

FS Agreement No. 16-SA-11052000-065

Cooperator Agreement No. _____

**MASTER
STEWARDSHIP AGREEMENT
Between The
Upper Mokelumne River Watershed Authority
And the
USDA FOREST SERVICE, Eldorado and Stanislaus National Forests**

This Master Stewardship Agreement is hereby made and entered into by and between the Upper Mokelumne River Watershed Authority, hereinafter referred to as "UMRWA," and the USDA Forest Service, Eldorado and Stanislaus National Forests, hereinafter referred to as the "Forest Service," under the provisions of the Consolidated Appropriations Resolution, 2003, Public Law 108-7, sec 323, amending Public Law 105-277, sec. 347 (Stewardship Authority).

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

The area addressed in this Master Stewardship Agreement is known as the Cornerstone Collaborative Forest Landscape Restoration Project area on the Amador Ranger District, Eldorado National Forest and the Calaveras Ranger District, Stanislaus National Forest and lies within the borders of the State of California. This area includes an un-estimated number of acres to be treated during the term of this Master Stewardship Agreement.

The Mokelumne River Watershed is an important ecological, social, and economic resource whose value extends from the crest of the Sierra Nevada to the San Francisco Bay Area. The watershed produces high-quality water for agricultural, industrial and urban domestic use, including more than 1.4 million East Bay Area residents. In addition, the watershed provides habitat for several State and Federally listed threatened, endangered, sensitive and candidate plant and animal species. Several thousand people live in the wildland urban interface areas and the area includes historic and active Miwok and Washoe cultural sites as well as world-class recreation opportunities.

This forested mountain landscape has served as the region's socio-economic foundation for hundreds of years. The native Miwok and Washoe people were stewards of this land as they moved seasonally through the watershed and lived on its rich abundance of plants, fish, and animals. The miners of the 1849 California Gold Rush displaced tons of ore in search of gold. As the Gold Rush faded, cattle and sheep ranchers moved in to graze these forested slopes.

Settlement expanded, fire was excluded from the landscape and the desire for merchantable timber dominated forest management practices. Today, the forests of the Mokelumne Watershed have become overgrown and less resilient to fire while the number, type and values of resources at risk has grown. Many of the meadows have been encroached by conifers or dried out and no longer store the amount of water they historically did. Overly dense forested stands use more water that would otherwise flow downstream.

Many residents of the small communities of this watershed struggle with poverty since the near-collapse of the local timber industry. Local residents have deep ties to the land. They include Native American people who have called this area home for thousands of years, descendants of early miners and ranchers, families who made their living in the forest for generations. After all the various types of land management, these lands remain rich in forest products, clean water, fish, wildlife and recreation opportunities. These plentiful resources provide abundant opportunities for sustainable environments, communities, and economies.

From these roots, the Amador-Calaveras Consensus Group (ACCG) was formed in 2008. ACCG is a community-based collaborative organization that works to create fire-safe communities, healthy forests and watersheds, and sustainable local economies. It fosters partnerships among private, nonprofit, local, state, and federal entities and local residents, including native people, who have a common interest in the health and well-being of forested lands and communities in the Mokelumne, Calaveras, Stanislaus, and Cosumnes River watersheds. With the intent of serving as a model for other areas of the Sierra Nevada, the group is advancing a robust, community-based strategy leading to job creation, greater community stability, industrial and commercial development, fire-safe forests and communities, and a heightened degree of environmental stewardship. ACCG is a key stakeholder in the area to be treated under this Master Stewardship Agreement.

The Upper Mokelumne River Watershed Authority (UMRWA) is a Joint Powers Authority whose member agencies include Alpine, Amador, and Calaveras Counties and Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, and Jackson Valley Irrigation District. Each member agency is vitally interested in securing dependable and affordable sources of water for its inhabitants and protecting the quality of water provided them, as well as the environment of the Upper Mokelumne River Watershed.

UMRWA's goals to enhance water supply and protect water quality and the environment are fulfilled in a variety of ways. Serving as the regional water management group for the Mokelumne-Amador-Calaveras Region, UMRWA has developed the MAC Plan, a state approved integrated regional water management plan. UMRWA also supports the Youth Watershed Stewardship Program, a public education program lead by Stewardship through Education, an organization of teachers. Looking inter-regionally, UMRWA is working with the Eastern San Joaquin Region on a Mokelumne watershed resource plan called MokeWISE to address resource issues in both the Upper and Lower watersheds.

