



FS Agreement No. 24-PA-11132000-021

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

**MASTER  
PARTICIPATING AGREEMENT  
Between  
NATIONAL BAPTIST CONVENTION USA, INC.  
And The  
USDA, FOREST SERVICE  
WASHINGTON OFFICE**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between NATIONAL BAPTIST CONVENTION USA, INC., hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Washington Office hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of 1975 - P.L. 94-148 and Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434)

Background: Our National Forests and Grasslands are rich in clean water and air, wildlife habitat, forest products, rangeland and recreational opportunities, among other important resources. Overgrown forests, a warming climate, prolonged drought, and a growing number of homes in the wildland-urban interface, following more than a century of rigorous fire suppression, have all contributed to what is now a full-blown wildfire and forest health crisis. Simultaneously, there is a growing demand for the very rich ecosystem services that National Forest System (NFS) lands provide thus exacerbating the challenge of keeping those ecosystems healthy and balanced and maintaining their resilience to the changing conditions they face each year.

Two significant recent investments from Congress—the Bipartisan Infrastructure Law (BIL-2021) and Inflation Reduction Act (IRA - 2022)—allocated substantial funding to the Forest Service to meet these challenges. In addition to other tools, this national agreement and partnership will be a concerted effort to address such needs and may include funding from both BIL and IRA, as well as regular appropriations, to allow for tailoring of specific projects to the needs of individual Regions and Forests where the fuels reduction and ecosystem restoration requirements are the greatest.

These investments will build new and increased capacity for implementing the Forest Service’s Wildfire Crisis Strategy and other strategic priorities, that aim to significantly increase the scope and scale of fuels and forest health treatments, reduce the severity of wildfires, protect communities, rebuild infrastructure, and improve the health and resiliency of America’s Forests.

Title: Landscape Resiliency Keystone Master Agreement

**I. PURPOSE**



The purpose of this agreement is to document the cooperation between the parties to support the planning, development, and implementation of projects that address the agency's most pressing challenges, including wildfire resilience and recovery, timber management, sustainable recreation access and infrastructure, watershed health, and public engagement. Both parties will work in accordance with the following provisions and any incorporated Supplemental Project Agreement(s), in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

## II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

Accelerating the pace and scale of land management and restoration is central to the U.S. Forest Service's mission to *sustain the health, diversity and productivity of the Nation's forests and grasslands to meet the needs of present and future generations*. Addressing issues such as wildfire resilience and recovery, forest/grassland health, sustainable recreation access and infrastructure, wildlife habitat health and watershed functions are all core to this mission. The U.S. Forest Service also has a long history of engaging the American public and working with diverse partners to address these important natural resource challenges. The overarching management goal of the US Forest Service is to excel as a high performing agency, therefore supporting a diverse workforce, promoting an inclusive culture, and engaging and creating opportunities for the American public is paramount.

Embracing the stewardship of creation and the empowerment of individuals, the National Baptist Convention (NBC) strives to foster a nurturing environment both spiritually and naturally. In collaboration with like-minded organizations, NBC endeavors to sustain and enrich the lives of communities, while preserving and enhancing the health and beauty of the nation's forests and grasslands. Through evangelism, education, and active engagement, NBC aims to cultivate a legacy of faith and conservation, nurturing a harmonious existence between humanity and the earth.

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals. The Cooperator and the U.S. Forest Service have broad reach, responsibilities, and interests in providing the workforce and skills needed to advance wildfire risk reduction and ecosystem restoration across the nation, while prioritizing social, economic, and environmental equity outcomes.

The Cooperator and the U.S. Forest Service will work together by using a variety of funding sources and tools to protect, enhance, and restore ecosystems and associated infrastructure of our National Forests and Grasslands. Cooperation will aid in achieving higher programmatic and administrative outcomes, including developing forest product markets, tailoring to region specific needs, achieving adaptive management goals, sharing



expertise, and elevating key project partnerships. More specifically, restoration activities could include but are not limited to the following: vegetation thinning to reduce high levels of hazardous fuels and improve forest resilience to wildfire and overall resource health, NEPA Planning and supporting surveys, watershed restoration and other enhancements of aquatic habitat, cultural site restoration and protection, reforestation, noxious weed abatement/control, and other activities that improve wildlife habitat, recreation infrastructure among other integrated accomplishments on National Forest System lands. Outreach and engagement activities could include but are not limited to the following: meeting design, meeting facilitation, public information development/ maintenance, development of workshops and educational materials, recruiting and training volunteers, Partnership building, and shared stewardship coordination.

