

**CHALLENGE COST SHARE SUPPLEMENTAL PROJECT AGREEMENT**

To
MASTER CHALLENGE COST SHARE AGREEMENT
Between

And The
USDA, FOREST SERVICE

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the _____, hereinafter referred to as “_____,” and the USDA, Forest Service, _____ hereinafter referred to as the “U.S. Forest Service,” as specified under the provisions of Master Agreement _____.

Title:

I. GENERAL PROJECT DESCRIPTION:**II. RESPONSIBILITIES:**

A. The _____ shall:

1.

B. The U.S. Forest Service shall:

1. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the _____ for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$ _____, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the _____'s _____ invoice. Each invoice from the _____ must display the total project costs for the billing period, separated by U.S. Forest Service and the _____'s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the _____'s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 1) The _____'s name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start & end)



- 5) Total invoice amount for the billing period, separated by U.S. Forest Service and share with in-kind contributions displayed as a separate line item.
- 6) Display all costs, both cumulative and for the billing period, by separate cost elements as shown on the financial plan.
- 7) Cumulative amount of U.S. Forest Service payments to date.
- 8) Statement that the invoice is a request for payment by 'reimbursement'
- 9) If using SF-270, a signature is required.
- 10) Invoice Number, if applicable

The invoice shall be forwarded:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

A copy must be sent to:

2. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ are currently available for performance of this agreement through . The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until receives notice of availability confirmed in a written modification by the U.S. Forest Service.
3. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the to purchase equipment necessary to accomplish activities described in this Supplemental Project Agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the on completion of the project, if appropriate.
4. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text



messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

5.

III. CONTACTS & TIME LIMITS:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law



within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If _____ fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds _____ has expended in violation of sections 433 and 434.

- C. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through _____, at which time it will expire, unless extended by an executed modification. The expiration is the final date for completion for all work activities under this agreement.
- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). _____ shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- E. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- F.

IV. APPROVAL

- A. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

_____, Date

_____, Date



U.S. Forest Service,

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

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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