

# Staff Report

for the Maintenance & Resource Management Committee January 28, 2020

**TO:** Maintenance & Resources Management Committee Members

**FROM:** Greg Jones, Assistant General Manager, MBA  
Neysa King, M.S. Environmental Resources Administrator

**DATE:** January 16, 2020

**SUBJECT:** **Master Stewardship Agreement with USDA Forest Service, Tahoe National Forest**

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## ***ADMINISTRATION***

### **RECOMMENDED ACTION:**

Review a Master Stewardship Agreement with the National Forest Service and advance a recommendation to the Board of Directors as appropriate.

### **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 within Nevada, Placer and Yuba Counties and lies within the borders of the State of California. This area includes an un-estimated number of acres to be improved and/or restored during the term of this Master Stewardship Agreement. Resilient forest communities within the headwaters of the Yuba River, Bear River and Deer Creek watersheds are integral to achieving the District’s mission “... to provide a dependable, safe, sustainable and resilient water supply; while being good stewards of the watershed.”

Forest resilience and watershed health are paramount to ensuring long-term water resource security by the District. In order to address the current concerns about protecting NID's water system infrastructure and source of supply in the face of climate change and extreme wildfire potential, the District implements healthy forest projects that include selective thinning, fuels reduction and timber harvests across its owned forested lands. Because these lands comprise only a portion of source watersheds and sub-watersheds, comprehensive and effective management on a landscape scale requires collaboration with neighboring landowners like the Forest Service. Implementing healthy forests and watershed improvement projects beyond the boundaries of District-owned properties is necessary to achieve lasting and measurable success at a landscape level. The District has prioritized improving the resilience of forested watersheds while at the same time reducing negative water resource and ecological effects that result from catastrophic wildfire risk.

The purpose of this agreement is to document the collaboration between the parties to protect, enhance, and restore forest resilience within Tahoe National Forest watersheds, primarily in the Yuba River, Bear River and Deer Creek watershed ecosystems. The District provides water that originates from these watersheds to 29,000 residential and agricultural customers within its 287,000-acre service area. In order to maintain the dependability of the water supply, increase the resiliency of water infrastructure to disturbances such as wildfire, and protect local communities, the District manages its forested properties through selective thinning for ecosystem health and services, and wildfire resilience.

The District sustains an active and growing environmental resource management program to promote healthy watersheds and reliable infrastructure that supports treated and raw water customers, hydroelectric power reliability, recreational opportunities, and the environment now and in the future. To this end, the District's watershed program operates to protect and improve District forestland for the health of the watershed and associated ecosystem. The District applies beneficial forestry practices to the landscape that include:

- Reducing vegetation density sufficiently to mitigate wildfire hazard, resource stress, and pest outbreaks;
- Producing "shaded fuel breaks" or defensible space around District facilities, critical infrastructure, and at strategic locations;
- Systematically checking, monitoring, and removing hazard trees in recreation areas, adjacent to roads, and around District infrastructure;
- Ensure that campgrounds are maintained in a safe and natural setting prior to opening, and periodically throughout the recreation season;
- Increasing ecosystem heterogeneity (composition, structure, function) in order to increase ecological "flexibility" and reduce widespread disturbances;
- Selective forest thinning to improve stand structure to promote optimal growth and carbon sequestration while enhancing water yield;

- Safeguarding terrestrial and aquatic habitats; and
- Collaborating with agencies that have mutually beneficial goals.

The District has partnered and co-aligned with other agencies to restore watersheds and forest communities to a healthy composition. Projects associated with this Master Stewardship Agreement may include: long-term watershed health and forest resilience projects, forest thinning and fire fuels reduction, fire hazard mitigation and hazard tree removal, native forest community improvement, operation and maintenance of roads and facilities of mutual interest, campground improvements, and habitat restoration.

Nothing in this Master Stewardship Agreement (MSA) obligates either party to offer or accept any project proposals under this MSA. Any projects added to this MSA must be by mutual consent of the parties through specific Supplemental Project Agreements which will be defined on a project by project basis.

