including recommendations for debarment, suspension, financial controls, or termination.

C. Closeout

- When the work is fully accomplished, funding has run out, and/or the agreement has expired, coordinate with your G&A specialist to close out the agreement.

4.2 G&A Specialist

The G&A specialist is an FS employee certified for having responsibility to award, administer, and close out instruments governed by FSM 1580 and working full-time within an Acquisition Management functional area. While job titles may vary from “grants and agreements specialist” to “grants specialist” or “agreements coordinator,” the individual signing must be G&A certified.

A. Development and Execution

- Provide advice to PMs during proposed agreement review and negotiation.
- Review proposals for use of proper authority and agreement type.
- Examine proposals for ethics-related issues.
- Ensure the agreement is properly executed.
- Execute and obligate funds in I-Web.



B. Administration

- Problem solve and coordinate with the PM and cooperator.
- Assess the need for conducting site visits and/or meetings.
- Help the PM with agreement modifications as needed.
- Assess the need for corrective action to address cooperator performance or internal control issues related to financial management.

C. Closeout

- Help the PM close out an agreement.
- De-obligate un-liquidated obligations.

4.3 Budget Official

The budget official is an FS employee with responsibility for determining authorized uses for job codes, job code availability, appropriate funding levels within a specific job code that will be used to obligate the agency, and budget object codes. For FSM 1580 instruments, this individual has I-Web responsibilities. Job titles may vary from "budget official" to "budget coordinator," "budget analyst," and so forth.

A. Development and Execution

- Validate the job codes and budget object codes the PM may use (based on a submitted WorkPlan).
- Ensure sufficient funds are available for the proposed project.
- Perform all budget approver responsibilities in I-Web.

4.4 Signatory Official

A signatory official is an FS employee authorized to sign an FSM 1580 agreement. Not just anyone can do this! Signatories include the following:

- Chief
- Deputy Chiefs
- Directors of the following: International Institute of Tropical Forestry (IITF); International Programs (IP); Law Enforcement and Investigations (LEI); Northeastern Area; Research Stations
- LEI Special Agents in Charge
- Regional Foresters

These officials may delegate their authority in writing to others, including those assigned to temporarily act on their behalf. Delegation letters can be found under the 1230 file designation in the Correspondence Database. Copies of all delegations must be on file with the local G&A office.

In most instances, Regional Foresters have delegated signatory authority for agreements to Forest Supervisors. In turn, through an annual delegation of authority letter, they have given permission to anyone serving as acting Regional Forester to sign agreements. At a minimum, annual delegations are required unless a shorter duration is appropriate and must be in writing with a copy provided to the G&A specialist.

5. I-WEB and UMA User Roles

What are my program manager I-Web and UMA user roles?



This chapter provides an overview of I-Web and the User Management Application (UMA) roles that apply to you as a program manager (PM). I-Web is the Forest Service grant management system used for all FSM 1580 agreements, and the UMA is an application within I-Web that assigns user roles. For example, I-Web tracks grants; facilitates obligations and payment; provides checks and balances; and ensures user compliance with mandated process requirements.

You must carry out your I-Web responsibilities so the FS can pay your cooperator and follow through with other critical obligations. If you come across a role requirement you don't understand, contact your local G&A specialist.

5.1 Obtaining I-Web User Access

Before requesting access to the G&A module in I-Web, you must have an e-Authentication username and password. If you don't have an account, visit <http://www.eauth.egov.usda.gov/eauthCreateAccount.html> and complete the application.

I-Web users can request access to roles through the User Management Application (UMA). UMA approvers may assign users only one of the three I-Web G&A roles: program approver, G&A specialist, or budget approver.

Take the following steps to access I-Web G&A:

- Go to the Natural Resource Manager (NRM) Web site (<http://fsweb.nrm.fs.fed.us/>) and click the "Login to I-Web" link.
- You also can log in to I-Web directly by going to <https://iweb.fs.usda.gov/>.
- An e-Authentication account is needed. If you don't have an account, visit <http://www.eauth.egov.usda.gov/eauthCreateAccount.html> and complete the application.
- Read the e-Authentication warning banner and click "Continue."
- Enter your e-Authentication user ID and password.
- If you have a role in any of the I-Web or Infra modules, then you will automatically be directed to the I-Web Dashboard. To request that G&A program approver roles be added to your profile, follow the instructions found in the "Request Changes to an Existing Profile" help topic at <http://fsweb.nrm.fs.fed.us/support/csh.php?id=191>.

- For new I-Web users, instructions for requesting I-Web access and G&A program approver roles are available in the "Request a New I-Web Profile" help topic at <http://fsweb.nrm.fs.fed.us/support/csh.php?id=176>.

5.2 G&A Program Technician and Approver Roles

When requesting an UMA role, you'll need to decide which of the following best fits your prospective agreement participation. Contact your local G&A specialist for help.

Program Technician (G&A PROGRAM TECHNICIAN)

- Input required proposal data.
- Input approved proposal details.
- Input commitment details.
- Break out payment details.
- View records and attachments.
- Run reports.

Program/Project Approver (G&A PROGRAM APPROVER)

- Accept or reject proposals in G&A.
- Identify job codes for project funding amounts.
- Complete the "Ethics Certification" tab.

- Submit approved proposals to the budget approver for funds availability certification.
- Specify that commitments are not applicable.
- Approve or reject payment requests.
- Submit payment requests to Albuquerque Service Center (ASC) for Foundation Financial Information System (FFIS) payment processing.
- Submit job code or funding modifications to the budget approver for certification of funds availability.

5.3 Obtaining I-Web Help

Several user support resources are available for I-Web Grants and Agreements. Your G&A specialist can answer your questions or you can find a complete list of resources on the Natural Resource Manager (NRM) Web site at <http://fswweb.nrm.fs.fed.us/support/docs.php?module=Grants and Agreements>. Highlights include the following:

- G&A Help and User Guides are the primary user support tools for the I-Web G&A application. They contain complete instructions for using all I-Web G&A functionality.
- QuickGuides are short (usually one or two pages) reference guides that focus on critical G&A tasks.

Direct further questions to the Business Application Service Environment (BASE), the helpdesk for I-Web G&A. You can log in to BASE at <http://apps.fs.fed.us/base1/tmtrack.dll> and submit your issue there. Additional BASE resources are located on the NRM Web site at <http://fswweb.nrm.fs.fed.us/support/helpdesk/>.

6. Getting Started: Pre-Award Steps and Decisions

How do I start the G&A process?

This chapter explains how to get started with an agreement proposal. You'll need to determine if your evolving proposal has four basic elements needed to proceed as an FSM 1580 agreement. If you've concluded that FSM 1580 is appropriate, then look closely at the proposed agreement and authority requirements (Note: a useful tool, An Agreements' Decision Tree, can be found in Appendix A). As always, if you need help, get in touch with your G&A specialist.



6.1 Four Basics Needed to Proceed with an FSM 1580 Agreement

When you contemplate developing an agreement as a program manager (PM), you need to ascertain four key elements early on: authority, appropriations, principle purpose test, and appropriate agreement type. If you are unsure which agreement(s) is/are more appropriate, visit with your G&A specialist, who can help you choose the correct instrument for your project. The information in section 6.3 should also help.

6.1.1 Authority

In order for the FS to carry out any activity, a Federal law must permit the agency to perform that activity or the FS can't do it. See FSM 1580 for a listing of commonly used authorities and ask yourself which authority allows you to do your project.

6.1.2 Appropriations

Congress must also give, or appropriate, funds to the FS to accomplish its work. Sometimes Congress earmarks funds for a specific purpose, but typically Congress appropriates funds based on categories, such as National Forest System (NFS) lands, research and development (R&D), fire, etc.

The FS must ensure appropriated funds' use corresponds to given authorities. For example, the FS can use NFS appropriations under the authority of the Cooperative Funds and Deposits Act to do interpretative services but cannot use NFS appropriations for research activities under the Forest and Rangeland Renewable Research Act; that is, under an R&D authority. As the PM, you should confirm your planned use of funds aligns with appropriated funds authorities.



6.1.3 Principle Purpose Test (FSH 1509.11, sec. 13.5, Principle Purpose Test)

Once you have determined both the authority and appropriations are available, you must look at the activity's principle purpose. Ask yourself which authorization is most appropriate for your project:

- Gift or donation
- Federal financial assistance document (grant or cooperative agreement)
- Procurement, property transaction, lease, or special use permit
- Volunteer agreement

6.1.4 Appropriate Agreement Type

If after reviewing the authority, appropriations, and principle purpose test, you verify that an agreement is appropriate for your project, use those same tools and other FSH 1509.11 requirements to determine which is the appropriate agreement type for your project.

6.2 Commonly Used Agreement Types and Associated Authorities

The FS and its partners rely upon many authorities and agreement instruments to support working together. This guide covers only those FS authorities and agreements commonly used with the NFS. Below, you'll find brief descriptions of available agreements, their commonly used authorities, and general requirements.

If after looking through these different types of agreements, authorities, and general requirements, you verify your project fits into one or more of these agreement types and you have approval to continue with your project, then you're ready to move to the next stage, G&A review.

