

FS Agreement No. 17-CS-11052000-090

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
NATIONAL FISH AND WILDLIFE FOUNDATION
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION (5)
REGIONAL OFFICE

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the National Fish and Wildlife Foundation, hereinafter referred to as "NFWF," and the USDA, Forest Service, Pacific Southwest Region, Regional Office hereinafter referred to as the "U.S. Forest Service," under the authority: Interior and Related Appropriations Act of 1992 Public Law 102-154.

Background: Both the Forest Service and NFWF work to restore terrestrial ecosystem integrity, watershed function, safeguard downstream water supplies, and enhance resilience to climate change stressors throughout the Pacific Southwest Region. Both parties also have a long history of working together to engage private partners in these conservation efforts. These relationships and previous work experience will provide a foundation of support for implementation of this partnership.

Title: Pacific Southwest Fuels Management Strategic Investment Partnership

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to implement a hazardous fuels management program that reduces the risk of severe wildfire, protects ecological values, and reduces the change of damage to public and private improvements in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is in the interest of the Forest Service to support fuel management activities that reduce the risk of severe wildfires while also maximizing ecological outcomes and financial savings. By entering into this agreement, the Forest Service benefits from NFWF's expertise of attracting, leveraging, and pooling third party funding and resources to carry out the goals of the National Cohesive Strategy related to landscape, community, and response projects through fuel reduction activities. By targeting a portion of fuel



management funding to landscapes where watershed restoration efforts are currently taking place, the funds can be used to protect these landscapes from future catastrophic fires. This helps to ensure that restoration investments, and the associated ecosystem benefits, are protected. NFWF is currently working on watershed-level restoration planning and implementation in several sites across Region 5 including Southern California, the Lower Klamath basin, and the Sierras. In all of these locations, restoration activities benefit the National Forests, and most projects are conducted in conjunction with the Forest Service. Both NFWF and the Forest Service have a vested interest in seeing these restoration investments protected against catastrophic fire.

This mutual effort will implement a number of local landscape projects which reduce the risk of severe wildfire, protect ecological values of restoration investments, and reduce the chance of damage to public and private improvements near National Forest System lands. These efforts may include, but are not limited to locations where NFWF has ongoing efforts in the Pacific Southwest Region

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

III. NFWF SHALL:

- A. LEGAL AUTHORITY. NFWF 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. Solicit fuel management projects that meet the purpose of this agreement.
- C. Coordinate with the U.S. Forest Service on the selection of projects.
- D. Manage all NFWF grant awards for the life of the project consistent with the purpose of this agreement.
- E. Follow NFWF's grant policies and procedures including Board of Director review and Congressional Notification.
- F. Provide, through direct NFWF funding and sub-recipient cash match and in-kind match, a minimum 20% non federal match to the U.S. Forest Service funds.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NFWF for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$1,000,000 as shown in the Financial Plan, Attachment A. The U.S. Forest Service shall make payment upon receipt of NFWF's invoice. Each invoice from NFWF must display the total project costs for the billing period. The final invoice must display NFWF's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.



Each invoice must include, at a minimum:

1. NFWF name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period.
6. Cumulative amount of U.S. Forest Service payments to date.
7. Statement that the invoice is a request for payment by "reimbursement."
8. If using SF-270, a signature is required.
9. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments ~ Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Rob Griffith, email: rgriffith@fs.fed.us

- B. Review projects solicited by NFWF and provide final funding approval of the U.S. Forest Service funds.
- C. Work with NFWF to ensure the selected projects meet the overall purpose of this agreement and non-federal match requirements.

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 |
|---|--|
| Sarah Peterson, Western Forests Program Director 90 New Montgomery St, Ste. 1010 San Francisco, CA 94105 Telephone: 415-778-0999 FAX: 202-857-0162 Email: sarah.peterson@nfwf.org | Jody Olson, Director, Federal Relations National Fish and Wildlife Foundation 1133 15 th St., NW Ste. 1100 Washington D.C. 20005 Telephone: 202-857-0166 FAX: 202-857-0162 Email: jody.olson@nfwf.org |

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|--|
| Rob Griffith, Assistant Director, Fire Aviation Management 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8695 FAX: 707-562-9048 Email: rgriffith@fs.fed.us | Constance Zipperer, Lead Grants Management Specialist 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us |