**ATTACHEMENT:**

Please see attached proposed Master Stewardship Agreement.



FS Agreement No. - - -  
Cooperator Agreement No. \_\_\_\_\_

**MASTER  
STEWARDSHIP AGREEMENT**  
**Between The**  
**Nevada Irrigation District**  
**And the**  
**USDA FOREST SERVICE, Tahoe National Forest**

This Master Stewardship Agreement is hereby made and entered into by and between the Nevada Irrigation District, hereinafter referred to as "District," 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.

**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 within Nevada, Placer and Yuba Counties and lies within the borders of the State of California. This area includes an un-estimated number of acres to be improved and/or restored during the term of this Master Stewardship Agreement. Resilient forest communities within the headwaters of the Yuba River, Bear River and Deer Creek watersheds are integral to achieving the District's mission "... to provide a dependable, safe, sustainable and resilient water supply; while being good stewards of the watershed."

This agreement will allow both parties to achieve landscape scale improvements, and to achieve benefits when jurisdictional boundaries would normally restrict project implementation at a meaningful scale. This cooperation will mutually benefit both parties by fulfilling their common goals of restoring forest and watershed resilience across the landscape, and ensuring regional stability that protects long-term ecosystem integrity and human health and safety now and in the future.

Tahoe National Forest watersheds cover an expansive area that includes critical headwaters watersheds which support millions of California's residents, and provide high quality habitats and invaluable ecosystem benefits. Forest resilience of these key areas is achieved through actively thinning forests, controlled burns, restoration of native species, and long-term monitoring to inform maintenance needs. These forestry projects will create healthy watersheds that will continue to function after wildfire events, reduce hazardous fuel loads that threaten

**Commented [A1]:** Prior to, or early in the G&A process, both parties should ensure that the cooperator has a EIN/TIN, DUNS, and is CCR registered. CCR registration is required annually. Contact your local G&A Specialist for more information.

**Commented [A2]:** This document will auto populate the Partner's name after you enter it in 3 locations. Those locations are: the first paragraph, Section II (Statement of Mutual Benefit and Interests), and Section III Part A (Legal Authority). After you enter the desired name in each location hit the "TAB" key; this will trigger the auto populate function. The comments for the 3 locations are in bold.

**Commented [A3]:** Insert Forest Service agreement number using the following format: FY-SA-11RRUUS-XXX.

**Commented [A4]:** Insert cooperator agreement number, if applicable.

**Commented [A5]:** Insert partner's name.

**Commented [A6]:** Insert Forest Service unit

**Commented [A7]:** Insert the partner's name.

**Commented [A8]:** Insert Partner's shortened name or insert "Partner."

**Commented [A9]:** Insert the Forest Service unit name.

**Commented [A10]:** Insert applicable states.

human health and safety, critical water infrastructure, and long-term ecosystem services of water supply, carbon sequestration and climate adaptation.

To achieve this goal, address the issue of extreme wildfire, watershed resiliency, sustainability of water supply and to protect communities and water system infrastructure, the District implements forest thinning and timber harvest projects across its owned forested lands. Because these lands comprise only a portion of source watersheds and sub-watersheds, comprehensive and effective management on a landscape scale requires collaboration with neighboring landowners like the Forest Service. Implementing forest resiliency projects beyond the borders of District-owned properties is necessary to achieve lasting and measurable success. The District has prioritized improving the resilience of forested watersheds while reducing fire risk and the negative ecological effects that result from a catastrophic wildfire.