I. PURPOSE:

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

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

UMRWA's objectives include enhancement of watershed environmental values, water quality protection, increased water supply reliability, additional consumptive water supply and improved recreational opportunities.

The stewardship projects developed under this Master Stewardship Agreement are for the purpose of protecting, enhancing, and restoring the Mokelumne River Watershed and bringing economic opportunities to the local area including, but not limited to: fire hazard mitigation by removing and thinning for hazardous fuels treatments and timber stand improvement; vegetation management to enhance habitat conditions through slashing, hand piling, and burning; meadow, stream, and riparian area restoration and protection; water quantity and quality enhancement including project elements to support scientific research of same; cultural site restoration and protection; removal and utilization of forest byproducts; noxious weed control; road maintenance, reconstruction, and/or removal; and improvement of recreational opportunities (e.g. trails and campgrounds)

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

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

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

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

III. THE PARTNER SHALL:

- A. LEGAL AUTHORITY. UMRWA shall have the legal authority to enter into this Master Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonFederal share of project costs, when applicable.
- B. In its discretion, explore opportunities for additional support from other parties for projects associated with this Master Stewardship Agreement.
- C. Coordinate with ACCG in the implementation of project work associated with this Master Stewardship Agreement.
- D. Coordinate with the Forest Service to develop Supplemental Project Agreements (SPAs) under this master agreement.
- E. Provide qualified personnel or contractors to implement tasks identified in SPAs under this master agreement.
- F. Provide a Project Liaison who can act as UMRWA's representative and main contact for the Forest Service for project work conducted under this agreement. The Project Liaison should have the ability to direct UMRWA's contractors to ensure that projects are completed to Forest Service specifications, that projects are being completed in a safe manner and that quality and quantity of work are acceptable.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Complete all necessary National Environmental Policy Act (NEPA) requirements.
- C. Inform UMRWA of any changes in stewardship policy, law and regulations.
- D. Recognize UMRWA's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Coordinate with UMRWA to develop SPAs under this master agreement.
- F. Provide a Project Liaison who can act as the representative and main contact for the Forest Service for all project work conducted under this agreement.

- G. Coordinate design, layout, and preparation as required for projects occurring on National Forest system lands including, but not limited to property boundary surveys and designating treatment unit boundaries.
- H. Explore opportunities for additional support for projects associated with this master agreement.

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

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

Principal U.S. Forest Service Contacts:

U.S. Forest Service Stewardship Coordinator	U.S. Forest Service Grants & Agreements Contact
Name: Andrea Rykoff, Regional Stewardship Coordinator Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-8684 FAX: Email: arykoff@fs.fed.us	Name: Constance Zipperer, Grants Management Specialist Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-9120 FAX: Email: czipperer@fs.fed.us

Principal Partner Contacts:

Partner Stewardship Coordinator	Partner Administrative Contact
Name: Rob Alcott, Executive Director Address: P.O Box 383 City, State, Zip: Sea Ranch, CA95497 Telephone: 707-785-1008 FAX: 707-785-1008 Email: robalcott@aol.com	Name: Lisa Stuart, Administrative Assistant Address: 15083 Camanche Pkway, South City, State, Zip: Valley Springs, CA 95252 Telephone: 209-772-8340 FAX: 209-772-8264 Email: lstuart@ebmud.com

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by

entering into this agreement UMRWA 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 UMRWA fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds UMRWA has expended in violation of sections 433 and 434.

- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- E. SUPPLEMENTAL PROJECT AGREEMENTS. Nothing in this Master Stewardship Agreement obligates either party to offer or accept any project proposals under this Master Stewardship Agreement. Any projects added to this Master Stewardship Agreement must be by mutual consent of the parties through a specific SPA. At a minimum, an SPA must:
1. Include language stating that the SPA will be made a part of this Master Stewardship Agreement thereby subjecting it to the terms of this Master Stewardship Agreement.
 2. Include a map and description of the project area, treatment activities and corresponding treated acres, and other activities which may include other resource related projects.
 3. Specify a method of designating trees for removal.
 4. Describe the desired end result of the project(s).
 5. Specify the exchange of goods for services. The Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by UMRWA.
 6. Designate a Forest Service and UMRWA 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 UMRWA to implement and complete the project(s) within the specified timeframes.
 10. Provide necessary direction to UMRWA to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
 11. Identify any reporting requirements.
 12. Be reviewed and approved by a delegated timber contracting officer when forest products will be disposed.