- B. U.S. Forest Service funding in the amount of \$1,000,000 is obligated under this agreement to fund a suite of fuels management work on National Forest System lands within Region 5 and as defined under Attachment C. Scope of Work. As projects appropriate for this funding are developed and approved, they will be added to this agreement following the process described below:
1. Prior to incurring any costs or commencement of any work, a project must be approved by both parties and added to this agreement through a formal modification. Each project shall include a scope of work describing specific activities and responsibilities for both the NFWF and the Forest Service along with a corresponding budget. The budget shall display, at a minimum, the Forest Service's cash and non-cash contributions, the non-federal match provided by the NFWF, and any other leverage associated with the project (NFWF funds, other federal funds, etc.). A project map or other applicable documents may also be included to ensure both parties have a clear understanding of the intended outcome as outlined in the proposal application, Attachment D. There may be application variations in required fields, instructions, and attachments depending upon the funding opportunity, and attachments.
 2. While each project may not be fully matched as required in Forest Service policy, the intent of this agreement is to allow match over a broad scale of similar work



under this agreement. NFWF will ensure that the overall agreement will annually be matched at least an 80:20 basis.

3. Each project description and associated funding and match will be recorded on the Master Project list, Attachment E., by the Forest Service Regional Program Manager. This list shows the total Forest Service funding obligated, Forest Service funding allocated to each project, cumulative Forest Service project funding, and the remaining balance of the obligation. This list also captures NFWF's match per project and cumulatively.
- C. COORDINATION. The primary U.S. Forest Service and NFWF program managers will meet at least semi-annually to ensure the terms of the agreement are being met, discuss new projects that may be added, or make adjustments to existing projects as necessary.
- D. 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 as 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 NFWF acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NFWF fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NFWF has expended in violation of sections 433 and 434.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NFWF 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 NFWF, 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 NFWF from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of NFWF's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NFWF's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NFWF 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 Region 5 to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Region 5 will notify the NFWF when permission is granted.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. NFWF agree(s) that any of their 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 NFWF hereby willingly agree(s) to assume these responsibilities.
- Further, NFWF shall provide any necessary training to NFWF's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NFWF shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- J. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program



information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- L. ELIGIBLE WORKERS. NFWF 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). NFWF shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- M. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NFWF shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). 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.
- N. STANDARDS FOR FINANCIAL MANAGEMENT.
 - 1. **Financial Reporting**

NFWF 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**

NFWF 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**



NFWF shall maintain effective control over and accountability for all U.S. Forest Service funds. NFWF 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 and used solely for authorized purposes.

4. Source Documentation

NFWF 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. OVERPAYMENT. Any funds paid to NFWF 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 NFWF 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 NFWF.
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.

- P. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to NFWF must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 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 NFWF.



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.

Q. 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 grantee did not anticipate at the time of the award must be used to reduce the Federal agency and grantee 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, Cooperators 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 award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards

- R. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement 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. Where 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.



NFWF shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with NFWF's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NFWF 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 includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NFWF 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 of 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.

- T. 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 (2009 Farm Bill).

- U. 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.
- V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NFWF 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 include a statement substantially as follows:



"The Pacific Southwest Region of the U. S. Forest Service, Department of Agriculture"

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

- W. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of NFWF's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- X. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are 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 agreement entitles NFWF 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 NFWF's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). NFWF must maintain cost and price analysis documentation for potential U.S. Forest Service review. NFWF is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Z. GOVERNMENT-FURNISHED PROPERTY. NFWF may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. NFWF shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must 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 must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

- 1. Unless otherwise provided for in the agreement, NFWF 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 NFWF 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 NFWF's managerial personnel. NFWF's managerial personnel, in this clause, means NFWF's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of NFWF's business; all or substantially all of NFWF's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. NFWF shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. NFWF 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. NFWF shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, NFWF shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- AA. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this 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 partner 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.
- BB. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.



CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NFWF 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 NFWF 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 NFWF'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 NFWF 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 NFWF 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 agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, NFWF 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 NFWF for the United States Federal share of the non-cancelable obligations properly incurred by NFWF 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. NFWF 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 NFWF 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. 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.