Forms for all agreement types—such as Collection Agreements, Interagency Agreements, Memorandums of Understanding, and Partnership Agreements—are available on the WO G&A Web site

at <http://fsweb.wo.fs.fed.us/aqm/grants/Templates.php>. These forms contain instructions to help you draft a proposed agreement.

6.2.1 Collection Agreements (COs)

The FS uses a Collection Agreement (CO) to accept money from a non-Federal party to carry out a purpose authorized by law. The FS does not use these agreements to receive gifts or charitable contributions.

6.2.1.1 Commonly Used Authorities and General Requirements for COs

A. Cooperative Funds Act of June 30, 1914

This act authorizes the FS to accept cash contributions from a cooperator to work on Forest Service projects that benefit the national forests.

General requirements include the following:

- The funds must be for forest evaluation, protection, or management and improvement of NFS lands. Work must benefit an FS program, and the FS will accomplish the work by using its own personnel, procurement contract, agreement, or other appropriate method.
- The FS must have funds available for the proposed agreement activities. Reimbursable billings are authorized under the act; however, a payment bond may be necessary (see sec. 40.4 and FSH 6509.11k). Also see FSM 6561.7, Collection Agreement Bonds for a list of acceptable payment bonds.
- Contributions must be voluntary.



- Contributions may cover all or part of the cost of the work.
- If the cooperator is willing to allow overhead expenses, you should use the annual overhead rate found in the Program Direction. Your G&A specialist or budget analyst can help you determine the correct rate.
- Acceptance of funds must not be conditional upon endorsement of firms or products. Avoid the appearance of any endorsement.
- The authority is service-wide and has no legislated limitations on the types of funds that can be used to enter into a partnership.
- Only cash, checks, or money orders can be accepted. Acceptance of services, equipment, materials, and supplies is not authorized.

B. Granger-Thye Act of April 24, 1950

Section 5 of the Granger-Thye Act authorizes the FS to perform work (that it can otherwise do for itself on NFS lands) to benefit a cooperator when the work is related to the administration, protection, improvement, reforestation, etc. of State, county, municipal, or private land within or near NFS land. The authority also allows work to occur on NFS or FS-administered lands when the party requesting FS services occupies or uses that land.

General requirements include the following:

- Although the main reason for a Granger-Thye Collection Agreement is to have work done on cooperator-managed lands, some public benefit, even if only indirect, must exist from accomplishing the contemplated work.
- The FS may not do work for individuals or organizations merely as a matter of accommodation, because the agency is better equipped, or because it can do the work at a lower cost.

Agreements should not be initiated to supplement the use of FS crews or equipment not otherwise justified on a full-time basis for normal FS activities. For example, you can't lend your fire crew to other entities under a Collection Agreement just to extend the crew's season without some public benefit (for example, hazardous fuel reduction on land adjacent to NFS lands).

- Acceptance of funds must not be conditioned upon endorsement of firms or products. Avoid the appearance of any endorsement.
- Work on non-NFS lands is authorized provided the cooperator agrees to fund the portion of the work for which the cooperator is responsible and to not hold the FS liable for any damage associated with the work performance.
- Contributions may cover all or part of the cost of the work.
- Acceptance of services is not authorized.
- Collection Agreement conditions involving work on State, county, municipal, or private land, including administration, protection, improvement, reforestation, or other kinds of work the FS is authorized to do on its lands are listed in the bullets below. They do not authorize equipment rental or general contracting.
- Funds to cover the anticipated cost of the work, including overhead, must be collected in advance of any work performed. Reimbursable payments may be allowed if the cooperator meets the requirements for reimbursement (see FSM 6512.12a). Where work benefits both the cooperator and the Government, ensure the cooperator advances an amount equal to the estimated job cost of the portion attributable to the cooperator.
- Establish a budget estimate to cover costs:
 - Include all costs to the Government, including overhead, if applicable.

- Conduct a thorough job cost analysis.
 - Retain the analysis and support data in the official file.
- Contributed funds must be given to the FS voluntarily. Although the cooperator may be required to perform the work under other authority such as State or local law, contract, permit, or license, the FS may not require the cooperator to enter into the arrangement with the FS and deposit funds.
- The project or work location must be as follows:
 - On land in State, county, municipal, or private ownership and situated within or near a national forest
 - Close enough to facilitate administrative work on the national forest (for example, hazardous fuels reduction work where the non-Federal lands are interspersed with or adjacent to NFS lands)
- Work is authorized provided the cooperator agrees not to hold the FS liable for damage associated with the work performance.

6.2.2 Cooperative Law, Fire Protection, and Forest Road Agreements

This guide does not provide any specific guidance on developing a Cooperative Law Enforcement, Fire Protection, or Forest Road Agreement. For specific requirements on these three agreements, contact your local G&A specialist and either your law enforcement and investigations, fire and aviation, or engineering management PM, as appropriate.

6.2.3 Interagency Agreements (IAs)

The FS uses an Interagency Agreement (IA) to provide materials, supplies, equipment, work, or services to another Federal agency to accomplish its mission or vice versa. Some people refer to these as Intra-governmental Orders (IGOs). Do not confuse Interagency Agreements with Intra-agency Agreements between two FS units, which FSM 1580 does not cover.

You can document Interagency Agreements on Form AD-672, FS-1500-6 or on another agency's form. If another Federal agency is the funding or requesting agency, then the FS will likely use that agency's form while capturing all of the FS-required information on the form.



6.2.3.1 Commonly Used Authorities and General Requirements for IAs

A. The Economy Act of June 30, 1932

Section 601 of this act authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal agency.

General requirements include the following:

- The order/purchase is in the best interest of the United States.
- The agency is unable to procure the goods or services as conveniently or cheaply from a commercial enterprise.
- The agency filling the order is able to provide or procure by contract the required goods or services.
- Funds are available for that purpose.
- If the FS is procuring goods or services from another Federal agency, an Economy Act Determination and Finding Letter (D&F) is required. As PM, you need to prepare and sign a D&F that a contracting officer must then sign. A copy of the approved D&F must be placed in the official file. Subsequent funding increases to an order require the completion of a new D&F.



B. Service First Authority

The Service First Authority is designed to improve customer service between the U.S. Department of Interior land management agencies—the Bureau of Land Management (BLM), Fish and Wildlife Service (FWS), and National Park Service (NPS)—and the FS by providing streamlined, one-stop shopping across agency jurisdictional boundaries for public land users and to enhance work accomplished between Federal agencies through shared facilities, services, and employees.

General requirements include the following:

- The proposed work applies to the four authorized agencies: the FS and the U.S. Department of the Interior's BLM, FWS, and NPS.
- The participating agencies are conducting projects, planning, permitting, leasing, contracting, and other activities either jointly or on behalf of one another.
- The agencies may co-locate in Federal offices and facilities leased by an agency of either Department.
- The agencies may make reciprocal delegations of respective authorities, duties, and responsibilities in support of the Service First Authority agency-wide to promote customer service and efficiency (see FSM 1237, Delegations of Authority to Other Federal Officials).
- Agreements should follow the Service First Memorandum of Understanding (MOU), which outlines the framework and the procedures the agencies use to fulfill Service First partnerships (see the Washington Office G&A Web page for a copy of the MOU).
- The authority is service-wide and has no legislated limitations on the types of funds that can be used to enter into a partnership.

6.2.4 Memorandums of Understanding (MOUs)

The FS uses a Memorandum of Understanding (MOU) to document a framework for cooperation between the FS and other parties for carrying out their separate activities in a coordinated and mutually beneficial manner where nothing of value transfers between parties.

6.2.4.1 Commonly Used Authorities and General Requirements for MOUs

MOUs require no specific authorities, but the activities described in the MOU must be within the Forest Service mission.

General requirements include the following:

- Use a service-wide master MOU to provide, in general terms, a coordination framework and relationship identification between two or more parties at a national level.
- Do not use an MOU to exchange (or authorize) funds, property, services, or anything of value. Under an MOU, each party directs its own activities and uses its own resources.
- If funding for specific projects is contemplated as a result of an MOU-established relationship, then a separate document such as an agreement, contract, or special use permit must be independently authorized under a separate funding agreement utilizing a specific authority.
- Take care to avoid MOU language that may be construed as committing the FS to future projects or any future obligation. Examples of inappropriate language include such phrases as "the parties will jointly fund" or "the FS will provide technical assistance." Do not use language that can be construed as committing the FS to an enforceable contract and/or agreement or a funds or resources exchange.

6.2.5 Partnership Agreements (Participating and Challenge Cost-Share Agreements)

6.2.5.1 Participating Agreements (PAs)

A Participating Agreement (PA) is a mutual benefit agreement used with two authorities: the Cooperative Funds and Deposits Act and Watershed Restoration and Enhancement Act (Wyden Amendment).

6.2.5.1.1 Commonly Used Authorities and General Requirements for PAs

A. Cooperative Funds and Deposits Act of December 12, 1975

This act authorizes the FS and the cooperator to perform work from which they would accrue mutual non-monetary benefit in the areas of cooperative pollution abatement; cooperative manpower, job training and development programs; development and publication of cooperative environmental education and forest history materials; and forestry protection.

