



FS Agreement No.

11-SA-11060200-017

Cooperator Agreement No. \_\_\_\_\_

**MASTER  
STEWARDSHIP AGREEMENT**

**Between**

Klamath Tribes, Lomakatsi Restoration Project, The Nature Conservancy,

**And the**

**USDA FOREST SERVICE, Fremont-Winema National Forest**

This Master Stewardship Agreement is hereby made and entered into by and between Klamath Tribes, Lomakatsi Restoration Project and The Nature Conservancy, hereinafter referred to as "Partner," and the USDA Forest Service, Fremont-Winema National Forest, hereinafter referred to as the "U.S. 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) and the Wyden Amendment authority, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

**Background:**

In 2003 Congress authorized the U.S. 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 Fremont-Winema National Forest, excluding the Lakeview Federal Sustained Yield Unit, and other non-federal lands within the forest boundaries. This area includes an un-estimated amount of acres to be treated during the term of this Master Stewardship Agreement.

**Title: Klamath Tribes' Forest Restoration**

Due to fire suppression and other past management practices, forest conditions within the Fremont-Winema National Forest have deteriorated over time. Historically, forest structure primarily consisted of a large-diameter ponderosa pine tree component. Spatially complex large tree groves 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 such as white fir and lodgepole pine. 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 purpose and need of the projects implemented through the Master Stewardship Agreement is to treat unhealthy forest conditions and habitats in an effort to restore diversity, resiliency, sustainability and overall landscape health.

## **I. PURPOSE:**

The purpose of this Master Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Fremont-Winema National Forest 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 U.S. 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 Klamath Tribes will serve as the senior partner with the Forest Service in this Master Stewardship Agreement. The Klamath Tribes is a federally recognized Sovereign Nation that, since time immemorial, has served as land stewards of their ancestral homelands. The Tribes possess and exercise Treaty-reserved rights to hunt, fish, trap, and gather on these lands. Today, land stewardship goals, as outlined in the Klamath Tribes' Forest Management and Restoration Plan, 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.

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 Tribes view 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 Lomakatsi Restoration Project is a nonprofit organizational collaboration guided by natural and social principles to organize and implement community-based ecological restoration projects through education, vocational training, specialized workforce development, on-the-ground workforce activities and the utilization of restoration by-products, encouraging the recovery of ecosystems and the sustainability of communities, cultures and economies. Lomakatsi has cooperated with federal and state agencies to benefit National Forests and local communities. Lomakatsi's volunteers, members, and partners have worked to raise funds and to volunteer on projects that benefit forest restoration and fuels reduction.

The Nature Conservancy is a national conservation organization whose mission is to preserve the plants, animals and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. TNC has more than 50 years of conservation experience and is well-known for its collaborative and effective approach to land and water conservation. For over 30 years, TNC has used controlled burns and other restoration tools to help restore the habitats and native species on lands it manages. Through the Global Fire Initiative, TNC assists agencies, organizations and communities to find lasting solutions to the challenges posed by altered fire regimes. In 2003, TNC launched the Northwest Fire Learning Network, established partnerships at four large watersheds, and began to fill data gaps to enable the development of stand-specific maps showing prioritized restoration actions.

The collaborative partnership between the Klamath Tribes, Lomakatsi Restoration Project, The Nature Conservancy and the Fremont -Winema National Forest will benefit all parties through the leveraging of diverse expertise, skills, and resources to successfully achieve mutual goals and objectives.

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 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 Partner and the U.S. 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 Partner 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 Klamath Tribes' Treaty rights and/or separate federal legal and policy responsibilities of the Forest Service in relation to the Klamath Tribes, 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, the Memorandum of Agreement between the Klamath Tribes and the United States Forest Service, first executed on or about February 19, 1999 and amended on or about February 17, 2005, which remains in full force and effect.
- 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 Klamath Tribes, through other more specific authority, such as the Klamath Treaty of 1864, 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. 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 in identifying and selecting future stewardship restoration projects that protect cultural resources; improve, maintain, or restore forest health; restore or maintain water quality; improve fish and wildlife habitat; reestablish native plant species and increase their resilience to climate change, insect infestation and disease; and reduce hazardous fuels

that pose risks to communities and ecosystem values. Anticipated projects include forest thinning for timber stand improvement, pre-commercial treatments, fuels reduction, wildlife habitat improvement, vegetation management, slash abatement, noxious weed treatments, riparian restoration, fence building, density management, monitoring, prescribed burning and other terrestrial and aquatic restoration work as mutually agreed to by all parties.

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

- A. Have the Regional Forester or authorized designees approve all stewardship project proposals.
- B. Complete all necessary National Environmental Policy Act (NEPA) requirements.
- C. Inform Partner of any changes in stewardship policy, law and regulations.
- D. Recognize Partner's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Mutually prepare with the Partner, and then perform in accordance with any approved Supplemental Project Agreement (SPA) tiered to this Master Stewardship Agreement.

