

FS Agreement No. 15-SA-11052000-056
Cooperator Agreement No. _____

**MASTER
STEWARDSHIP AGREEMENT
Between The
PIT RIVER TRIBE
And the
LOMAKATSI RESTORATION PROJECT
And the
USDA FOREST SERVICE,
LASSEN, MODOC and SHASTA-TRINITY NATIONAL
FORESTS**

This Master Stewardship Agreement is hereby made and entered into by and between the Pit River Tribe and the Lomakatsi Restoration Project, hereinafter referred to as "the Partners," and the USDA Forest Service, Lassen, Modoc, and Shasta-Trinity National Forests, hereinafter referred to as the "Forest Service," under the provisions of the Consolidated Appropriations Resolution, 2003, Public Law 108-7, sec 323, amending Public Law 105-277, sec. 347 (Stewardship Authority), the Wyden Amendment authority, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Public Law 105-277, Div. A., Section 101 (e), as amended by Public Law 109-54, Sec. 434, the Omnibus Public Land Management Act, Public Law 111-11, Sec. 3001 and the Tribal Forest Protection Act (Public Law 108-278).

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 for the national forests and the public lands that meet local and rural community needs. In 2004, Congress authorized the Secretaries of Agriculture and Interior to give special consideration to tribally-proposed Stewardship Contracting or other projects on National Forest System (NFS) or BLM land bordering or adjacent to Indian trust land to protect the Indian trust resources from fire, disease, or other threat coming off of that NFS or BLM land under the Tribal Forest Protection Act.

The land management goals of a project may include, among other things:

- (1) road and trail maintenance or obliteration to restore or maintain water quality;
- (2) soil productivity, habitat for wildlife and fisheries, or other resource values;
- (3) setting of prescribed fires to improve the composition, structure, condition, and health of stands or to improve wildlife habitat;
- (4) removing vegetation or other activities to promote healthy forest stands, reduce fire hazards, or achieve other land management objectives;
- (5) watershed restoration and maintenance;
- (6) restoration and maintenance of wildlife and fish habitat; and
- (7) control of noxious and exotic weeds and reestablishing native plant species.

The Territory of the Tribe consists of all ancestral lands recognized by the Indian Claims

Commission in its July 29, 1959, (7 Indian Claims Commission, 815-863 Appendices A and B pages 1-49) findings of fact and opinion in Docket No. 347, i.e., the 100-mile square as described in Docket No. 347, and specifically including, but not limited to, the XL Ranch, Montgomery Creek, Roaring Creek, Big Bend, Burney, Lookout, and Likely Rancherías, the 13 acres deeded to the United States by the State of California in trust for the Pit River Home and Agricultural Cooperative Association as trustee for the Tribe, Modoc County Assessor's parcels 013-172-07 and 013-191-01, and any other property that hereafter may be acquired by or for the Tribe.

The Pit River Tribe ancestral homelands occur within the Lassen, Modoc and Shasta-Trinity National Forests located in northeastern California within the Pacific Southwest Region of the USDA Forest Service. The acres in this area will be identified for treatment during the term of this Master Stewardship Agreement.

Title: Pit River Tribe Forest Restoration

Due to fire suppression and other past management practices, forest conditions within the described portions of the Lassen, Modoc and Shasta-Trinity National Forests have changed over time. Historically, forest structure primarily consisted of a large-diameter ponderosa pine and a mixed conifer tree component arranged in spatially complex large tree groves. This forest structure contained dense regeneration patches and open areas that included coarse wood habitats of snags and down logs, well developed understory communities of herbs and shrubs and moderate tree stocking levels. Current conditions are more homogeneous, denser, and have converted to shade-tolerant species. Fuel loadings have shifted fire regimes from frequent low-intensity burns to infrequent stand-replacing fires. These changes also impact understory browse and forage used by deer and elk, aquatic systems, water quality and riparian habitats. The projects implemented through the Master Stewardship Agreement will treat unhealthy forest conditions and habitats in an effort to restore diversity, resiliency, sustainability and overall landscape health in accordance with goals and objectives of the Land Management Plans.

I. PURPOSE:

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

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 Forest Service is a land management agency dedicated to:

- Quality land management under the sustainable multiple-use management concept to meet the diverse needs of people.
- Sustaining the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations.
- Exchanging goods for services to achieve the land management goals for the national forests that meet local and rural community needs including associated jobs.
- Providing the ability to use retained receipts on other than National Forest System Lands under the Wyden Amendment authority.
- Protecting adjacent Indian trust resources from fire, disease, or other threat coming off of National Forest System Lands as authorized under the Tribal Forest Protection Act.

