

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> August 6, 2019	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Board of Supervisors <b>APPROVING PARTY:</b> Paul Roen, Chair, District No. 3 <b>PHONE NUMBER:</b> 530-289-3295
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**AGENDA ITEM:** Discussion/action regarding Master Stewardship Agreement between the USDA Forest Service, Tahoe National Forest and the County of Sierra.

**SUPPORTIVE DOCUMENTS ATTACHED:** Memo Resolution Agreement Other  
See attached draft MSA

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:** N/A  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
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CLERK TO THE BOARD _____	DATE _____
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**MASTER STEWARDSHIP AGREEMENT**  
**Between**  
**SIERRA COUNTY**  
**and**  
**USDA FOREST SERVICE, TAHOE NATIONAL FOREST**

This Master Stewardship Agreement is hereby made and entered into by and between the County of Sierra a political subdivision of the State of California, hereinafter referred to as "Sierra County," and the USDA Forest Service, Tahoe National Forest, hereinafter referred to as the "Forest Service," under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205.

**I. PURPOSE:**

The purpose of this Master Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the jurisdictional boundaries of Sierra County aligned with National Forest System lands under the management of the Tahoe National Forest are in accordance with the following provisions and the hereby incorporated template for Stewardship Supplemental Project Agreement (SPA), attached as Exhibit A.

Background: In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements "to achieve land management goals for the national forests that meet local and rural community needs." The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Master Stewardship Agreement is known as the Tahoe National Forest including areas within Sierra County and lies within the borders of the State of California. This area includes an un-estimated number of acres to be treated during the term of this Master Stewardship Agreement.

Tahoe National Forest watersheds provide important ecological, social, and economic resources that are essential for sustaining communities and ecosystems alike. These watersheds extend from the Sierra Nevada crest, at about 10,000 ft elevation, easterly to the internationally acclaimed waters of Lake Tahoe at 6,000 ft elevation, and westerly to the foothills of the Sacramento-East San Francisco Bay Area at approximately 3,000 ft in elevation.

Long-term watershed ecosystem health is vital for sustaining ecosystems, including rare wildlife and plant species, as well as ecosystem services including high quality water for urban and rural domestic uses, agriculture, industry and world-class aesthetic and recreation uses. Specifically, watershed health is crucial for surface and subsurface water quality and quantity affecting approximately 1 million residents of the greater Lake Tahoe-Reno area as well as approximately 2 million residents of the Sacramento-East Bay Area.

Historically, these mountain landscapes have served as the region's socio-economic foundation for hundreds of years. The native people were stewards of this land as they moved seasonally through the watersheds and lived on its rich abundance of plants, fish, and animals. The miners of the 1849 California Gold Rush displaced tons of ore in search of gold. As the Gold Rush faded, cattle and sheep ranchers moved in to graze these forests slopes. Settlement expanded, fire was excluded from the landscape and the desire for merchantable timber dominated forest management practices.

Even with past circumstances, these watersheds remain rich in forest products, clean water, fish, wildlife, and recreation opportunities. These plentiful resources provide abundant opportunities for sustainable environments, communities and economies. However, today many forests of these watersheds are overgrown and less resilient to fire and other ecological stressors, such as climate change, including periods of prolonged drought. Many of these forests are susceptible to catastrophic levels of fire and tree mortality, which can have substantially negative effects to long-term sustainability of ecosystem services. At the same time, there is a growing number and type of resource use that includes increased desired for water and recreation use. Additionally, many residents of small communities in these watersheds struggle with poverty since the near-collapse of the local timber industry. Local residents have deep ties to the land. They include Native American people who have called this area home for thousands of years, as well as descendants of early miners and rancher families who made their living in the forest for generations.

The current watershed health conditions and the increasing ecosystem service needs and demands require a concerted effort among multiple partners to achieve greater and more comprehensive restoration in these watersheds. Therefore, Sierra County has entered in this stewardship agreement to help meet this need. Specifically, the stewardship projects developed under this Master Stewardship Agreement are for protecting, enhancing, and restoring ecosystems, primarily those in the Feather River, Yuba River and Truckee River Watersheds. The goal of Sierra County is to collaboratively work together using a variety of funding, support groups, tools and methods to protect, enhance, and restore the Tahoe National Forest watersheds, primarily in the Feather River, Yuba River and the Truckee River Watersheds.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

The mission of the U.S. Forest Service is this to sustain the health, diversity, and productivity of the nation's forests and grasslands for present and future generations. As an integral part of this mission, is the Pacific Southwest Region's leadership Intent and annual prioritization is to retain and restore ecological resilience of National Forest lands to achieve sustainable ecosystems that provide a broad range of services to humans and other organisms. Ecologically healthy and resilient landscapes, rich in biodiversity, will have greater capacity to adapt and thrive in the face of natural disturbances and large scale threats to sustainability, especially under changing and uncertain future environmental conditions such as those driven by climate change and increasing human use.