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

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

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

U.S. Forest Service Stewardship Coordinator	U.S. Forest Service Grants & Agreements Contact
Mike Lawrence, District Ranger 38500 Hwy 97 N Chiloquin, OR 97624 Telephone: 541-783-4020 FAX: 541-783-2134 Email: mlawrence@fs.fed.us	Jill Zan, FS, R6, Agreements Medford Interagency Office 3040 Biddle Road, Medford, OR 97504 Telephone: 541-618-2024 FAX: 541-618-2128 Email: jzan@fs.fed.us

**Principal Partner Contacts:**

Lead Partner Stewardship Coordinator	Lead Partner Administrative Contact
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<p>Will Hatcher  The Klamath Tribes  Natural Resources Director  501 Chiloquin Blvd  PO Box 436  Chiloquin, OR 97624  Telephone: 541-783-2219 ext 142  FAX: 541-783-2026  Email: <a href="mailto:will.hatcher@klamathtribes.com">will.hatcher@klamathtribes.com</a></p>	<p>Kathy Rich  The Klamath Tribes  Administrative Officer  501 Chiloquin Blvd  PO Box 436  Chiloquin, OR 97624  Telephone: 541-783-2219 ext 101  FAX: 541-783-2026  Email: <a href="mailto:Kathy.Rich@klamathtribes.com">Kathy.Rich@klamathtribes.com</a></p>
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Partner Stewardship Coordinator	Partner Administrative Contact
<p>Marko Bey  Lomakatsi Restoration Project  PO Box 3084  Ashland, OR 97520  541-488-0208  FAX: 541-488-4909  Email: <a href="mailto:marko@lomakatsi.org">marko@lomakatsi.org</a></p>	<p>Justin Cullumbine  Lomakatsi Restoration Project  P.O. Box 3084  Ashland, OR 97520  541-488-0208  FAX: 541-488-4909  Email: <a href="mailto:justin@lomakatsi.org">justin@lomakatsi.org</a></p>

Partner Stewardship Coordinator	Partner Administrative Contact
<p>Craig Bienz  Director, Sycan Marsh  The Nature Conservancy  226 Pine Street  Klamath Falls, OR 97601  541-273-0789  FAX: 541-273-8045  Email: <a href="mailto:cbienz@tnc.org">cbienz@tnc.org</a></p>	<p>Eric Hunter  The Nature Conservancy  821 SE 14th Ave.  Portland, OR 97202  503-802-8173  FAX: 503-802-8199  Email: <a href="mailto:ehunter@tnc.org">ehunter@tnc.org</a></p>

- B. **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.
- C. **ANNUAL MEETING.** At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- D. **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 shall be by mutual consent of the parties through a specific SPA. At a minimum, an SPA shall:
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 U.S. Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by the Partner.
6. Designate a U.S. Forest Service and Partner 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 U.S. Forest Service Grants & Agreements 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 U.S. Forest Service goods are exchanged for the Partner's services; U.S. Forest Service funds are exchanged for the Partner's services; or a combination thereof.

H. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the U.S. 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 U.S. Forest Service standard guidelines, methods and techniques.
- J. NONLIABILITY. U.S. Forest Service does not assume liability for any third party claims for damages arising out of this Master Stewardship Agreement.
- K. NOTICES. Any notice given by the U.S. Forest Service or the Partner will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To the Partner at Partner'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.

- L. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the U.S. Forest Service or Partner from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. ENDORSEMENT. Any of the Partner's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Partner's products or activities.
- N. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Partner to use the U.S. Forest Service insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- O. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. The Partner agrees that any of the Partner's employees, volunteers, and program participants shall not be deemed to be Federal Forest Service 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), as the Partner hereby willingly agree(s) to assume these responsibilities.

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

Agreement.

P. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Master Stewardship Master Stewardship Agreement, or benefits that may arise there from, either directly or indirectly.

Q. DRUG-FREE WORKPLACE.

1. The Partner agrees 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 Partner will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, he or she
    - (1) Must abide by the terms of the statement, and
    - (2) Must 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 Partner agrees that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. Your 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 Agreement, or the completion date of this Master Stewardship Agreement, whichever occurs first.

4. The Partner agrees 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 learns of the conviction.
  5. Within 30 calendar days of learning about an employee's conviction, the Partner must 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.
- R. NONDISCRIMINATION. The Partner shall comply with all applicable federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- S. ELIGIBLE WORKERS. The Partner 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 Partner 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 Partner 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 Partner 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 Partner shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. 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 award/agreement. The Partner shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

#### **4. Payments**

Payment is typically made by reimbursement; advances may be used on a case-by-case basis and the need shall be documented. Do not use retained receipts for advance payment(s). An authority to allow advance payments will be added to the SPA. When applicable, the Partner shall establish and maintain specific procedures to minimize the time elapsing between the advance of federal funds and their subsequent disbursement. Any advance requested by the Partner must be expended within 30 days of receipt.