The Cooperator and the U.S. Forest Service will coordinate to develop Supplemental Project Agreements (SPA) that will tier to this Master Agreement. All SPAs must include the following:

- Description of work to be implemented across all Regions.
- Specific plans for engagement and collaboration on proposed work, including and prioritizing engagement with Tribes, States, and disadvantaged and underserved communities as appropriate.

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

All parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits to the American public (rural and urban) and therefore benefits both parties. All parties also share an interest in providing opportunity for the engagement and employment within and among disadvantaged communities and improving ecosystem conditions and landscape functions to support the American public (rural and urban). 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 NATIONAL BAPTIST CONVENTION SHALL:**

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this 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. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19,



chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.

- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperator may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.
- D. ESTABLISH SUB-PARTNERSHIP. The National Baptist Convention USA, Inc. will establish a Sub-Partnership with Dynamic Construction Group LLC to coordinate specific roles and responsibilities per each established supplemental project agreement (SPA) to accomplish mutually agreed upon work projects.
- a. The National Baptist Convention USA, Inc. will support all administrative and financial management of the agreement. The National Baptist Convention USA, Inc. will also support outreach and engagement activities, such as (but not limited to) meeting design, meeting facilitation, public information development/maintenance, development of workshops and educational materials, recruiting and training volunteers, partnership building, and shared stewardship coordination.
  - b. Dynamic Construction Group LLC will support implementation of on-ground activities and improvements, such as (but not limited to) vegetation thinning to reduce high levels of hazardous fuels and improve forest resilience to wildfire and overall resource health, NEPA Planning and supporting surveys, watershed restoration and other enhancements of aquatic habitat, cultural site restoration and protection, reforestation, noxious weed abatement/control, and other activities that improve wildlife habitat, recreation infrastructure among other integrated accomplishments on National Forest System lands.
- E. Meet annually, or as needed, with representatives of the U.S. Forest Service to collaboratively plan, discuss, and negotiate guidelines for project proposals that meet the objectives of this Agreement.
- F. Cooperate with the U.S. Forest Service in carrying out the projects and other collaborative efforts which the parties thereto provide support.
- G. Serve in a role that fully recognizes and integrates Equity, Inclusion, Diversity, and Underserved Communities. Investments must be designed equitably and reflect the need to reach underserved communities and diverse partners and address past barriers. Develop a specific plan for engagement and collaboration on all proposed



- work, including and prioritizing engagement with Tribes, States, and disadvantaged and underserved communities as appropriate.
- H. Share and coordinate landscape and ecosystem plans and/or assessments, site conservation plans, landownership adjustment planning, innovative conservation finance approaches, and project implementation with the U.S. Forest Service to further the goals of this Agreement and when they affect U.S. Forest Service responsibilities and programs.
  - I. Provide any necessary training to the Cooperator employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
  - J. Share and cooperate on scientific research and technology and data transfer, as appropriate.
  - K. National Baptist Convention USA, Inc will not provide match for **any** activities for this agreement. This includes all appropriated funding as well as BIL or IRA funding.

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

- A. Meet annually, or as needed, with the Cooperator representatives to collaboratively plan, discuss, and negotiate guidelines for the project proposals that meet the objectives of this Agreement.
- B. Encourage cross-regional education and learning between U.S. Forest Service, community-based organizations, tribes, state and local governments, private landowners, and other key stakeholder groups on issues pertinent to the Agreement.
- C. Assist the Cooperator in forging productive relationships with U.S. Forest Service units in support of successful tools, resources, and outreach efforts.
- D. Encourage innovative relationships at various levels to mobilize and share personnel and resources for lands management including working across boundaries in accordance with the applicable laws, policies, and authorities.
- E. Make lands available for the furtherance of this partnership, subject to applicable Federal law, regulations, Land Management Plans, and approval by the appropriate U.S. Forest Service official.
- F. Negotiate and enter into specific agreements to accomplish agreed upon work projects, which may include personnel and other resources from across the U.S. Forest Service.