General requirements include the following:

- Purpose – This authority is used when the FS enters into cooperatively performed, mutually beneficial national forest projects with non-Federal parties in four specific areas:
 - Cooperative manpower, job training, and development programs
 - Cooperative pollution abatement
 - Forestry protection
 - Publication development involving cooperative environmental education and forest history materials
- Cooperators – The agreement may be with any non-Federal cooperator.
- Mutual Interest/Mutual Benefit – The FS and the cooperator must share mutual interests and mutual benefits. Both elements must be present.

- Funding/Contributions – NFS funds may be used if those funds are otherwise available for carrying out the agreement purposes. The FS and the cooperator must both contribute resources to perform the work. The cooperator's contributions may include cash; real or personal property; services; and/or in-kind contributions, such as volunteer labor.
 - The cooperator may not use funds from other Federal agencies for its contribution to the FS unless specifically provided by the Federal statute authorizing these funds.
- Matching Contributions – The cooperator's contribution should not be less than 20 percent; however, it is best to negotiate a dollar-for-dollar match. Generally, if the cooperator's only contribution is indirect costs, it may more appropriately be a contract.
 - Any subsequent modification(s) should maintain the cooperator's previously negotiated match.
- Advance and Reimbursable Payments – The FS may provide reimbursable or advance payments to its cooperator. Cooperator cash advances are limited to the minimum amount needed to perform anticipated activities or no more than what is needed for a 30-day period, whichever is less.

B. Wyden Amendment (Watershed Restoration and Enhancement Authority)

The proposed project must lead to the following:

- The protection, restoration, and enhancement of fish and wildlife habitat and other natural or cultural resources on public or private lands
- The reduction of risk for natural disaster where public safety is threatened
- A combination of both

General requirements include the following:

- Purpose – Wyden-based Participating Agreements are used when the FS enters into cooperatively performed work related to the protection, restoration, and enhancement of fish and wildlife habitat and other natural or cultural resources on public or private lands; the reduction of risk for natural disaster where public safety is threatened; or a combination of both.
 - All agreements citing this authority must provide a benefit to natural or cultural resources on NFS lands within the watershed.
- Cooperators – Agreements for watershed restoration and enhancement may be awarded either directly with a willing landowner or indirectly through an agreement with a State, local, or tribal government or other public entity, educational institution, or private nonprofit organization.
- Mutual Benefit – Mutual benefit is required.
- Funding/Contributions – You may use NFS funds if those funds are otherwise available for carrying out the agreement purposes. For example, you must use fisheries funding for a fishery project. In all instances, the FS and the cooperator must contribute resources to perform the work, share mutual interests, and benefit in the same qualitative way. The cooperator's contributions may include cash; real or personal property; services; and/or in-kind contributions, such as volunteer labor.
 - The cooperator may not use funds from other Federal agencies for its contribution to the FS unless specifically provided by the Federal statute authorizing those funds.
- Matching Contributions – No set formula for determining the amount each party contributes exists, but cooperator contributions should always be calculated and commensurate with benefits gained. No minimum matching requirement exists either.

- Advance and Reimbursable Payments – The FS may provide reimbursable or advance payments. Cooperator cash advances are limited to the minimum amount needed to perform anticipated activities or no more than is needed for a 30-day period, whichever is less.

6.2.5.2 Challenge Cost-Share Agreements (CSs)

The FS uses Challenge Cost-Share Agreements (CS) when the FS and its cooperator develop, plan, and implement a mutually beneficial project that enhances FS activities.

6.2.5.2.1 Commonly Used Authorities and General Requirements for CSs

A. Interior and Related Appropriations Act of 1992

This act authorizes the FS to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance FS activities and where the cooperator provides matching funds or in-kind contributions.

General requirements include the following:

- Purpose – The act allows parties to cooperatively develop, plan, and implement a mutually beneficial project to enhance an FS activity.
- Cooperators – Public and private agencies, organizations, institutions, and individuals can be cooperators.
- Mutual Interest/Mutual Benefit – The FS and the cooperator must share mutual interests and benefit in the same qualitative way from the agreement objectives.
- Funding/Contributions – The FS and the cooperator must both contribute resources to perform the work; share a mutual interest; and benefit in the same qualitative way. NFS

funds may be used if those funds are otherwise available for carrying out the types of activities anticipated under the agreement. The cooperator's contributions may include cash; real or personal property; services; and/or in-kind contributions, such as volunteer labor.

- The cooperator may not use funds from other Federal agencies for its contribution to the FS unless specifically provided by the Federal statute authorizing these funds.
- Appropriated funds may not be used for permanent improvements to private property unless specifically authorized by law (see FSM 6511.18c).
- Matching Contributions – The cooperator's contribution should not be less than 20 percent. The less the cooperator's direct contribution, the more likely the activity should be accomplished through procurement or personnel procedures. Negotiate contributions for each agreement on its own merits with an attempt to negotiate a dollar-for-dollar match from the cooperator. The cooperator may satisfy the matching requirement by providing cash; real or personal property; services; and/or in-kind contributions, such as volunteer labor. Generally, if the cooperator's only contribution is indirect costs, then the contribution should not qualify for a Challenge Cost-Share (CS).
 - Any subsequent modification(s) should maintain the cooperator's previously negotiated match.
- Advance and Reimbursable Payments – Only reimbursable payments are allowed. Advance payments are not permitted.

6.3 Initial Considerations

Once you've identified with whom you'd like to partner, you're ready to begin the initial considerations process. Below are several points to consider before entering into an agreement with a cooperator.

- Is there any potential conflict of interest or the appearance of a conflict of interest with this partner? Remember the FS can't endorse a cooperator's product or service or directly market a cooperator's product or service by mail or other means. Even the appearance of an endorsement places the agency

in a questionable, ethical position and must be avoided. Direct any questions concerning this issue to the USDA Ethics Office (<http://www.usda-ethics.net/>).

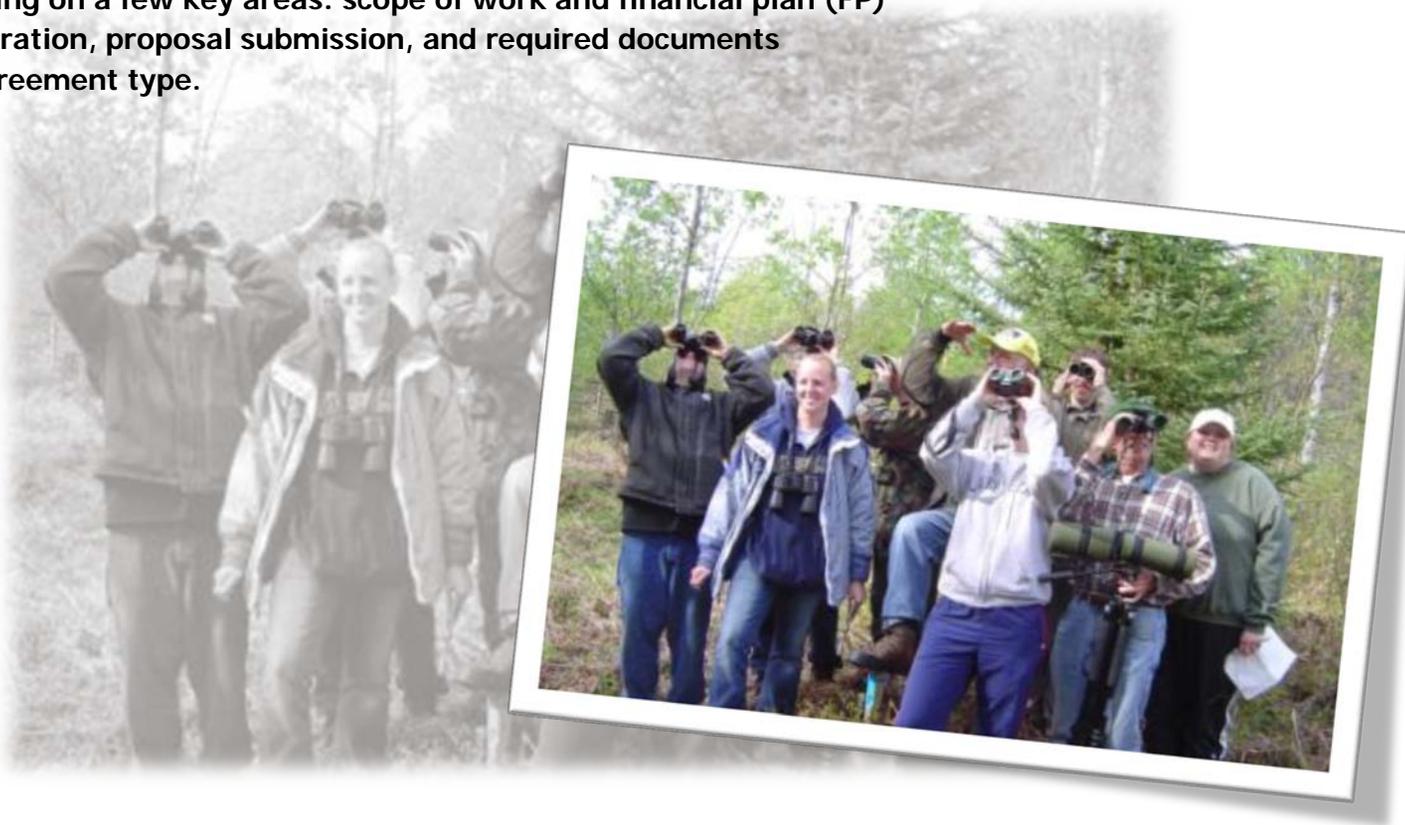
- What is the project proposing to do, and is it consistent with the Forest Service mission? What methodology is being used, and what technical specifications are needed? Remember that as an agency the FS can't do something indirectly if prohibited from doing it directly.
- Who is performing the work or specific parts of the work? Does the cooperator have the capacity and capability to meet its obligations (for example, financial standing, organizational capacity, and time/product management)?
- What is the full cost of the project? Be sure to consider each party's share in the project and that costs are commensurate with the benefits received. Discuss the FP and the requirement to separate costs into cost elements along with the need for cost analyses. Ensure the cooperator understands that all costs must be labeled as direct, indirect, and/or in-kind.
- What deliverables or results are anticipated?
- What is the project timeline and performance period? Is there sufficient time for the program, budget, and G&A approval processes to be initiated and completed before the anticipated project start date?