- II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **June 29, 2022** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- JJ. 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.

f 

JEFF TRANDAH, Executive Director
National Fish and Wildlife Foundation

7/19/2017

Date

RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region (5)

Date

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



CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

15 July 2017

Date

**Burden Statement**

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Attachment: USFS Agreement No.:
Cooperator Agreement No.: Mod. No.: **Note: This Financial Plan may be used when:**

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

| | FOREST SERVICE CONTRIBUTIONS | | COOPERATOR CONTRIBUTIONS | | (e) Total |
|-----------------------------|------------------------------|-------------------------------------|--------------------------|--------------------|----------------|
| | (a) Noncash | (b) Cash to Cooperator | (c) Noncash | (d) In-Kind | |
| COST ELEMENTS | | | | | |
| Direct Costs | | | | | |
| Salaries/Labor | \$0.00 | \$54,907.00 | \$0.00 | \$0.00 | \$54,907.00 |
| Travel | \$0.00 | \$5,093.00 | \$0.00 | \$0.00 | \$5,093.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Supplies/Materials | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Printing | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$940,000.00 | \$250,000.00 | \$0.00 | \$1,190,000.00 |
| Other | | | | | \$0.00 |
| Subtotal | \$0.00 | \$1,000,000.00 | \$250,000.00 | \$0.00 | \$1,250,000.00 |
| Coop Indirect Costs | | \$0.00 | \$0.00 | | \$0.00 |
| FS Overhead Costs | \$0.00 | | | | \$0.00 |
| Total | \$0.00 | \$1,000,000.00 | \$250,000.00 | \$0.00 | \$1,250,000.00 |
| Total Project Value: | | | | | \$1,250,000.00 |

Matching Costs Determination

| | |
|---|----------------|
| Total Forest Service Share = (a+b ÷ (e) = (f)) | (f) 80.00% |
| Total Cooperator Share (c+d ÷ (e) = (g)) | (g) 20.00% |
| Total (f+g) = (h) | (h) 100.00% |

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee \times \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor | | | | |
|--|------------|-----------|--|-------------|
| Standard Calculation | | | | |
| Job Description | Cost/Day | # of Days | | Total |
| Vice President, Conservation Programs | \$1,170.00 | 1.50 | | \$1,755.00 |
| Vice President, Science and Evaluation | \$1,170.00 | 1.50 | | \$1,755.00 |
| Director, Western Partnership Office | \$1,050.00 | 10.00 | | \$10,500.00 |
| Manager, Southern California Forests | \$575.00 | 6.00 | | \$3,450.00 |
| Manager, Northern California Forests | \$575.00 | 8.00 | | \$4,600.00 |
| Senior Manager, Conservation Programs | \$586.00 | 6.00 | | \$3,516.00 |
| Senior Scientist Wildlife Conservation | \$785.00 | 4.00 | | \$3,140.00 |
| Senior Evaluation Officer | \$785.00 | 4.00 | | \$3,140.00 |
| Director, Federal Relations | \$785.00 | 4.00 | | \$3,140.00 |
| Manager, Federal Relations | \$525.00 | 1.00 | | \$525.00 |
| Director, Communications | \$785.00 | 1.00 | | \$785.00 |
| Director, Compliance | \$785.00 | 3.50 | | \$2,748.00 |
| Manager, Billings | \$525.00 | 4.00 | | \$2,100.00 |
| Manager, Funding Sources | \$525.00 | 3.00 | | \$1,575.00 |
| Grants Administrator | \$275.00 | 40.00 | | \$11,000.00 |
| Director, Grants Administration | \$785.00 | 1.50 | | \$1,178.00 |
| | | | | \$0.00 |
| Non-Standard Calculation | | | | |

| | |
|-----------------------------|--------------------|
| Total Salaries/Labor | \$54,907.00 |
|-----------------------------|--------------------|

| Travel | | | | |
|-------------------------------|-----------|------------|------------|------------|
| Standard Calculation | | | | |
| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
| Washington DC Staff - Year 1 | 1 | \$1,493.00 | 1.00 | \$1,493.00 |
| Western Office Staff - Year 1 | 1 | \$600.00 | 4.00 | \$2,400.00 |
| Western Office Staff - Year 2 | 1 | \$600.00 | 2.00 | \$1,200.00 |
| Non-Standard Calculation | | | | |

| | |
|---------------------|-------------------|
| Total Travel | \$5,093.00 |
|---------------------|-------------------|

| Equipment | | | | | |
|----------------------|------------|----------|-----------|--|--------|
| Standard Calculation | | | | | |
| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
| | | | | | \$0.00 |