Additionally, the Sierra Nevada region is revered as a recreational destination for thousands of people annually, and the District works in partnership with National Forest staff to provide exceptional recreational opportunities for the public at numerous campgrounds within the Yuba River watershed. Campgrounds, day use areas, reservoirs and lakes, and an extensive trail system provide excellent opportunities for hiking, camping, equestrian, boating and hunting for the public's enjoyment. These regions require increasing diligence and presence to ensure the safety of the public and our natural environments, especially considering the growing concerns around wildfire and climate change. Due to many years of fire suppression, increasing human use, development in the Wildland Urban Interface (WUI), and increased global average temperatures brought about by a changing climate, many of these forested watersheds are overcrowded, resulting in an increased threat of catastrophic and large scale wildfire, and elevated tree mortality from drought, disease, and pest damage. Poorly managed forests threaten the critical headwaters regions, potentially compromising the security of human health and safety, critical infrastructure, and long-term ecological and ecosystem benefits. Watershed ecosystem health and functionality is degraded by increasing post-fire erosion which negatively impacts hydrology, water quality, and threatens communities and homes within these watersheds.

The District also shares a commitment to habitat protection and restoration within the Tahoe National Forest. Rare montane wetland meadow habitats in Nevada and Sierra Counties are also at risk from wildfire, increasing average temperatures, and degradation. Many rare terrestrial and aquatic species of plants and animals rely on montane meadow habitats as refugia and may see significant habitat loss in the event of large wildfire. Increasingly dry conditions threaten to shift montane wetlands into erosive grasslands and lodgepole pine communities as a result of climate change.

## **I. PURPOSE:**

The purpose of this Master Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Tahoe NF in accordance with the following provisions and the hereby incorporated Template for Stewardship Supplemental Project Agreement (SPA), attached as Exhibit A.

**Commented [A11]:** Insert Forest Service unit.

## 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 purpose of this agreement is to collaboratively protect, enhance, and restore forest resilience within Tahoe National Forest watersheds, primarily in the Yuba River, Bear River, and Deer Creek watershed ecosystems.

The District's mission is to provide a dependable, quality water supply; continue to be good stewards of the watersheds, and conserve the available resources in their care. The District provides water to approximately 29,000 residential and agricultural customers over its 287,000-acre service area. In order to maintain the dependability of the water supply, increase the resiliency of water infrastructure to disturbances such as wildfire, and protect local communities, the District manages its forested properties through selective thinning for ecosystem health and services, and wildfire resilience.

The District sustains an active and growing natural resources management program to promote healthy watersheds and reliable infrastructure that support our environment, treated and raw water customers, power reliability and recreational opportunities now and in the future. The District is committed to the preservation of watersheds within the Tahoe National Forest and the sustainability of the source water they provide that is used for collection and distribution to local communities. The District maintains a growing recreation department to ensure that the recreational opportunities of this region are managed with diligence, care, and that the expertise and capacity of staff is maintained.

To this end, the District's watershed program operates to protect and improve District forest land for the health of the watershed and associated ecosystem services, including water supply, water yield, recreation, soil retention, and carbon sequestration. The District applies beneficial forestry practices to the landscape that include:

- Reducing vegetation density sufficiently to mitigate wildfire hazard, resource stress, and pest outbreaks;
- Producing "shaded fuel breaks" or defensible space around District facilities, critical infrastructure, and at strategic locations;
- Systematically checking, monitoring, and removing hazard trees in recreation areas, adjacent to roads, and around District infrastructure;
- Ensure that campgrounds are maintained in a safe and natural setting prior to opening, and periodically throughout the recreation season;
- Increasing ecosystem heterogeneity (composition, structure, function) in order to increase ecological "flexibility" and reduce widespread disturbances;
- Selective forest thinning to improve stand structure to promote optimal growth and carbon sequestration while enhancing water yield;
- Safeguarding terrestrial and aquatic habitats; and

- Collaborating with agencies that have mutually beneficial goals.

As the risk of wildfire in the region continues to grow, protection of forests and watersheds from detrimental post-fire effects is paramount. The District has partnered with other agencies co-aligned to restore watersheds and forest communities to a healthy composition. Projects associated with this Master Stewardship Agreement include long-term watershed health and forest resilience projects that will support long-term water yield. Examples may include sustainable forest thinning and fire fuels reduction, fire hazard mitigation and hazard tree removal, native forest community improvement, operation and maintenance of roads and facilities of mutual interest, campground improvements, and habitat restoration.