Regardless of who initiates discussions, all project elements are subject to negotiation. However, not all form provisions are negotiable (for example, the FS assuming liabilities or indemnifying the partner is not allowed; check with your G&A specialist). Just because you begin an agreement discussion with a cooperator doesn't mean you have to agree to something that seems inappropriate. Your G&A specialist can help you work through cooperator negotiations and ensure the agreement meets all mandated law and policy requirements.

7. G&A Review

What is the G&A review process?

This chapter explains the G&A review process while focusing on a few key areas: scope of work and financial plan (FP) preparation, proposal submission, and required documents by agreement type.



7.1 Preparing the Scope of Work and Financial Plan (FP)



To ensure the proper use of Government funds, monitoring, and a full understanding of the totality of a cost-sharing agreement, FS policy requires all FSM 1580 agreements to contain a financial plan (FP) and a scope of work (sometimes called an operating plan). This chapter focuses on Partnership Agreements since both parties share resources and costs. The FP and scope of work must complement one another. With proper financial planning and cost analysis, agreement parties can better understand the expectations and deliverables associated with the agreement.

For example, if an agreement contains a statement of work that suggests the FS will provide funding to reimburse the cooperator's cost associated with trail work, then the FP will display, in detail, the parties' contributions to the project. If the agreement merely states that each party is contributing \$45,000 for work to be performed, then neither party clearly understands the scope of work to be performed (for example, how many trails to work on, how many miles of trails, etc.); how much is to be spent on a project's specific cost elements (for example, labor, travel, and materials/supplies); and how much of each cost element the parties are going to fund (for example, is the FS or the cooperator paying for a specific cost element or are they cost-sharing?).

Only by knowing who performs what activity and who pays for specific costs can the parties accurately understand what is required of each as they work towards accomplishing the agreement's goals. Therefore, you and the cooperator must negotiate all contributions to the proposed agreement in accordance with the scope of work. Before recording financial information on an FP, you and the cooperator must identify the contribution sources and amounts to cover the agreement costs; break down the costs into cost elements; perform a preliminary cost analysis; and record the resulting financial information on the FP. Anytime during the negotiations process, contact your G&A specialist for advice or to request his/her participation in discussions with the cooperator.

7.1.1 Scope of Work Requirements

The scope of work identifies each participant's respective roles, responsibilities, obligations, and accountability to achieve the stated joint project objectives. Specifically, the scope of work must contain the following:

- An explicit statement outlining the character and extent of anticipated FS and cooperator involvement (carefully crafted to avoid unnecessarily increasing agency liability under the agreement)
- Project performance measurements to evaluate achievement of specific milestones or mutual objectives
- A resource list naming the providing party; such as services, facilities, equipment, materials, supplies, and personnel, and if applicable, a schedule indicating when they will be provided

7.1.2 Financial Plan Requirements

The financial plan (FP) illustrates detailed project cost negotiations between the cooperator and the PM. The FP should include the following (forms are located at <http://fsweb.wo.fs.fed.us/aqm/grants/Templates.php>):

- Contribution Sources and Amounts – As PM, discuss the proposed project's financial cost with the cooperator and determine resources required for project completion as well as the resources each party plans to bring to the agreement, including identified direct costs, indirect costs, and in-kind contributions.
 - You should also identify any third-party funds (other Federal and non-Federal entities) and include them in the FP to capture the project's full value and help track outside contributions to the FS. Additionally, you need to ensure that a cooperator's matching contribution does not include



other Federal funds unless they are specifically authorized by statute. In the trail work example, the cooperator may not use Bureau of Land Management funds to meet the negotiated 50 percent match but would instead need contributions from non-Federal resources to meet the matching requirement.

- It's rare, but sometimes the cooperator earns or anticipates earning program income under the agreement, which is revenue generated through the project between the project's effective start date and completion. Examples include conference or workshop fees, real property rental income, or project commodity sales. You must record this income in the FP.
- Cost Element Breakdowns – You and the cooperator should break the costs into identified cost elements during negotiations. Identified cost elements follow: salaries/labor, travel, equipment, supplies/materials, printing, other, and indirect costs. The cost element "other" should be used when costs do not fit under any other identified cost element.
 - Trail maintenance volunteers who are transported from town to the forest provide an example. Instead of grouping the costs for both elements under "travel," use the category that most clearly identifies the costs. In this example, the volunteer work should be categorized as "salaries/labor," and transportation costs should be shown under "travel."
- Preliminary Cost Analysis Performance – After breaking down contributions into cost elements, you must perform a preliminary cost analysis. If multiple unit costs exist under a cost element, break out those unit costs to show how the total was derived. For example, multiple trips under the travel cost element would show estimated per diem, mileage, and lodging costs for each trip or traveler. The cost analysis ensures costs are reasonable and necessary for project completion and helps to determine how well the proposed costs reflect the proposed work identified in the scope of work.
 - For example, using the trail work illustration again, if the FS and the cooperator each contribute \$4,400 cash for "salaries/labor," then a breakdown of the \$8,800 must be shown. So you and the cooperator need to determine approximately how the \$8,800 will be used. In this example, consider how many workers will participate; how many days they will work; how many hours per day they will work; and how much they will be paid (for example, 10 workers x 11 days x 8 hours/day x \$10/hour = \$8,800).

- All factors and estimated costs used in the cost analysis (for example, number of workers, number of days they will work, and so forth) must be analyzed to determine whether they are reasonable. For example, is \$10/hour for trail maintenance reasonable in the area in which work will be performed? Is 11 days reasonable, or is 50 days? In some places, during certain times of the year, the answer may be “yes;” in others, it may be “no.”
- To determine if costs are reasonable and necessary, you may compare them to historical contract prices using Department of Labor wage statistics (see <http://www.bls.gov/oes/current/oesrcst.htm>). Government rates for similar work may be obtained from other program personnel (such as procurement, financial management, human resource management) or other reasonable methodology. Always use the reasonable prudent person standard; that is, would an outside, reasonable person who knew the relevant facts consider your estimates to be a fair approximation of the expected costs and necessary activities?
- G&A Review of the Financial Plan (FP) – G&A will review the FP to ensure the “math” is done properly; the proposed costs are allowable, allocable, and reasonable; and all proposed costs comply with Federal laws, regulations, and agency directives, terms, and conditions of the agreement, including Federal appropriations law and appropriate cost principle methodologies.

Look in FSH 1509.11, sec. 79, Samples, to see some agreement samples with their corresponding FPs (properly filled out).

7.2 Submitting Your Proposal to G&A

Because the submission process can vary, contact your local G&A specialist for proposal submission instructions.

7.3 Required Documents by Agreement Type

Submitted proposals require a set of appropriate documents based on agreement type. Provide G&A a complete legible proposal package to expedite the review process. In most cases, the review and approval process should occur prior to obtaining signatures, which constitutes a legally binding acceptance. In general, proposal packages consist of the following:

- G&A cover sheet (fully completed, when required by your unit)
- Proposed agreement (documented on the appropriate form, if known; for a complete list of forms, see Appendix C, Complete List of FSM 1580 Forms)
- Scope of work/operating plan (this may be included in the form)
- Financial plan (broken down by cost elements and a preliminary cost analysis)
- Delegation of authority letter, when required

7.4 Obtaining a Job Code

The Albuquerque Service Center (ASC)—Reimbursable and Advance Collections Agreements (RACA) staff assigns job codes on the basis of signed collection agreements and available budget authority (also known as apportionment authority) in the reimbursable or trust funds that will be used to collect the project costs.

To learn how to obtain a job code for a new agreement, go to the RACA Web site at <http://fsweb.asc.fs.fed.us/bfm/programs/financial-operations/reimbursables/> and read the section entitled How do I obtain a job code for a RACA agreement?