Non-Standard Calculation

Total Equipment \$0.00

| Supplies/Materials | | | | |
|----------------------|------------|-----------|--|-------|
| Standard Calculation | | | | |
| Supplies/Materials | # of Items | Cost/Item | | Total |
| | | | | |

Non-Standard Calculation

Total Supplies/Materials \$0.00

| Printing | | | | |
|----------------------|------------|-----------|--|--------|
| Standard Calculation | | | | |
| Paper Material | # of Units | Cost/Unit | | Total |
| | | | | \$0.00 |

Non-Standard Calculation

\$0.00

Total Printing \$0.00

| Other Expenses | | | | |
|----------------------|------------|-----------|--|--------------|
| Standard Calculation | | | | |
| Item | # of Units | Cost/Unit | | Total |
| Regranting Funds | 1.00 | \$940,000 | | \$940,000.00 |
| | | | | \$0.00 |

Non-Standard Calculation

Total Other \$940,000.00

Subtotal Direct Costs \$1,000,000.00

Cooperator Indirect Costs

| Current Overhead Rate | Subtotal Direct Costs | | Total |
|----------------------------|-----------------------|--|--------|
| | \$1,000,000.00 | | \$0.00 |
| Total Coop. Indirect Costs | | | \$0.00 |

TOTAL COST \$1,000,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor | | | | | |
|----------------------|--|----------|-----------|--|--------|
| Standard Calculation | | | | | |
| Job Description | | Cost/Day | # of Days | | Total |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |

| Non-Standard Calculation | | | | | |
|--------------------------|--|--|--|--|--|
|--------------------------|--|--|--|--|--|

| | | | | | |
|----------------------|--|--|--|--|--------|
| Total Salaries/Labor | | | | | \$0.00 |
|----------------------|--|--|--|--|--------|

| Travel | | | | | |
|----------------------|-----------|-----------|------------|--|--------|
| Standard Calculation | | | | | |
| Travel Expense | Employees | Cost/Trip | # of Trips | | Total |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |

| Non-Standard Calculation | | | | | |
|--------------------------|--|--|--|--|--|
|--------------------------|--|--|--|--|--|

| | | | | | |
|--------------|--|--|--|--|--------|
| Total Travel | | | | | \$0.00 |
|--------------|--|--|--|--|--------|

| Equipment | | | | | |
|----------------------|------------|----------|-----------|--|--------|
| Standard Calculation | | | | | |
| Piece of Equipment | # of Units | Cost/Day | # of Days | | Total |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |

| Non-Standard Calculation | | | | | |
|--------------------------|--|--|--|--|--|
|--------------------------|--|--|--|--|--|

| | | |
|-----------------|--|--------|
| Total Equipment | | \$0.00 |
|-----------------|--|--------|

Supplies/Materials

| | | | |
|----------------------|------------|-----------|--------|
| Standard Calculation | | | |
| Supplies/Materials | # of Items | Cost/Item | Total |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |

Non-Standard Calculation

| | |
|--------------------------|--------|
| Total Supplies/Materials | \$0.00 |
|--------------------------|--------|

Printing

| | | | |
|----------------------|------------|-----------|--------|
| Standard Calculation | | | |
| Paper Material | # of Units | Cost/Unit | Total |
| | | | \$0.00 |

Non-Standard Calculation

| | |
|----------------|--------|
| Total Printing | \$0.00 |
|----------------|--------|

Other Expenses

| | | | |
|----------------------------|------------|-----------|--------------|
| Standard Calculation | | | |
| Item | # of Units | Cost/Unit | Total |
| Subrecipient Non-Fed Match | 1.00 | \$250,000 | \$250,000.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |

Non-Standard Calculation

| | |
|-------------|--------------|
| Total Other | \$250,000.00 |
|-------------|--------------|

Subtotal Direct Costs

\$250,000.00

Cooperator Indirect Costs

| | | | |
|----------------------------|-----------------------|--|--------|
| Current Overhead Rate | Subtotal Direct Costs | | Total |
| | \$250,000.00 | | \$0.00 |
| Total Coop. Indirect Costs | | | \$0.00 |

TOTAL COST

\$250,000.00