**Commented [A12]:** Describe possible restoration activities associated with this agreement and both parties' mutual goals.

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 District's members and volunteers. Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

**Commented [A13]:** Insert Partner's shortened name or "Partner." Be sure to include the article "the" if appropriate.

All projects conceived under this Master Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to District and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

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.** The District 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 nonFederal share of project costs, when applicable.
- B. In conformance with the procedures and requirements of this Agreement, and the District's policies and procedures, review and potentially conduct forest resilience and watershed sustainability projects (e.g. fire fuels removal, timber harvest, hazard tree removal, meadow restoration, etc.), habitat restoration activities, and other improvements on Forest Service land with the permission of the Forest Service.

**Commented [A14]:** Insert Partner's shortened name or "Partner." Be sure to include the article "The" if appropriate.

**Commented [A15]:** Fully describe all work, tasks, studies, reports, inspections, consultations, and cooperation the partner will perform.

C. Work collaboratively to ensure safe and exceptional recreational opportunities for the public, while protecting natural resources and terrestrial and aquatic ecosystems.

**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 District of any changes in stewardship policy, law and regulations.
- D. Recognize District's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.

**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.

**Commented [A16]:** Mandatory provision but may be changed to accommodate additional contacts.

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

**Commented [A17]:** Insert ALL of the requested information below.

U.S. Forest Service Stewardship Coordinator	U.S. Forest Service Grants & Agreements Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

**Principal Partner Contacts:**

**Commented [A18]:** Insert ALL of the requested information below.

Partner Stewardship Coordinator	Partner Administrative Contact
Name: Neysa King Address: 1036 W Main Street City, State, Zip: Grass Valley, CA, 95945 Telephone: 530-273-6733 FAX: 530-271-6838 Email: kingn@nidwater	Name: Greg Jones Address: 1036 W Main Street City, State, Zip: Grass Valley, CA, 95945 Telephone: 530-273-6185 ext 226 FAX: 530-271-6838 Email: jonesg@nidwater.com



- 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 District 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. This provision applies only to corporations and therefore is not applicable to the District. ~~If District fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds District 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 District.
  6. Designate a Forest Service and District official to monitor their respective responsibilities outlined in the SPA.
  7. Include a Financial Plan to identify each parties contributions for projects identified in the SPA.
  8. Identify appropriate bonding requirements.

**Commented [A19]:** This provision is **mandatory** for use in all funded and non-funded agreements entered into with an entity that is a corporation. **If** the entity is not a corporation, you do not need to include this provision. A corporation is any entity, for-profit or non-profit, that has filed articles of incorporation in one of fifty states, the District of Columbia, or the various territories of the United States.

9. Include any necessary forest restrictions and closure dates to allow District to implement and complete the project(s) within the specified timeframes.
10. Provide necessary direction to District 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 District's services; Forest Service funds are exchanged for District'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 District 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 District, at District'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 District from participating in similar activities with other public or private agencies, organizations, and individuals.

L. ENDORSEMENT. Any of District's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of District's products or activities.

**Commented [A20]:** Mandatory provision. The parties may negotiate the following, additional, text,"... and does not by direct reference or implication convey the Cooperator's endorsement of the Forest Service's products or activities.

M. USE OF FOREST SERVICE INSIGNIA. In order for District 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 The District when permission is granted.

**Commented [A21]:** Mandatory provision IF the Partner anticipates producing any media with the Forest Service shield. The Proposed use should be described in the Scope of Work. When the request is submitted to the Office of Communication for approval, a copy of the fully executed agreement is required. See also FSM 1660.

N. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. The District agree(s) that any of District'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 District hereby willingly agree(s) to assume these responsibilities.