- G. Consistent with Land Management Plans, other U.S. Forest Service direction, Shared Stewardship Agreements/MOUs, and State Forest Action Plans, provide leadership and share information across ownership boundaries for landscape assessments and for the planning, implementation, and monitoring of assessments, projects, or administrative studies undertaken pursuant to this Agreement.
- H. If serving as the Lead Party and unless stated otherwise in individual SPA's signed by the parties, complete access and permission agreements as authorized with third parties for cooperative projects on non-federal land.
- I. National Baptist Convention USA, Inc will not provide match for **any** activities for this agreement. This includes all appropriated funding as well as BIL or IRA funding.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED 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 agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact

- 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 434as continued by Consolidated and Further Continuing Appropriations Act, 2013,



- P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator 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 Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.
- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- D. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are 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 the agreement.
- To the Cooperator, at the address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any the Cooperator contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.



- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Wildfire Risk Reduction Infrastructure Team to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Wildfire Risk Reduction Infrastructure Team will notify the the Cooperator when permission is granted.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The Cooperator agree(s) that any of the Cooperator 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), as the Cooperator have hereby willingly agreed to assume these responsibilities.
- J. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. The Cooperator agree(s) that any of the Cooperator employees 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 Cooperator hereby willingly agree(s) to assume these responsibilities.

The Cooperator agree(s) that, except as otherwise provided in this provision below, their volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When Cooperators' volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of the Cooperator volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, the Cooperator volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of the Cooperator's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.





- K. MEMBERS OF 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 agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. 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.
- M. ELIGIBLE WORKERS. The Cooperator 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 Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- N. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

The Cooperator 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 Cooperator 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 Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator 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. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.



#### 4. Source Documentation

The Cooperator 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 U.S. Forest Service upon request.

#### O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The Cooperator shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the Cooperators did not anticipate at the time of the award must be used to reduce the Federal agency and Cooperator contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement, and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. OVERPAYMENT. Any funds paid to the Cooperator 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 U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- 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 U.S. Forest Service may reduce the debt by:

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

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

Q. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION REQUIREMENT. The Cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

R. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

If this 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.

S. PROGRAM MONITORING AND PERFORMANCE REPORTS. The parties to this agreement shall monitor the work activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:



- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

**Financial reports** will follow the guidelines of the **SF-425 for all BIL/IRA funded SPA's**.

The The Cooperator shall submit **quarterly/annually** performance reports to the U.S. Forest Service Program Manager. These reports are due **30 days (quarterly reports)** and **90 days (annual reports)** after the reporting period. The final performance report must be submitted either with the Cooperator final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

For each ALN/CFDA, the performance report must include all relevant project work completed and/or invoiced for the reporting period then submitted to the Forest Service Program Contact. The quarterly performance report for each respective ALN/CFDA is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The annual performance report for each respective ALN/CFDA is due no later than 90 days after the reporting period ending December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, no later than 120 days from the expiration date of the agreement, whichever is soonest.

If financial and performance reports are not timely submitted according to the outlined terms and schedules, it is considered a material breach of the agreement and will result in payment delays and could potentially lead to termination of the agreement.

- T. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 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 Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights if access in this section must not be limited to the required retention period but must last as long as the 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 must be retained for 3 years after its final disposition.

- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to 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). Requests for research data are subject to 2 CFR 215.36.

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).

- V. 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.
- W. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"The Wildfire Risk Reduction Infrastructure Team of the U.S. Forest Service, U.S. Department of Agriculture"

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

- X. PROPERTY IMPROVEMENTS. Improvements placed by the Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements of similar nature. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.



- Y. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator shall maintain cost and price analysis documentation for potential U.S Forest Service review. The Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee, contractor, or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees, contractors, and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees, contractors, and volunteers. Cooperator employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator 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 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 must, at minimum, include the following statement, in print size no smaller than the text:

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

CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, 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 the Cooperator 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 agreement for the Cooperator'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.

DD. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the Cooperator 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 Services decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the Cooperator shall not incur any new obligations for the terminated portion of the 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 Cooperator for the U.S. Forest Service share that cannot



be cancelled and were properly incurred by the Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- EE. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this 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.
- FF. DEBARMENT AND SUSPENSION. The Cooperator 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 Cooperator 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.
- GG. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:





- (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
- (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

HH. COPYRIGHTING. The Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this 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 agreement. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.

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 must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by the Cooperator under this agreement.
- Any right of copyright to which the Cooperators purchase(s) ownership with any federal contributions.

II. MODIFICATIONS. Modifications within the scope of this 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 U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the Forest Service signatory official signature and will commence 5 years from that date. The expiration date will be the final date for completion of all work activities under this agreement.

KK. 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 agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



Date

The authority and format of this agreement have been reviewed and approved for signature.



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 20260-9410 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.