The Pit River Tribe is a sovereign federally recognized Native American Tribal Government consisting of 11 autonomous bands whose homes and properties are distributed throughout the their ancestral homelands.

The Pit River Tribe land stewardship goals for ancestral lands, include:

- Restoration of forest stand structure and diversity, reduction of average stand density to allow greater individual tree growth and shrub development.
- Reduction of overall fuel levels and continuity to reduce the potential for uncharacteristic stand replacement fires, restoration of more natural fire regimes.
- Increased habitat and carrying capacity for deer and elk, and other wildlife and fish species, and enhanced spiritual and cultural values.
- Projects that work to restore eco-cultural systems which the tribal community depends on for subsistence purposes, through the integration of modern restoration practices, with Traditional Ecological Knowledge.

Lomakatsi Restoration Project is a non-profit, grassroots organization that develops and implements forest and watershed restoration projects and programs in Oregon and northern California. Since 1995, Lomakatsi has a proven record of success implementing restoration projects across thousands of acres of forests and miles of streams. In cooperation with a broad range of partners including federal and state land management agencies, Native American Tribes, The Nature Conservancy, land trusts, private landowners, watershed councils, city and county governments, our work has set precedents on nationally recognized projects.

Lomakatsi provides expertise and capacity in project development, planning, management, fine-scale ecological treatment design, monitoring, and implementation for ecosystem restoration projects. We integrate restoration practice with science delivery, education and workforce training. Lomakatsi coordinates closely with multiple funding partners and manages a diverse workforce in complex social settings supported by critical community outreach. Lomakatsi's volunteers, members, and partners have worked to raise funds and to volunteer on projects that benefit forest restoration and fuels reduction.

The production of sustained monetary and subsistence income through tribal economic development projects, including the establishment of a skilled forest restoration workforce are key to achieving the forest restoration goals as held by all parties. The Pit River Tribe views

forest restoration work as an opportunity to reduce unemployment and create new forest-related enterprises geared toward transforming woody biomass into marketable products. Such enterprises will benefit both the tribal and local communities.

The stewardship projects developed under this Master Stewardship Agreement may include, but not be limited to: forest thinning for a variety of objectives that restore forest habitats, i.e. hazardous fuel treatments and stand improvement; vegetation management to enhance overall habitat conditions through slashing, hand piling and burning, density management of trees; removal and utilization of forest byproducts; noxious weed control; forage seeding; restoration and maintenance of water quality; improvement of fish and wildlife habitat; road management, including road maintenance; and restoring and increasing the utilization of aquatic and terrestrial habitats.

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

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 the Partners and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

The 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 PIT RIVER TRIBE SHALL:

- A. **LEGAL AUTHORITY.** The Pit River Tribe 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. Nothing in this Master Stewardship Agreement shall limit, alter, or otherwise affect the Pit River Tribe's Treaty rights and/or separate federal legal and policy responsibilities of the Forest Service in relation to the Pit River Tribe, including a government-to-government relationship at the agency and Departmental level(s), in accordance with established

policies. Nor is this Master Stewardship Agreement intended to amend, modify, replace, or supersede, in whole or in part, any Government-to-Government Protocol Memorandums of Understanding between the Pit River Tribe and the Lassen, Modoc and Shasta-Trinity National Forests that are executed and active during the term of this Master Stewardship Agreement. Executed and Active agreements are those agreements that are fully signed by all the parties and are executed as of the date of the last signature and are effective through the agreement's expiration date.

- C. Nothing in this Master Stewardship Agreement is intended to modify or change federal law, or waive any rights or responsibilities pursuant thereto, as it applies to the Pit River Tribe, through other more specific authority, such as the Indian Self Determination, Education and Assistance Act (P.L. 93-638) and/or other principles of federal Indian law, including but not limited to those set out in decisions of the courts of the United States, Executive Order 13175, and Executive Memorandum of April 29, 1994, on Government-to-Government Relations with Native American Tribal Governments.
- D. Develop an Annual Operating Plan (AOP) in collaboration with the Forest Service and the local community.
- E. Provide an annual accomplishment report to the U.S, Forest Service Regional Forester by January 31st of each year that covers all projects identified in the AOP referenced by this Master Stewardship Agreement.
- F. Perform in accordance with any approved Supplemental Project Agreement (SPA) tiered to this Master Stewardship Agreement.
- G. In its discretion, explore opportunities for additional support from other parties for projects associated with this Master Stewardship Agreement.
- H. Establish a separate funds account for the stewardship projects performed under this Master Stewardship Agreement.
- I. Provide any necessary training to the Partner employees and volunteers and ensure that such personnel are capable of performing tasks to be completed. The Partner shall also supervise and direct the work of Partner's volunteers performing under this Master Stewardship Agreement.
- J. Provide mutually agreed-upon information through its newsletter and news releases. Other outlets may be used as agreed upon by all parties.
- K. Fully collaborate (FSH 2409.19 Chapter 60) in identifying and selecting future stewardship restoration projects as mutually agreed to by all parties.