Further, District shall provide any necessary training to District's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The District 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. The District 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 District 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. The District 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. The District 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 District learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, District 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.

**Commented [A22]:** This provision is mandatory. Note: Tribal employment rights ordinances, TEROs, are permissible, allowing tribes to carry out hiring and contracting/granting practices to the advantage of tribal members. When the partner is a Tribal organization covered by PL 93-638, add the "Tribal Employment Rights Ordinance (TERO)" provision (FSM 1509.11\_90, B.6.) to this agreement in addition to all applicable nondiscrimination provisions.

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).

**Commented [A23]:** This provision is optional for any agreement when the partner is a Tribal organization covered by PL 93-638. Use this provision in addition to all applicable nondiscrimination provisions. It does not replace any of the nondiscrimination provisions.

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

T. **STANDARDS FOR FINANCIAL MANAGEMENT.**

**1. Financial Reporting**

The District 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**

The District 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**

The District shall maintain effective control over and accountability for all Forest Service funds. The District 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**

The District 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, District shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement.

**Commented [A24]:** Advance payments are only applicable to Stewardship activities where retained receipts or appropriated funds are being applied to the agreement and as necessary to carry out project activities. Advance payments are not available for a Stewardship project that is exchanging goods for services only.

U. **OVERPAYMENT.** Any funds paid to The District 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:

**Commented [A25]:** This provision is mandatory IF the Forest service is reimbursing or advancing funds to the cooperator.

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 The District.
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 7CFR3016.21/2CFR 215.22.

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.** The District shall retain all records 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. The District shall provide access and the right to examine all records related to this Master Stewardship Agreement to the Forest Service Inspector General, or Comptroller 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).

**Commented [UFS26]:** This provision is mandatory for all instruments. Delete the last part for all agreements except when cooperating with a tribal partner.

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. **PUBLIC NOTICES.** It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The District is/are encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

**Commented [A27]:** Optional provision if the Forest Service Program Manager anticipates that the project/activity is of public interest and requests that the provision be included in the award.

"The Tahoe National Forest of the Forest Service, Department of Agriculture,"

**Commented [A28]:** Insert program name, e.g. "International Programs"

**Commented [A29]:** Briefly describe your program, etc.

The District may call on Forest Service's Office of Communication for advice regarding public notices. The District is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

AA. **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, District 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.

**Commented [A30]:** Mandatory provision **IF** the Forest Service intends to invoke the right to transfer equipment purchased with Federal funds.

BB. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this Master Stewardship Agreement are not available for reimbursement of District's purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.

**Commented [A31]:** Mandatory provision **IF** equipment/supplies is NOT approved for purchase.

CC. **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 District to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

**Commented [A32]:** Mandatory provision **IF** property improvements result from a project on National Forest System lands. **Do not use if** those improvements are owned by the Partner and covered under another Master Stewardship Agreement such as a Special Use Permit or license.

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

**Commented [A33]:** Mandatory provision **IF** the cooperator will be awarding a contract using Forest Service funding. Davis Bacon and Service Contract Act has been determined by review not to apply to the current scope of G&A authorities.

EE. **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

**Commented [PR-F34]:** Mandatory provision for new agreements where the cooperator anticipates that its employees or participants and volunteers engaged on behalf of the cooperator and Forest Service will use chain saws or crosscut saws to conduct the program of work contained within the agreement. This provision is also mandatory when modifications to existing agreements of this type are necessary, e.g., for additional funding or extensions. Where mandatory, this provision must be inserted in the agreement and will become effective July 19, 2017.



cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- FF. **GOVERNMENT-FURNISHED PROPERTY.** The District may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. The District 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 property 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.

**Commented [A35]:** Optional for use **ONLY** when the Forest Service is loaning Forest Service property to the Partner necessary for the completion of the project. An AD-107 must be completed.