The following situation exists for establishing a job code in a new fiscal year for multi-year agreements:

- RACA will automatically rollover existing job codes based on a mid-September analysis.
- Job codes will be available by October 1 of the new fiscal year.

- RACA will post a spreadsheet on its Web site to identify which job codes have been rolled.
- If job codes are omitted, units may request via "Roll Job Code to New Year" transmittal purpose code in I-Web or via FS-6500-205 for non-G&A agreements.

For more information, see the RACA Field Instructions.



Table: Agreement Types and Their Required Documents

Required Documents > Agreement Type/Transaction v	G&A Cover Sheet (when required by your unit)	Proposal/Form	Scope of Work	Financial Plan	Delegation of Authority Letter	Economy Act Determination Letter	Proof of Cooperator's Indirect Cost Rate
Interagency (FS as requesting agency)	FS-1500-20 (WO only)	AD-672-or FS-1500-6	YES	YES	*	YES	YES
Interagency (FS as performing agency)	FS-1500-20 (WO only)	AD-672-or FS-1500-6	YES	YES	*	NO	NO
Collection	FS-1500-20 (WO only)	FS-1500-11 or coop.' form	YES	YES FS-1500-18	*	NO	NO
Participating	FS-1500-20 (WO only)	FS-1500-16	YES	YES FS-1500-17 A, B, or C	*	NO	YES
Challenge Cost-Share	FS-1500-20 (WO only)	FS-1500-10	YES	YES FS-1500-17 A, B, or C	*	NO	YES
Memorandum of Understanding	FS-1500-20 (WO only)	FS-1500-15 or coop. form	NO	NO	*	NO	NO
Modification	FS-1500-20 (WO only)	FS-1500-19	YES	**	*	***	***
Closeout and/or De-obligation	FS-1500-20 (WO only)	FS-6500-235 or FS-6500-243	NO	NO	*	NO	NO

* Required, if the signatory official is someone other than one who is listed in FSM 1580.

** Applies only when the modification includes changes in funding. *** Applies only when the modification includes increased funding.

8. After the Project Starts: Post-Award Tasks

*What are my
G&A post-award
requirements?*

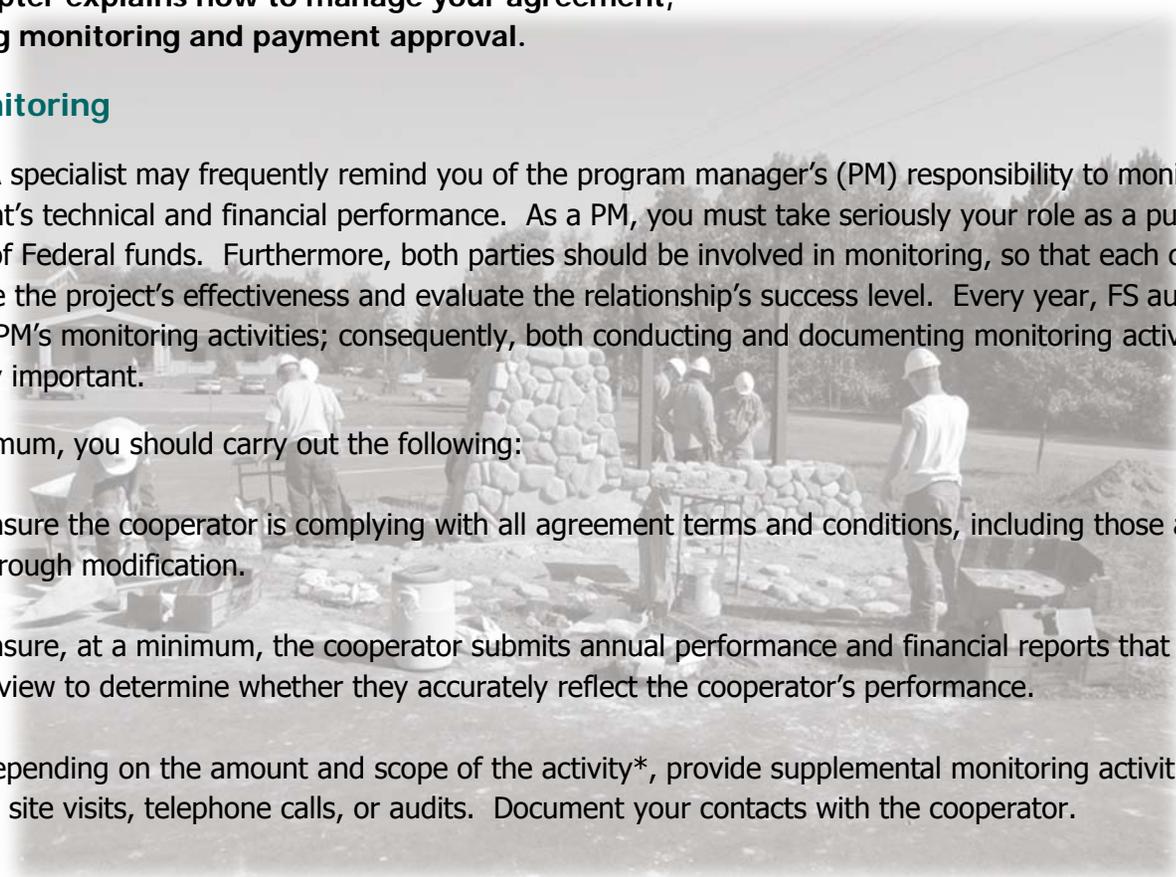
This chapter explains how to manage your agreement, including monitoring and payment approval.

8.1 Monitoring

Your G&A specialist may frequently remind you of the program manager's (PM) responsibility to monitor an agreement's technical and financial performance. As a PM, you must take seriously your role as a public steward of Federal funds. Furthermore, both parties should be involved in monitoring, so that each can determine the project's effectiveness and evaluate the relationship's success level. Every year, FS audits review a PM's monitoring activities; consequently, both conducting and documenting monitoring activities are extremely important.

At a minimum, you should carry out the following:

- Ensure the cooperator is complying with all agreement terms and conditions, including those added through modification.
- Ensure, at a minimum, the cooperator submits annual performance and financial reports that you review to determine whether they accurately reflect the cooperator's performance.
- Depending on the amount and scope of the activity*, provide supplemental monitoring activities, such as site visits, telephone calls, or audits. Document your contacts with the cooperator.



- Maintain a daily (or weekly/monthly, as appropriate based on the agreement scope and amount)* diary. The diary may contain information on progress payments, any difficulties encountered, questions concerning progress or lack thereof, documenting accomplishments, etc.
- Use I-Web for monitoring. All monitoring, such as substantive telephone calls, reports, notes, etc. should be documented and attached in I-Web.

* Check with your G&A specialist to determine what is appropriate based on the project size.

8.2 Payment Approval

As the PM, you are responsible for reviewing and either accepting or rejecting an invoice. A typical payment scenario goes as follows: First, the cooperator sends the Albuquerque Service Center (ASC) an invoice. Then ASC reviews the invoice for compliance with invoicing requirements; that is, does it have the agreement number, amount, period of performance, etc.? If an invoice is incomplete, ASC returns it to the cooperator for correction with a cover sheet indicating errors.

ASC attaches the properly completed invoice to I-Web, generating an email to the payment approver; that is, the PM associated with the I-Web record. Then, as payment approver, you must go into I-Web and either approve or reject the invoice using the guidance below within seven days of receipt of the initial I-Web notification.