The Sierra County Board of Supervisors acknowledges the importance of healthy and resilient ecosystems in Sierra County for the benefit of all current and future residents. As part of their management, the Sierra County Board of Supervisors approved the Sierra County

Community Wildfire Protection Plan in 2011 with the following goals:

- Reduce the risk of catastrophic wildfires in Sierra County
- Protect Sierra County citizens and visitors from the consequences of catastrophic wildfires
- Support the economic and beneficial uses of biomass in reducing catastrophic fuel loading

With the increasing amount of catastrophic fires within Sierra County and the surrounding region creating an emphasis on protecting forestlands, and in particular the watersheds that bring life to the area, is being promoted. Sierra County has joined multiple agencies, including the Forest Service, in an attempt to restore watersheds to their original composition. Multiple projects and collaborative efforts have been formed to increase the work of our federal and private partners to bring back healthy forests within the Tahoe National Forest. The stewardship projects developed under this Master Stewardship Agreement are for protecting, enhancing, and restoring the Feather River, Yuba Rivers and the Truckee River Watersheds and bringing economic opportunities to the local area including, but not limited to: fire hazard mitigation by removing and thinning for hazardous fuels treatments, hazard tree mitigation and timber stand improvement, vegetation management to enhance resilience to fire and insects & disease, habitat conditions through slashing, hand piling, prescribed burning, mastication, grapple piling, and removal and utilization of forest byproducts.

This Master Stewardship Agreement will provide an opportunity for the parties to seek funding to expand partnership opportunities, and to garner new and additional support from partners, including but not limited to the timber industry, Federal and non-Federal entities, tribal entities, and Sierra County's members and volunteers. Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

### **III. THE PARTNER SHALL:**

- A. **LEGAL AUTHORITY**. Sierra County shall have the legal authority to enter into this Master Stewardship Agreement and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable
- B. In its discretion, explore opportunities for additional support from other parties for projects associated with this Master Stewardship Agreement.
- C. Coordinate with agencies, contractors and organizations in the implementation of project work associated with this Master Stewardship Agreement.

- D. Coordinate with the Forest Service to develop Supplemental Project Agreements (SPAs) under this master agreement.
- E. Provide qualified personnel or contractors (where applicable) to implement tasks identified in SPAs under this master agreement including coordinating and completing design, layout, and preparation that is agreeable by the Forest Service that is required for projects occurring on National Forest System lands including, but not limited to property boundary surveys and designating treatment unit boundaries.
- F. Provide a Project Liaison (where applicable) who can act as representative and main contact for the Forest Service for project work conducted under this agreement. The Project Liaison should have the ability to direct contractors to ensure that projects are completed to Forest Service specifications that projects are being completed in a safe manner and that quality and quantity of work are acceptable.
- G. Explore opportunities for additional support for projects associated with this master agreement.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Complete all necessary National Environmental Policy Act (NEPA) requirements.
- C. Inform Sierra County of any changes in stewardship policy, law and regulations.
- D. Recognize Sierra County's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Coordinate with Sierra County to develop **SPAs** under this master agreement.
- F. Provide a Project Liaison who can act as the representative and main contact for the Forest Service for all project work conducted under this agreement.
- G. Coordinate and complete design, layout, and preparation that is not conducted by Sierra County that is required for projects occurring on National Forest system lands including, but not limited to property boundary surveys and designating treatment unit boundaries.
- H. Explore opportunities for additional support for projects associated with this master agreement.

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

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

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

<b>U.S. Forest Service Stewardship Coordinator</b>	<b>U.S. Forest Service Grants &amp; Agreements Contact</b>
Andrei Rykoff RS Regional Office 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8684 FAX: 707-562-8284 Email: arvkoff@fs.fed.us	
Title: Regional Stewardship Coordinator	Title: Grant Management Specialist
<b><u>U.S. Forest Service Regional Contact</u></b>	
Greg Schroer R5 Regional Office 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8930 FAX: 707-562-3419 Email: us Schroer@fs.fed.us	
Title: Regional Wildlife Program Manager	

**Principal Partner Contacts:**

<b>Partner Stewardship Coordinator</b>	<b>Partner Administrative Contact</b>
Tim Beals County of Sierra 3091 County Center Dr. Downville, CA 95603 Telephone Office: 530-289-3201 Telephone Mobile: FAX: (530) 289-2828 Email: tbeals@sierracounty.ca.gov	Miriam Dines County of Sierra 101 Courthouse Square PO Box 530 Downville, CA 95936 Telephone: 530-289-3201 FAX: (530) 289-2828 Email: mdines@sierracounty.ca.gov
Title: Director of Public Works, Sierra County	Title:

**B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this agreement Sierra County 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 debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Sierra County fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds Sierra County has expended in violation of sections 433 and 434.

- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- E. SUPPLEMENTAL PROJECT AGREEMENTS. Nothing in this Master Stewardship Agreement obligates either party to offer or accept any project proposals under this Master Stewardship Agreement. Any projects added to this Master Stewardship Agreement must be by mutual consent of the parties through a specific SPA. At a minimum, an SPA must:
1. Include language stating that the SPA will be made a part of this Master Stewardship Agreement thereby subjecting it to the terms of this Master Stewardship Agreement.
  2. Include a map and description of the project area, treatment activities and corresponding treated acres, and other activities which may include other resource related projects.
  3. Specify a method of designating trees for removal.
  4. Describe the desired end result of the project(s).
  5. Specify the exchange of goods for services. The Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by Sierra County.
  6. Designate a Forest Service and Sierra County official to monitor their respective responsibilities outlined in the SPA.
  7. Include a Financial Plan to identify each party's contributions for projects identified in the SPA.
  8. Identify appropriate bonding requirements.
  9. Include any necessary forest restrictions and closure dates to allow Sierra County to implement and complete the project(s) within the specified timeframes.
  10. Provide necessary direction to Sierra County to ensure compliance with appropriate laws and regulations to fulfill the terms of the **SPA**.
  11. Identify any reporting requirements.
  12. Be reviewed and approved by a delegated timber contracting officer when forest products will be disposed.
  13. Be reviewed and approved by a Forest Service Grants Management Specialist.
  14. Be mutually agreed to, in writing, by both parties and executed by the designated Forest Supervisor.
- F. PERFORMANCE. The parties will perform in accordance with the approved SPAs.
- G. EXCHANGE OF GOODS FOR SERVICES. SPA(s) may be completed where Forest Service goods are exchanged for Sierra County's services; Forest Service funds are exchanged for Sierra County's services; or a combination thereof.
- H. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
1. The extent of mutual interest and benefit.
  2. The advantages and effectiveness of mutual participation.
  3. Joint expertise.

4. Past performance.
5. Technical approach
6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
7. Ability to utilize, educate and/or train a local workforce.
8. Benefits to the local community
9. Ability to complete work in a timely manner.
10. Experience in performing similar work.
11. Ability to conduct work in an environmentally sound manner.

I. METHODS OF APPRAISAL: The value of timber and other forest products shall be determined using Forest Service standard guidelines, methods and techniques.

J. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or Sierra County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this Master Stewardship Agreement.

To Sierra County, at Sierra County's address shown in this Master Stewardship Agreement or such other address designated within this Master Stewardship Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

K. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the Forest Service or Sierra County from participating in similar activities with other public or private agencies, organizations, and individuals.

- L. ENDORSEMENT. Any of Sierra County's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of Sierra County's products or activities.
- M. USE OF FOREST SERVICE INSIGNIA. In order for Sierra County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service Region/Station/ Area to the Office of communication Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Region/Station/Area will notify Sierra County when permission is granted.
- N. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. Sierra County agree(s) that any of Sierra County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and Sierra County hereby willingly agree(s) to assume these responsibilities.

Further, Sierra County shall provide any necessary training to Sierra County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Sierra County shall also supervise and direct the work of its employees, volunteers, and participants performing under this Master Stewardship Agreement.

- O. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Master Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.
- P. DRUG-FREE WORKPLACE.
1. Sierra County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must:
    - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
    - b. Specify the actions Sierra County will take against employees for violating that prohibition; and
    - c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and

- (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
2. Sierra County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Stewardship, or the completion date of this Master Stewardship Agreement, whichever occurs first.
4. Sierra County agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after Sierra County learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Sierra County shall either:
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

**Q. NONDISCRIMINATION.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative

means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

R. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL · 93-638).

S. ELIGIBLEWORKERS. Sierra County shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Sierra County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplement agreement awarded under this Master Stewardship Agreement.

T. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

Sierra County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

Sierra County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

Sierra County shall maintain effective control over and accountability for all Forest Service funds. Sierra County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

**4. Source Documentation**

Sierra County shall support all accounting records **with** source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

## 5. Advance Payments

When applicable Sierra County shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement.

- U. OVERPAYMENT. Any funds paid to Sierra County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:
1. Any interest or other investment income earned on advances of agreement funds; or
  2. Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

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

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

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

- V. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the Recipient/Cooperator.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Sierra County shall retain all rec-Ords pertinent to this Master Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records

include books, documents, accounting procedures and practice, and other data, regardless of the type or format. Sierra County shall provide access and the right to examine all records related to this Master Stewardship Agreement to the Forest Service Inspector General or 28971.84 Controller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds shall be retained for 3 years after its final disposition.

- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to Master Stewardship Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by **P.L.** 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Z. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment approved for purchase under this Master Stewardship Agreement is available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of any equipment with a current per-unit fair market value of \$5,000 or more purchased with Forest Service funding. Upon expiration of this Master Stewardship Agreement, Sierra County shall forward an equipment inventory to the Forest Service, listing all equipment purchased with Forest Service funding throughout the life of the project. Disposition instructions must be issued by the Forest Service within 120 calendar days from termination date of this Master Stewardship Agreement.

- AA. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Master Stewardship Agreement are not available for reimbursement of Sierra County's purchase of

equipment. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.

BB. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Master Stewardship Agreement entitles Sierra County to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

CC. CONTRACT REOUIREMENTS. Any contract under this agreement must be awarded following Sierra County's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Sierra County shall maintain cost and price analysis documentation for potential Forest Service review. Sierra County is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.

DD. TRAINING. EVALUATION. AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

EE. GOVERNMENT-FURNISHED PROPERTY . Sierra County may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. Sierra County shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any propelty not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Partner Liability for Government Property.*

I . Unless otherwise provided for in the Master Stewardship Agreement, Sierra County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following

applies-

- a. The risk is covered by insurance or Sierra County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Sierra County's managerial personnel. Sierra County's managerial personnel, in this clause, means Sierra County's directors, officers, managers, superintendents or equivalent representatives who have supervision or direction of all or substantially all of Sierra County's business; all or substantially all of Sierra County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Sierra County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Sierra County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. Sierra County shall do nothing to prejudice the Governments' rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the G&A Specialist, Sierra County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Master Stewardship Agreements of assignment in favor of the Government in obtaining recover.

FF. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Forest Service with Cooperator contributions must become the property of the Forest Service.

GG. OFFSETS, CLAIMS, AND RIGHTS. Any and all activities entered into or approved by this Master Stewardship Agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through Sierra County's assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

HH. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. Sierra County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Master Stewardship Agreement.

II. NONDISCRIMINATION STATEMENT - PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sierra County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"***

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

JJ. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Sierra County materially fail(s) to comply with any term of the Master Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Master Stewardship Agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Sierra County or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Master Stewardship Agreement for Sierra County's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

KK. TERMINATION BY MUTUAL AGREEMENT. This Master Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and Sierra County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by Sierra County to the Forest Service setting forth the reasons for termination, effective date, and in the case partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Master Stewardship Agreement must not accomplish the purpose for which the Master Stewardship Agreement was made, the Forest Service may terminate the award upon 30

days written notice in its entirety.

Upon termination of a Master Stewardship Agreement, Sierra County shall not incur any new obligations for the terminated portion of the Master Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to Sierra County for the Forest Service share of obligations that cannot be canceled and were properly incurred by Sierra County up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

LL. ALTERNATE DISPUTE RESOLUTION - PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this Master Stewardship Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Initial venue shall be in the Superior Court located in Sierra County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this agreement is found to be in conflict with the applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.

DEBARMENT AND SUSPENSION. Sierra County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should Sierra County or any of their principals receive a transmittal Letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

COPYRIGHTING. Sierra County is/are granted sole and exclusive right to copyright any publications developed as a result of this Master Stewardship Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Master Stewardship Agreement.

No original text or graphics produced and submitted by the Forest Service must be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal government purposes. This right must be transferred to any subcontracts.

This provision includes:

- I. The copyright in any work developed by Sierra County under this Master Stewardship Agreement.

2. Any right of copy right to which Sierra County purchase(s) ownership with any Federal contributions.

**PUBLICATION SALE.** Sierra County may sell any publication developed as a result of this Master Stewardship Agreement. The publication may be sold at fair market value, which is initially defined in this Master Stewardship Agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this Master Stewardship Agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contributions from the total costs of the project.

When Sierra County is seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. Sierra County will notify the Forest Service in writing 30 days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

Post commencement of work, if there is a change from the established stewardship item rates, the SPA will be modified to increase or decrease the amount of services provided, by Sierra County, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

**MM. MODIFICATION.** Modifications within the scope of this Master Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

**NN. COMMENCEMENT/EXPIRATION DATE.** This Master Stewardship Agreement is executed as of the date of the last signature and is effective through 12/31/2028 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**OO. 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 Master Stewardship Agreement. In witness whereof, the parties have executed this Master Stewardship Agreement as of the last date written below.

**PP. Wyden Amendment** (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001. This authorizes the Forest Service to enter into agreements (e.g. Participating/Stewardship

Agreements) with willing Federal tribal, State, and local governments, private and nonprofit entities, and landowners for:

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

The agreements must result in a benefit to natural or cultural resources on national forest lands within the watershed. (FSH 1509.11, Ch. 70. 1).