*Partner Liability for Government Property.*

1. Unless otherwise provided for in the Master Stewardship Agreement, District 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 District 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 District's managerial personnel. The District's managerial personnel, in this clause, means District's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of District's business; all or substantially all of District's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The District shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The District 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. The District shall do nothing to prejudice the Government's 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, District 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 recovery.

- GG. **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.

**Commented [A36]:** This provision is optional. When the Forest Service purchases property, equipment, or improvements with funds contributed by a partner, it is appropriate to use this provision to clarify the intent of the parties regarding disposition of assets. Coordination with local and ASC Property staff is essential to ensure property purchase of assets and accountability. If the asset is purchased with advanced funds, a special job code for purchase of an asset must be set up at ASC-RACA in coordination with ASC-Property. If the asset is purchased with reimbursed funds, form FS-6500-245 must be completed to bring the asset into the Forest Service property records.

- HH. **OFFSETS, CLAIMS, AND RIGHTS.** Any and all activities entered into or approved by this Master Stewardship Agreement will create and support afforestation/ reforestation

**Commented [A37]:** Optional provision **when** reforestation activities are anticipated on NFS lands.

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 District'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.

II. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS.

The District shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Master Stewardship Agreement.

**Commented [A38]:** Mandatory provision IF development of publications or production of audiovisuals, or if information is shared via electronic format (including websites), is anticipated.

JJ. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.

The District 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.

**Commented [A39]:** Mandatory provision IF development or publication of any printed, on-line, or audiovisual material is contemplated

***"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."***

KK. REMEDIES FOR COMPLIANCE RELATED ISSUES. If District 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 District 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 District'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.

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

- When the Forest Service and District 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 District to the Forest Service setting forth the reasons for termination, effective date, and in the case of 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 an Master Stewardship Agreement, District 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 District for the Forest Service share of obligations that cannot be canceled and were properly incurred by District up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

MM. **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.

NN. **DEBARMENT AND SUSPENSION.** The District 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 District 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.

**Commented [A40]:** Mandatory provision. *Prior* to entering into an arrangement with a Partner, the Forest Service must verify that they are not debarred or suspended from entering into a non-procurement transaction with the Federal government. This list is maintained by GSA and located at [www.sam.gov](http://www.sam.gov).

OO. **COPYRIGHTING.** The District 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.

**Commented [A41]:** Mandatory provision **IF** the agreement contemplates development or publication of any printed, audiovisual, or electronic material.

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:

1. The copyright in any work developed by District under this Master Stewardship Agreement.
2. Any right of copyright to which District purchase(s) ownership with any Federal contributions.

PP. **PUBLICATION SALE**. The District 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.

**Commented [A42]:** Mandatory provision **IF** Partner publications are anticipated.

QQ. When District 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. The District 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 District, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

RR. **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.

**Commented [A43]:** Insert a notification period that is no less than 30 days.

SS. **COMMENCEMENT/EXPIRATION DATE**. This Master Stewardship Agreement is executed as of the date of the last signature and is effective through 12/31/2039 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**Commented [A44]:** Insert the expiration date not greater than ten years.

TT. **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

**Commented [A45]:** The signature block may be changed to accommodate additional signatories.

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

\_\_\_\_\_  
Date  
GREGJONES, Assistant General  
Manager  
  
Nevada Irrigation District

**Commented [A46]:** Insert date of signature.

**Commented [A47]:** Insert Cooperator, signatory official's name (in CAPS).

**Commented [A48]:** Insert Cooperator signatory official's positional title.

**Commented [A49]:** Insert Cooperator's organizational name.

\_\_\_\_\_  
Date  
RANDY MOORE, Regional Forester  
U.S. Forest Service, Pacific Southwest Region

**Commented [A50]:** Insert date of signature.

The authority and format of this Master Stewardship Agreement have been reviewed and approved for signature.

\_\_\_\_\_  
Date  
U.S. Forest Service Grants Management Specialist

**Commented [A51]:** Insert date of signature.

**Commented [A52]:** Insert Grants Management Specialist's name (in CAPS).

**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.

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 part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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