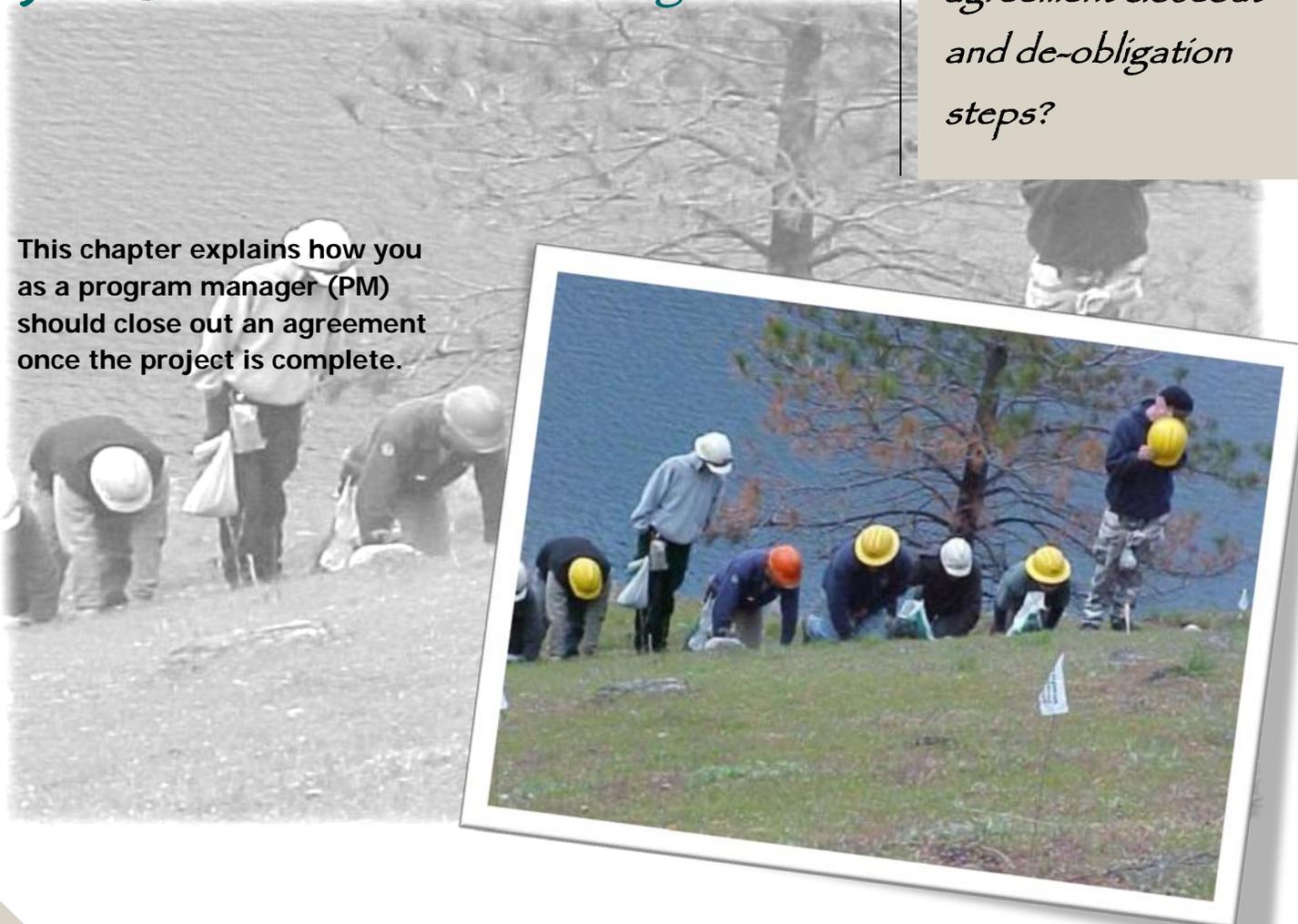
Items billed, whether goods or services, must meet these requirements:

- The expenses must be reasonable, allowable, and allocable for the activities described in the agreement.
- The expenses must accurately reflect activities performed through the invoice date.
- The cooperator's expense must have occurred during the performance period of a properly executed agreement (ASC will verify this).

9. Closeout and/or De-obligation

How do I handle agreement closeout and de-obligation steps?

This chapter explains how you as a program manager (PM) should close out an agreement once the project is complete.



9.1 Partnership, Interagency (Outgoing Funds), and Memorandum of Understanding Procedures

FSH 6509.11k, chapter 50 and FSH 1509.11, chapter 10, Administration, provide guidelines on accounting, reporting requirements, and procedures. Two forms are available for de-obligating funds and/or closing out an agreement: FS-1500-19, Modification, and FS-6500-235, De-obligation and Closeout Request Form. Both are located on the WO G&A Web site at <http://fsweb.wo.fs.fed.us/aqm/grants/Templates.php>.

Follow these basic steps:

- Step 1. Initiate closeouts within 90 days after the performance period has expired and all invoices have been received; payments have been made; work is completed; and proper performance and financial reports have been received and accepted.
- Step 2. Complete the FS-6500-235 closeout/de-obligation form. If substantive documentation is available (such as the final financial report, final invoice, or email from the cooperator approving the de-obligation/closeout), mark Box 7 accordingly and attach the documentation. In this case, only your signature is required. The form includes instructions and examples of acceptable attachments for Box 7.
 - If no substantive information is available, mark Box 7 "None" and obtain signatures from the staff directors/responsible parties who signed the original agreement on behalf of the FS and the cooperator to ensure there will be no future billings.
 - For Interagency Agreements only, substantive documentation must include a signed statement or e-mail from the cooperator's responsible fiscal representative that indicates all payments have been invoiced and paid for, thus corroborating the information in the FS-6500-235.
- Step 3. Forward the completed FS-6500-235 and any supporting substantive documentation to your local G&A specialist following the local submission process.

9.2 Collection Agreement/RACA Procedures

The closeout of a Collection Agreement is the process that occurs when the FS determines that the FS has completed all applicable administrative actions and all required work. The closeout process begins 60 days after the expiration date of the Collection Agreement or when the PM notifies ASC-B&F-Reimbursable and Advance Collection Agreements (RACA) that the agreement is completed.

Follow these basic steps:

- Step 1. Ensure that all costs incurred for the project have been charged to the established project reimbursable job code.
- Step 2. Ensure that all required financial and performance reports are completed, signed, and sent to the cooperator, providing a copy of each report to the G&A specialist for the official file.
- Step 3. Notify your local G&A specialist when the project is complete and the agreement may be closed. You must ensure funds are not spent or utilized once the agreement expires.
- Step 4. Through I-Web, the G&A specialist will notify ASC-RACA when the project is complete and when the agreement may be closed by submitting Form FS-6500-243, RACA Closeout Request/Notification.
- Step 5. Once ASC-RACA notifies the G&A specialist that the agreement may be closed, the G&A specialist will close the agreement and follow prescribed practices for notifying partners, if applicable, that the agreement has been closed.



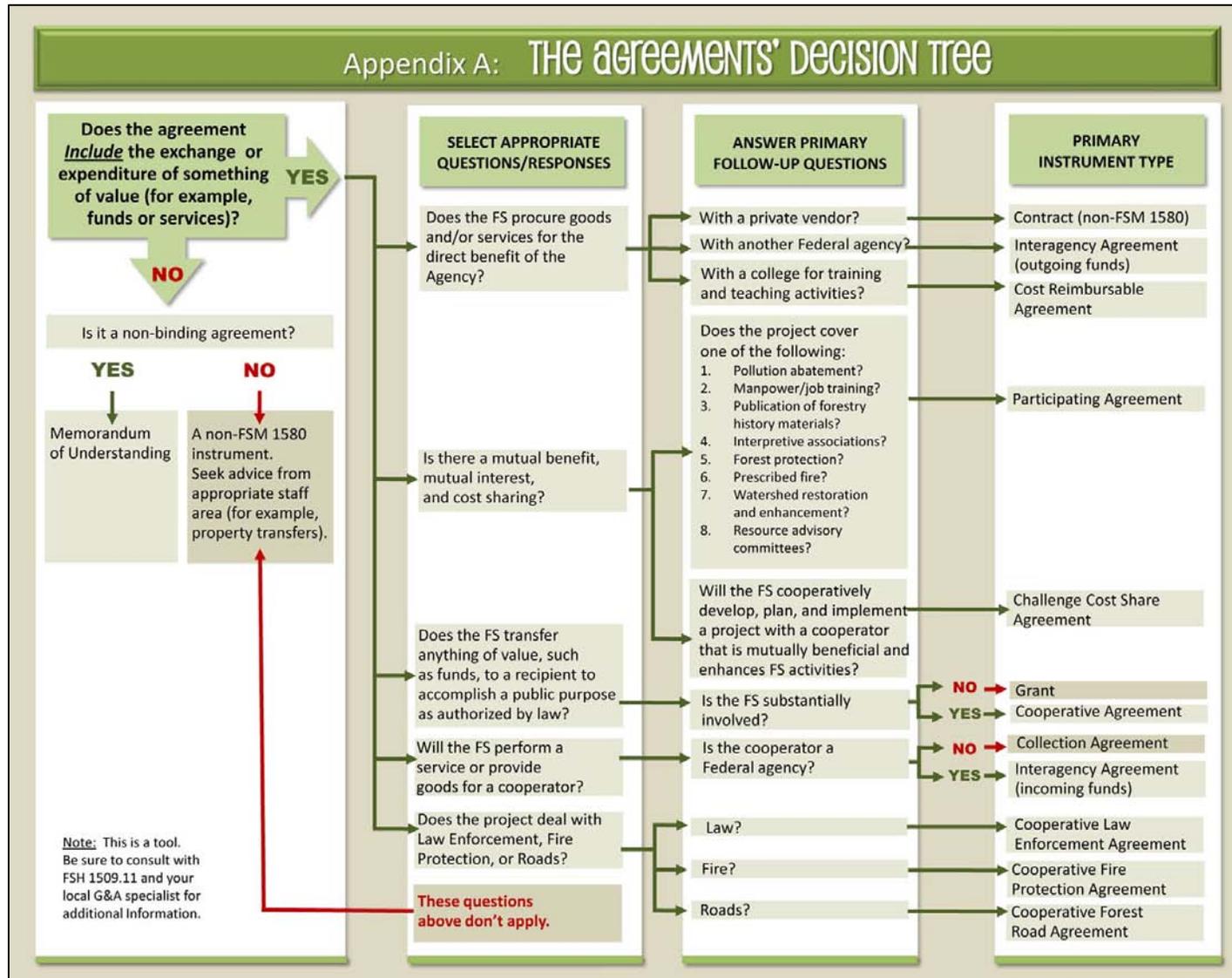
NFS Program Manager's G&A Guide

For complete RACA instructions/procedures, see the ASC-RACA Field Instructions at <http://fsweb.asc.fs.fed.us/bfm/programs/financial-operations/reimbursables/>.