IV. THE LOMAKATSI RESTORATION PROJECT SHALL:

- A. LEGAL AUTHORITY. The Lomakatsi Restoration Project 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. Develop an Annual Operating Plan (AOP) in collaboration with the Forest Service and the

local community.

- C. Provide an annual accomplishment report to the Forest Service Regional Forester by January 31st of each year that covers all projects identified in the AOP referenced by this Master Stewardship Agreement.
- D. Perform in accordance with any approved Supplemental Project Agreement (SPA) tiered to this Master Stewardship Agreement.
- E. In its discretion, explore opportunities for additional support from other parties for projects associated with this Master Stewardship Agreement.
- F. Establish a separate funds account for the stewardship projects performed under this Master Stewardship Agreement.
- G. Provide any necessary training to the Partner employees and volunteers and ensure that such personnel are capable of performing tasks to be completed. The Partner shall also supervise and direct the work of Partner's volunteers performing under this Master Stewardship Agreement.
- H. Provide mutually agreed-upon information through its newsletter and news releases. Other outlets may be used as agreed upon by all parties.
- I. Fully collaborate (FSH 2409.19 Chapter 60) in identifying and selecting future stewardship restoration projects as mutually agreed to by all parties.

V. THE 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 the Partners of any changes in stewardship policy, law and regulations.
- D. Recognize the Partners' contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Develop an Annual Operating Plan (AOP) in collaboration with the Partners and the local community.
- F. Submit all Technical Project Proposals in which retained receipts from Stewardship Area will be applied to the Regional Forester or authorized designee for review and approval.
- G. Perform in accordance with the SPAs.

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 Forest Service Contacts:

Forest Service Stewardship Coordinator	Forest Service Grants & Agreements Contact
Andrei Rykoff, Section Chief Natural Resource Management 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8684 FAX: 707-562-9034 Email: arykoff@fs.fed.us	Constance Zipperer Grants Management Specialist 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us
Robert Goodwin Tribal Relations Advisor Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8919 Email: ragoodwin@fs.fed.us	Wade McMaster Tribal Relations Program Manager Plumas & Lassen National Forest 159 Lawrence St. Quincy, CA 95971 www.fs.fed.us Telephone: 530-283-7795 Fax: 530-283-7716 Email: wcmaster@fs.fed.us
Kathy Roche, Ecosystem Staff Officer, Climate Coordinator 3644 Avtech Parkway Redding, CA 96002 Telephone: 530-226-2420 FAX: 530-226-2485 Email: kroche@fs.fed.us	Asmaa Ali Grants Management Specialist Forest Service Region 5- Pacific Southwest Region 3644 Avtech Parkway Redding, CA 96002 Telephone: 530-226-2418 Email: aaali@fs.fed.us

Principal Pit River Tribe Contacts:

Partner Stewardship Coordinator	Partner Administrative Contact
Isidro Gali, Vice-Chairman 36970 Park Ave Burney, CA 96013 Telephone: 530-335-5421	Marissa Fierro 36970 Park Ave Burney, CA 96013 Telephone: 530-335-5421Ext.1503 Email: marissa.fierro@pitrivertribe.org

Principal Lomakatsi Restoration Project Contacts:

Partner Stewardship Coordinator	Partner Administrative Contact
Marko Bey Executive Director Lomakatsi Restoration Project PO Box 3084 Ashland, OR 97520 541-488-0208 FAX: 541-488-4909 Email: marko@lomakatsi.org	Justin Cullumbine Chief Financial Officer/Co- Director Lomakatsi Restoration Project P.O. Box 3084 Ashland, OR 97520 541-488-0208 FAX: 541-488-4909 Email: justin@lomakatsi.org

- 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 the Partner 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 debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Partners fail to comply with these provisions, the Forest Service will annul this agreement and may recover any funds the Partners have expended in violation of sections 433 and 434.
- C. AVAILABILITY FOR CONSULTATION. The 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- SPA(s). 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 the Partners.
 6. Designate a Forest Service and Partners 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.