13. Be reviewed and approved by a Forest Service Grants & 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 Forest Service goods are exchanged for UMRWA's services; Forest Service funds are exchanged for UMRWA's services; or a combination thereof.
- H. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
1. The extent of mutual interest and benefit.
 2. The advantages and effectiveness of mutual participation.
 3. Joint expertise.
 4. Past performance.
 5. Technical approach
 6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
 7. Ability to utilize, educate and/or train a local workforce.
 8. Benefits to the local community
 9. Ability to complete work in a timely manner.
 10. Experience in performing similar work.
 11. Ability to conduct work in an environmentally sound manner.
- I. METHODS OF APPRAISAL: The value of timber and other forest products shall be determined using Forest Service standard guidelines, methods and techniques.
- J. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or UMRWA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in this Master Stewardship Agreement.
- To UMRWA, at UMRWA's address shown in this Master Stewardship Agreement or such other address designated within this Master Stewardship Agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- K. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the Forest Service or UMRWA from participating in similar activities with

other public or private agencies, organizations, and individuals.

- L. ENDORSEMENT. Any of UMRWA's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of UMRWA's products or activities.
- M. USE OF FOREST SERVICE INSIGNIA. In order for UMRWA to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service Region/Station/Area to the Office of communication Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Region/Station/Area will notify UMRWA when permission is granted.
- N. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. UMRWA agree(s) that any of UMRWA's contractors and consultants 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 UMRWA hereby willingly agree(s) to assume these responsibilities.

Further, UMRWA shall provide any necessary training to UMRWA's contractors and consultants to ensure that such personnel are capable of performing tasks to be completed. UMRWA shall also supervise and direct the work of its contractors and consultants performing under this Master Stewardship Agreement.

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

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

- (2) Shall notify you in writing if they are 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. UMRWA agree(s) that it will establish an ongoing drug-free awareness program to inform contractor and consultant about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Stewardship, or the completion date of this Master Stewardship Agreement, whichever occurs first.
 4. UMRWA agree(s) to immediately notify the Program Manager if a contractor and consultant is convicted of a drug violation in the workplace. The notification must be in writing, identify the contractor and consultant position title, the SPA number of each project which the contractor and consultant worked. The notification must be sent to the Program Manager within ten calendar days after UMRWA learn(s) of the conviction.
 5. Within 30 calendar days of learning about a contractor and consultants conviction, UMRWA shall either:
 - a. Take appropriate action against the contractor and consultant, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the contractor and consultant to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- Q. **NONDISCRIMINATION.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative

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

- R. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- S. ELIGIBLE WORKERS. UMRWA shall ensure that all contractor and consultant complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). UMRWA 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

UMRWA 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

UMRWA 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

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

4. Source Documentation

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

5. Advance Payments



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

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

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

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

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

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

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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

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

- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. UMRWA shall retain all records pertinent to this Master Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. UMRWA shall provide access and the right to examine all records related to this Master Stewardship Agreement to the Forest Service Inspector General, or

Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are kept.

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

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

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

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

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. UMRWA is/are encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments.

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

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

- BB. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Master Stewardship Agreement entitles UMRWA to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- CC. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following UMRWA's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). UMRWA shall maintain cost and price analysis documentation for potential Forest Service review. UMRWA is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.
- DD. GOVERNMENT-FURNISHED PROPERTY. UMRWA may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. UMRWA shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Partner Liability for Government Property.

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

4. Upon the request of the G&A Specialist, UMRWA shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Master Stewardship Agreements of assignment in favor of the Government in obtaining recovery.

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

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

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

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

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

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

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

"This institution is an equal opportunity provider."

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

1. Temporarily withhold cash payments pending correction of the deficiency by

UMRWA or more severe enforcement action by the Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Master Stewardship Agreement for UMRWA's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

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

- When the Forest Service and UMRWA 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 UMRWA to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Master Stewardship Agreement must not accomplish the purpose for which the Master Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

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

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

LL. DEBARMENT AND SUSPENSION. UMRWA shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should UMRWA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall

notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

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

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

This provision includes:

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

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

OO. When UMRWA 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. UMRWA will notify the 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 UMRWA, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

PP. MODIFICATION. Modifications within the scope of this Master Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to

implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

QQ. COMMENCEMENT/EXPIRATION DATE. This Master Stewardship Agreement is executed as of the date of the last signature and is effective through **April 1, 2026** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

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

ROB ALCOTT, Executive Director
Upper Mokelumne River Watershed Authority

Date

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

Date

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



CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist



Date

Burden Statement

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

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