You are responsible for initiating this process.



APPENDIX A – THE AGREEMENTS’ DECISION TREE



APPENDIX B – ACRONYMS AND GLOSSARY

ASC means Albuquerque Service Center.

ASC-B&F means Albuquerque Service Center Budget and Finance.

Allocability refers to allocable cost (see Allocable Cost).

Allocable Cost is a cost as recorded on the agreement's Financial Plan (Long, Medium, and Short) forms associated with an agreement, which in accordance with the relative benefit received by either party for the award is treated consistently with other costs incurred for the same purpose and in like circumstances that meets the following criteria:

- Is incurred specifically for the award
- Benefits both the award and other ancillary work and the cost may be distributed in reasonable proportion to the benefits received (for example, a piece of equipment used for multiple projects)
- Is necessary to the overall operation of the organization although a direct relationship to any particular cost objective may not be shown

Allowability refers to allowable cost (see Allowable Cost).

Allowable Cost is a cost as recorded on the agreement's Financial Plan (Long, Medium, and Short) forms associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, is a cost the parties to an agreement intend to charge, and must be the following:

- Reasonable for the performance of the award
- Necessary and reasonable for proper and efficient performance and administration of the agreement
- Consistently treated as either a direct or indirect cost

- Generally, determined in accordance with generally accepted accounting principles (GAAP)
- Net of all applicable credits (that is, less any future rebates from the purchase of goods or services)
- Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation
- Adequately documented
- Authorized or not prohibited by Federal, State, or local laws and regulations
- Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include entertainment, alcohol, and taxes)
- Consistent with the agency's and the cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities

BASE means the Business Application Service Environment, the helpdesk for I-Web G&A.

BLM means Bureau of Land Management.

CA means Cooperative Agreement.

CO means Collection Agreement.

Contribution means something of value, given in order to achieve mutually agreed upon objective(s) under a Partnership Agreement. Contributions may take the form of labor, materials, money, materials, or supplies. A contribution is not to be confused with a gift or a donation. See FSH 1509.11, chapter 70 (sec. 73.2, 2) for details on different contribution types. Often the project authority determines contribution types allowed.

Cooperator means Cooperator, Partner, and/or Recipient, as appropriate.

Cost Analysis is an economic evaluation technique that involves the systematic collection, categorization (by cost elements), and analysis of program costs to determine reasonableness, allocability, and allowability.

CS means Challenge Cost-Share Agreement.

Debarment is an action taken by a debarring official in accordance with these regulations to exclude a person from participating in a covered transaction (see 7 CFR 3017).

Delegation of Authority means the act of transferring the authority to sign an FSM 1580 instrument by an FSM 1580-authorized signatory official to an individual who is not otherwise authorized to obligate the agency.

De-obligation means administratively removing funds from a job code after determining the funds are no longer needed to fulfill an agency obligation on an agreement.

Direct Costs are expenses that may be specifically attributed to the delivery of a Forest Service program or a program's output and accomplishments. Direct costs include but are not limited to equipment, material, personnel, and supplies. Other costs such as computer office space, computer equipment, and utilities may be direct costs (see also Indirect Costs).

Execution (or fully executed) means that all parties have signed the agreement.

Foundation Financial Information System (FFIS) is the Forest Service primary accounting system and is the source for the agency's financial statements.

FP means Financial Plan.

FS means the USDA Forest Service.

FSH means Forest Service Handbook (agency directives).

FSM means Forest Service Manual (agency directives).

FWS means Fish and Wildlife Service.

G&A means Grants and Agreements.

IA means Interagency Agreement.

IGO means Intra-governmental Order (same as an IA).

Indirect Costs are expenses necessary for the operation of an organization, but not specifically identified with or traceable to a specific program or output; that is, not a direct cost but rather a cost distributed across many programs or outputs. Often referred to as “overhead” or in the Forest Service as “burden,” indirect costs are incurred as part of general management and administrative support of an organization and may include office and personnel expenses, computers, and utilities.

I-Web, in FSM 1580 and FSH 1509.11, refers specifically to the G&A electronic corporate database module in I-Web; that is, it is the grants management system, not the larger I-Web system that supports multiple modules and functions including G&A. Also known as G&A I-Web, I-Web G&A.

MOU means Memorandum of Understanding.

Mutual Benefit reflects a relationship between the Forest Service and the cooperator when the parties have a shared interest in; contribute resources to the accomplishment of; and mutually benefit from (other than from monetary consideration) the agreement objective; and the agreement between the parties has aspects of both a procurement contract and cooperative agreement as those instruments are described in title 31, United States Code, subtitle V, chapter 63; and meets the objective of being in the public interest.

Mutual Interest reflects a relationship between the Forest Service and the cooperator under the following circumstances:

- Each party has a need for and an interest in the jointly-agreed-upon project goals and deliverables expected as a direct result of an agreement.
- The parties pool their resources to carry out the project goals and to obtain the deliverables under an agreement.
- With respect to interest, the parties may have diverse objectives for carrying out the project goals and for the ultimate uses of the deliverables.

Natural Resource Manager (NRM) is a Forest Service organization responsible for coordinating software development activities for Forest Activity Tracking System (FACTS), Infra, Natural Resource Information System (NRIS), and Timber Information Manager (TIM) applications. All data and software are stored on NRM's servers at the National Information Technology Center (NITC) in Kansas City, MO. The NRM FSWeb (<http://fsweb.nrm.fs.fed.us/>), NRM's primary information portal, is the central location for all user support materials, training resources, and release notes for NRM applications.

NFS means National Forest System.

NGO means Non-governmental Organization.

NPS means National Park Service.

NRM means Natural Resource Manager.

Overhead Charges are incurred as part of general management and administrative support of an organization and may include office and personnel expenses, computers, and utilities (see Indirect Costs).

PA means Participating Agreement.

PM means Program Manager.

Partner means Cooperator, Partner, and/or Recipient, as appropriate.

Principle Purpose refers to a test for analyzing each proposed FSM 1580 transaction on a case-by-case basis to determine whether the proposal should be treated as a procurement, Federal assistance, or other type of transaction (see FSH 1509.11, chapter 10 (sec. 13.5)).

RACA means Reimbursable and Advanced Collection Agreement.

Reasonable cost is a cost as recorded on the agreement's Financial Plan (Long, Medium, and Short) forms associated with an agreement that in its nature and amount does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider follow:

- Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance
- The restraints or requirements are imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement
- Market prices or industry standard costs for similar goods and services (for example, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace?)
- Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the Government
- Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement

Recipient means Cooperator, Partner, and/or Recipient, as appropriate.

Suspension is an action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue (see 7 CFR 3017).

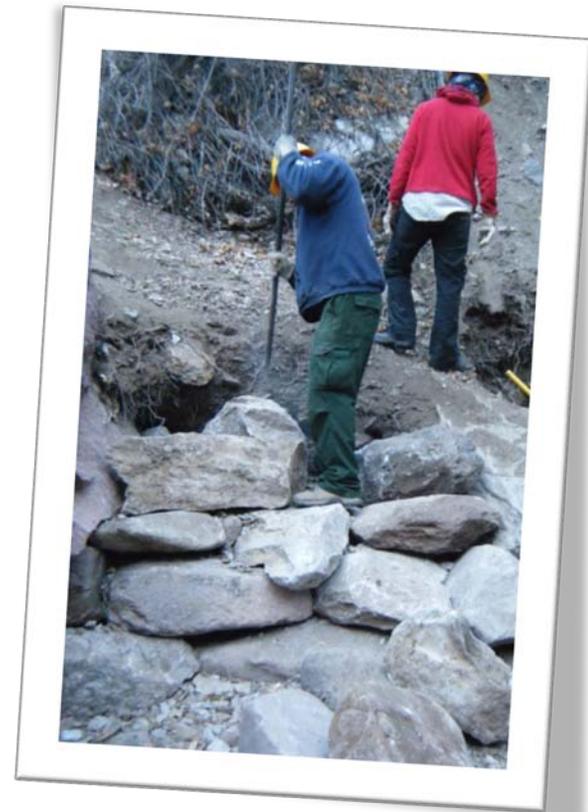
Termination is an end or ending of an agreement, usually brought on by the ending of the agreement's period of performance, but may be due to other causes (see FSH 1509.11, section 81.1).

ULO means the Un-liquidated Obligation.

UMA means User Management Application, which is part of I-Web.

Un-liquidated Obligation (ULO) means the unexpended funds on an obligation (for example, if the FS obligated \$10,000 on a Participating Agreement and the cooperator spends \$4,000 and requests reimbursement, the remaining balance is considered the ULO).

WorkPlan refers to a project work-planning tool (in the Forest Service Web-based system) that allows a consistent approach to project planning and tracking (at the field level) while improving financial management (at the WO level). WorkPlan features standardized reports, more user-defined capability, and a tracking module for expenditures, time-charges, and accomplishments.



