

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: _____



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U.S. Department of the Interior

Pacific West
Regional Office
Oakland

1111 Jackson Street
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510-817-1331 phone
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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