#### **5. Source Documentation**

The Partner shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub grant/contract documents, and so forth.

- U. AGREEMENT CLOSEOUT. The Partner shall close out any SPAs executed under this Master Stewardship Agreement within 90 days after the expiration date or notice of termination.

Any unobligated balance of cash advanced to the Partner shall be immediately refunded to the U.S. Forest Service, including any interest earned.

Within a maximum of 90 days following the date of expiration or termination of a SPA, all financial performance and related reports required by the terms of the Master Stewardship Agreement shall be submitted to the U.S. Forest Service by the Partner.

If this Master Stewardship Agreement is closed out without audit, the U.S. 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.

- V. PROGRAM PERFORMANCE REPORTS. The Partner shall monitor the performance of SPA activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period.
- Where the output of the project can be readily expressed in numbers, a computation of

the cost per unit of output may be required if that information is useful.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Partner shall submit annual performance reports. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with the Partner's final payment request, or separately, but not later than 90 days from the expiration date of any SPAs.

- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Partner 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" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Partner shall provide access and the right to examine all records related to this Master Stewardship Agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

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 shall 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 United States Federal funds shall be retained for three years after its final disposition.

The Partner shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

FREEDOM OF INFORMATION ACT (FOIA). Public access to Master Stewardship Agreement records shall 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).

- X. 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 vehicle (GOV) or driving a privately own 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 a company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Y. PUBLIC NOTICES. It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Partner is encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments.

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

- Z. FUNDING EQUIPMENT. Federal funding under this Master Stewardship Agreement is not available for reimbursement of the Partner'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.

- AA. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of any of the parties, shall thereupon become property of the United States. These improvements shall be subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this Master Stewardship Agreement shall entitle the Partner to any share or interest in the improvements, other than the right to use and enjoy the same under the existing regulations of the U.S. Forest Service.

- BB. CONTRACT REQUIREMENTS. If the Partner issues a contract, it shall be awarded on a competitive basis. Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this Master Stewardship Agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

- CC. GOVERNMENT-FURNISHED PROPERTY. The Partner may only use U.S. Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. The Partner shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, shall be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property shall not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor shall 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 Partner 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 Partner 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 the Partner's managerial personnel. The Partner's managerial personnel, in this clause, means the Partner's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Partner's business; all or substantially all of the Partner's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Partner shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Partner 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 Partner 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 & Agreements Specialist, the Partner 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.

DD. 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 U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through the Partner's assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable federal statute regulations and forest plans.

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

FF. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Partner 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 of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). 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."*

GG. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Partner materially fails to comply with any term of the Master Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Master Stewardship Agreement, or elsewhere, the U.S. 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 U.S. 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 7 CFR part 3017.

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

- When the U.S. Forest Service and Partner 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 Partner to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. 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 U.S. Forest Service may terminate the award upon 30 days written notice.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the Master Stewardship Agreement will not accomplish the purposes for which the Master Stewardship Agreement was made, the U.S. Forest Service may terminate the Master Stewardship Agreement in its entirety.

Upon termination of a Master Stewardship Agreement, the Partner 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 U.S. Forest Service shall allow full credit to the Partner for the United States Federal share of the non-cancelable obligations 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.

- II. 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.
- JJ. DEBARMENT AND SUSPENSION. The Partner shall immediately inform the U.S. 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 Partner or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- KK. COPYRIGHTING. The Partner is 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 U.S. Forest Service shall be copyrighted. The U.S. 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 shall be transferred to any subcontracts.

This provision includes:

- The copyright in any work developed by the Partner under this Master Stewardship Agreement.
- Any right of copyright to which the Partner purchase ownership with any federal contributions.

- LL. PUBLICATION SALE. The Partner 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.

MM. When the Partner 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 Partner will notify the U.S. Forest Service in writing 60 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 the Partner, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

NN. MODIFICATION. Modifications within the scope of this Master Stewardship Agreement shall 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 U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

OO. COMMENCEMENT/EXPIRATION DATE. This Master Stewardship Agreement is executed as of the date of the last signature and is effective through December 31, 2020 at which time it will expire, by an executed modification, signed and dated by all properly authorized, signatory officials.

PP. 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.

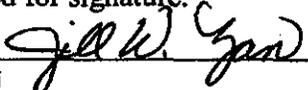
  
GARY FROST  
Chairman, Klamath Tribes  
Date 9-2-11

  
MARKO BEY  
Director, Lomakatsi Restoration Project  
Date 9-8-11

  
RUSS HOEFLICH  
Vice President, The Nature Conservancy  
Date 9-14-11

  
FRED L. WAY, Forest Supervisor  
U.S. Forest Service, Fremont-Winema National Forest  
Date 9-22-11

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

  
JILL W. ZAN  
U.S. Forest Service Grants & Agreements Specialist  
Date 9/1/2011

Burden Statement

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

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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.