APPENDIX C – TABLE: COMPLETE LIST OF FSM 1580 AGREEMENT FORMS

Form #	Form Title	Form #	Form Title
FS-1500-6	Interagency–Narrative	FS-1500-16	Participating Agreement
FS-1500-7	Cooperative Fire Protection Agreement	FS-1500-16A	Master Participating Agreement
FS-1500-8	Cooperative Law Enforcement Agreement	FS-1500-16B	Participating Agreement Supplemental Project Agreement
FS-1500-8A	Cooperative Law Enforcement Annual Operating Plan	FS-1500-16C	Participating Agreement with Interpretive Association
FS-1500-9	Cooperative Forest Road Agreement	FS-1500-16D	Participating Agreement for Prescribed Fire Activities
FS-1500-9A	Road Project Agreement	FS-1500-16E	Master Participating Agreement with Interpretive Association
FS-1500-10	Challenge Cost-Share Agreement	FS-1500-16F	Participating Agreement with Interpretive Association Supplement Project Agreement
FS-1500-10A	Master Challenge Cost-Share Agreement	FS-1500-17A	Agreements Financial Plan (Long)
FS-1500-11	Collection Agreement	FS-1500-17B	Agreements Financial Plan (Short)
FS-1500-11A	Collection Agreement Rocky Mountain Elk Foundation Reimbursable	FS-1500-17C	Agreements Financial Plan (Medium)
FS-1500-11B	Collection Agreement Rocky Mountain Elk Foundation Advance	FS-1500-18	Collection Agreement Financial Plan
FS-1500-12	Cost Reimbursable Agreement	FS-1500-19	Modification
FS-1500-13	Cooperative Research & Development Agreement	FS-1500-20	Grants & Agreements Cover Page
FS-1500-13A	Material Transfer Agreement	FS-1500-21	Master Stewardship Agreement
FS-1500-13B	Nondisclosure Agreement	FS-1500-21A	Stewardship Agreement Supplemental Project Agreement
FS-1500-14	Joint Venture Agreement	FS-1500-21B	Stewardship Agreement Financial Plan
FS-1500-14A	International Joint Venture Agreement	FS-1500-21C	Stewardship Agreement
FS-1500-15	Memorandum of Understanding	AD-672	Interagency Agreement

APPENDIX D – ADDITIONAL RESOURCES

The WO G&A Web site contains abundant information and links to resources to help you through the G&A process. Go to <http://fsweb.wo.fs.fed.us/aqm/grants/> to find the following:

- G&A National Contact List
- Grants, Cooperative Agreements, Interagency (Outgoing) and Partnership Agreement processes with corresponding I-Web status messages
- Links to copies of current Service-Wide Agreements
- Links to the FSM 1580 and FSH 1509.11 for detailed G&A policies and procedures
- Information regarding Central Contractor Registry (CCR), <https://www.bpn.gov/ccr/default.aspx> and DUNS to share with your cooperator
- I-Web-related information such as the Egad communiqués and an I-Web Program Manager’s Training Guide
- The G&A Decision Tree, a decision tool for agreement selection: http://fsweb.wo.fs.fed.us/aqm/grants/static/Interactive_Program_Templates_Forms_Worksheets.pps
- The Partnership Desk Guide, a reference tool for the FS and partners that provides information on working together more effectively and efficiently: <http://www.partnershipresourcecenter.org/resources/tools/index.php>

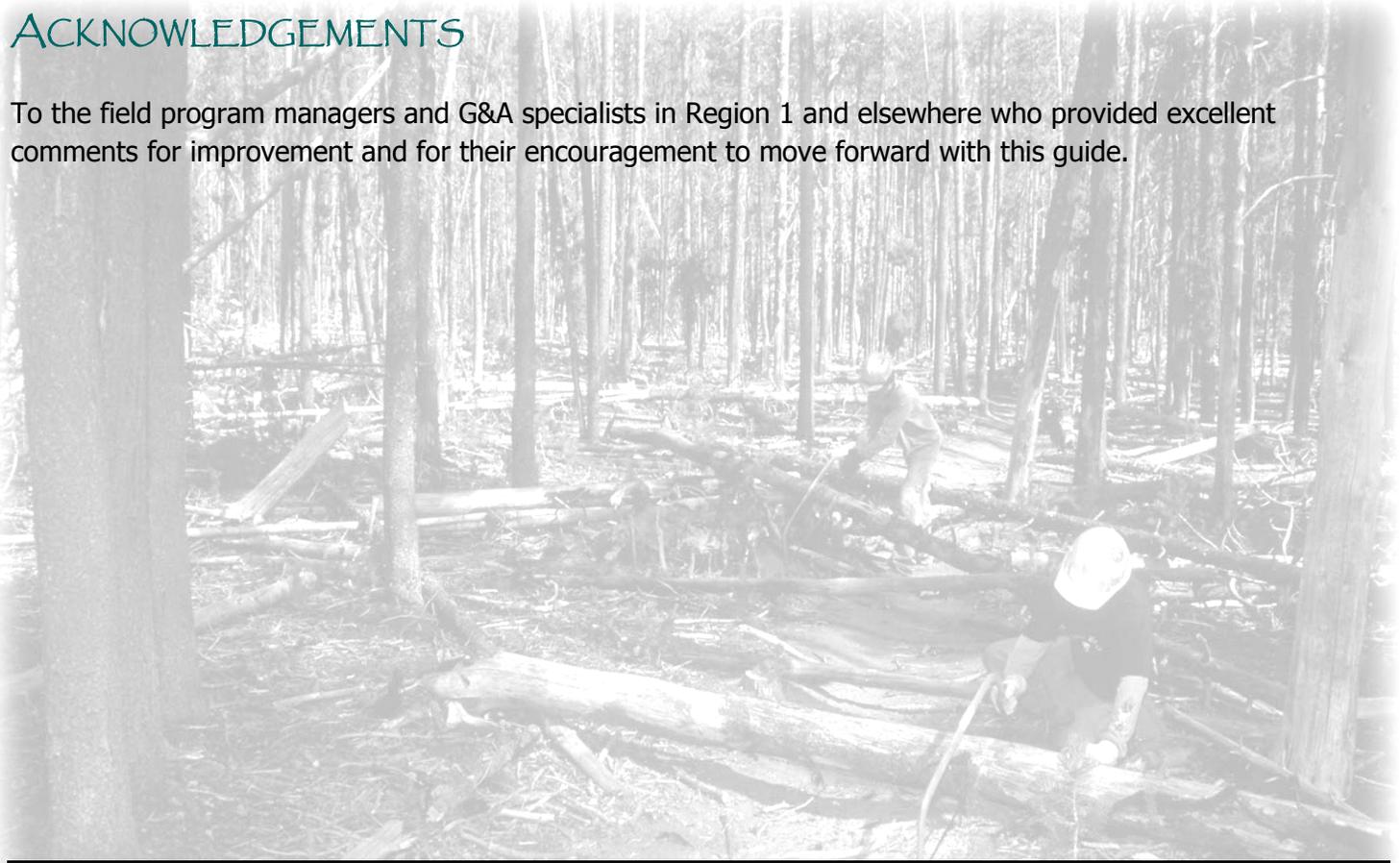
Other resources that may be helpful follow:

- ASC Budget & Finance, G&A Branch (receives and processes payments to our partners) Web site: <http://fsweb.asc.fs.fed.us/bfm/programs/financial-operations/payments/grants-agreements/>

- ASC Budget & Finance, RACA (establishes incoming funds job codes and bills partners under Collection Agreements) Web site: <http://fsweb.asc.fs.fed.us/bfm/programs/financial-operations/reimbursables/>
- Directives Web site link to Forest Service Manual Chapter 1580 – Grants, Cooperative Agreements, and Other Agreements: https://fs.usda.gov/wps/myportal/fsintranet!/ut/p/c5/hY_bjoIwAES_yLQNpbaPNOWq7oKgIC8GEZFARA5sUb5-8QN0Zx5PTiYDcjD1UuimLvpGXyoOZCAne8y32GGhAb-RQ6FPKbFZwKHrzSe-e8tj0_jHDkBed-ow7aSibJIQq0HY4nwfOeaelpbdHNONMjyy40UyS_FTldqUFROQUuss77XP2ZFkJAYeqB6h6URF6zbsod3f-CRuHEUoua323cy_gTD4aSiflw6dDEnvNdomyw7PBjrED6o9nabEqSv_5_vDh8Ewt-9CEzwZenZAWuMhurdk3_AE20cvE!/dl3/d3/L2dJQSEvUUt3QS9ZQnZ3LzZfNEJWNEY5UDMwTzFGODBJODg2RTIKQjBHSDc!/?subject=10015&topic=90011&target=60000609&view=chapter
- Forms Web site: <http://fsweb.wo.fs.fed.us/aqm/grants/Templates.php>
- I-Web support Web site to find QuickGuides for step-by-step instructions on multiple PM-related actions in I-Web, such as creating and submitting commitments, invoice payment approval, etc. (see <http://basenet.fs.fed.us/support/quickguides>; then select “Grants & Agreements” from the “Select a Category” field)
- The FS National Partnership Office Web site: <http://www.fs.fed.us/aboutus/partnership/>
- The Partnership Resource Center Web site: <http://www.partnershipresourcecenter.org/>

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