9. Include any necessary forest restrictions and closure dates to allow the Partner to implement and complete the project(s) within the specified timeframes.
10. Provide necessary direction to the Partner 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 the Partners' services; Forest Service funds are exchanged for the Partners' 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 the Partners 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 the Partners, at the Partners' addresses 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 the Partners from participating in similar activities with other public or private agencies, organizations, and individuals.
- L. ENDORSEMENT. Any of the Partners' contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of the Partners' products or activities.
- M. USE OF FOREST SERVICE INSIGNIA. In order for the Partners 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 Partners when permission is granted.
- N. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. The Partners agree that any of the Partners' 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 the Partners hereby willingly agree to assume these responsibilities.

Further, the Partners shall provide any necessary training to the Partners' employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Partners 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 Partners 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 the Partners 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 Partners agree 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 Partners agree 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 the Partner learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the Partners 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. ELIGIBLE WORKERS. The Partners 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 Partners 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 Partners 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 Partners 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 Partners shall maintain effective control over and accountability for all Forest Service funds. The Partner 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 Partners 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, the Partners 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 the Partners 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 .
3. Taking other action premised 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 Partners 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 Partners.

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 Partners 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 Partners 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).

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 Partners 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:

"The Lassen, Modoc and Shasta-Trinity National Forests of the Forest Service,

Department of Agriculture, have entered into a Master Stewardship Agreement to restore forest and watershed conditions within the ancestral lands of the Pit River Tribe.”

The Partners may call on Forest Service's Office of Communication for advice regarding public notices. The Partners 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, the Partners 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.
- 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 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 the Partners to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- CC. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Partners' established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Partners shall maintain cost and price analysis documentation for potential Forest Service review. The Partners are encouraged to utilize small businesses, minority-owned firms and women's business enterprises.
- DD. GOVERNMENT-FURNISHED PROPERTY. The Partners may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. The Partners 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.

Partner Liability for Government Property.

1. Unless otherwise provided for in the Master Stewardship Agreement, the Partners 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 the Partners is 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 the Partners' managerial personnel. The Partners' managerial personnel, in this clause, means the Partners' directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Partners' business; all or substantially all of the Partners' operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Partners shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Partners 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 Partners 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 Grants Management Specialist, the Partners 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.

EE. 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.

FF. 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 the Partners' assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

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

HH. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Partners 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."

II. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Partners 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 the Partner 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 the Partner'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.

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

- When the Forest Service and the Partners 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 the Partners 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 a Master Stewardship Agreement, the Partners 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 the Partners for the Forest Service share of obligations that cannot be canceled and were properly incurred by the Partner up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

KK. 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.

LL. DEBARMENT AND SUSPENSION. The Partner 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 the Partners 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.

MM. COPYRIGHTING. The Partners 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:

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

NN. PUBLICATION SALE. The Partners 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.

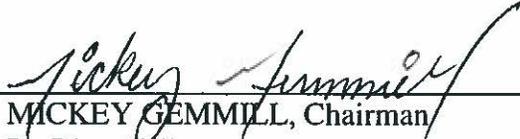
OO. When the Partners are seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. The parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. The Partners will notify the Forest Service in writing 60 days in advance to request appraisal prior to seeking formal bids. The 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 the Partner, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

PP. 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.

QQ. COMMENCEMENT/EXPIRATION DATE. This Master Stewardship Agreement is executed as of the date of the last signature and is effective for 5 years, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

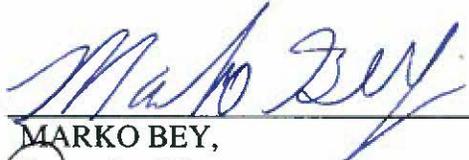
RR. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Master Stewardship Agreement. In witness whereof, the parties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



MICKEY GEMMILL, Chairman
Pit River Tribe

8/10/15

Date



MARKO BEY,
Executive Director
Lomakatsi Restoration Project

8/10/15

Date

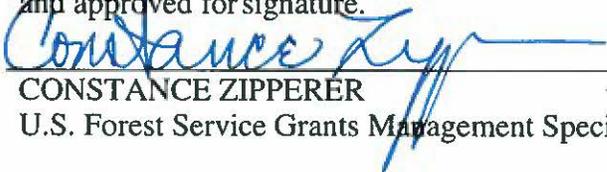


RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region

9/10/15

Date

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



CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

13 July 2015

Date

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.