



FS Agreement No. 24-SA-11011400-025

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

**MASTER  
STEWARDSHIP AGREEMENT  
Between The  
COUNTY OF LINCOLN  
And The  
USDA, FOREST SERVICE  
KOOTENAI NATIONAL FOREST**

This Master Stewardship Agreement is hereby made and entered into by and between the County of Lincoln, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Kootenai National Forest, hereinafter referred to as the "Forest Service," under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205.

**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 spatial extent of this Master Stewardship Agreement includes all Kootenai National Forest lands contained within Lincoln County, Montana, which totals approximately 2.29 million acres. Lincoln County and the Kootenai National Forest will prioritize the landscape to determine priority acres that will be treated under the framework of this master stewardship agreement.

Lincoln County is one of the most heavily forested counties in the West. The State of Montana has classified nearly 99% of the private lands within the County as forested. The Kootenai National Forest comprises 74% of the County's land mass, and when combined with state and industrial timber lands, nearly 80% of lands within Lincoln County are forest. Agency and industrial timber lands, in some cases, are within less than a mile from city limits. Other facts related to wildfire risks to Lincoln County, its residents, private property and critical infrastructure are as follows:

- The 2020 Montana Forest Action Plan (MFAP) data identifies Lincoln County as having the most "at risk acres" from wildfire, at 407,552 acres. There are an additional 54,037 acres at risk from forest health issues and 68,870 acres from combined risk for a total of 530,459 acres.



- The June 14, 2022, Headwaters Economics study “A Profile of Wildfire Risk” places 63% of Lincoln County homes at risk of wildfire from direct ignition sources and 37% from indirect sources, meaning 100% of homes are exposed to wildfire risk, well above the national average of 67%.
- Based upon the September 2019 “Profile of Development and the Wildland Urban Interface Study” Lincoln County ranks in the 97th and 98th percentile of all western counties in existing and potential fire risk, respectively. The study reveals that Lincoln County has the largest total WUI area of any western county, 394 square miles. Lincoln County has the highest share of homes built inside the WUI (50.7%) and the highest number of second homes inside the WUI (24.1%). These are much higher than the averages of counties within the western United States at 7% and 15.1%, respectively.
- In April 2014, Governor Bullock designated 1,449,997 (67%) acres on the Kootenai National Forest as the Montana Priority Forest Landscapes initiative through the 2014 U.S. Farm Bill. A significant amount of those acres lies within the WUI.
- 10,000 acres of the at-risk forested lands, as determined by the MFAP, lie within the Libby Superfund site, Operable Unit #3 (OU#3), or the vermiculite mine site. While underlying asbestos issues may require the utilization of specialty harvesting/management practices, these underlying issues do not negate but, rather, elevate the need to manage these lands for public safety and improved forest resilience.
- As a result, the USFS designated the Kootenai Complex, including substantial portions of the Kootenai National Forest, as one of the first 10 Priority Treatment Landscapes for implementing the 10-Year Strategy and prioritizing funds from the Bipartisan Infrastructure Law and the Inflation Reduction Act.
- In the designation, the Forest Service recognized that recent cutting-edge wildfire science confirms that Lincoln County, MT, communities are at a particularly high risk of being impacted by severe wildfire events.

Title: Master Stewardship Agreement for Kootenai National Forest Lands Located in Lincoln County Montana

## **I. PURPOSE:**

The purpose of this Master Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Kootenai National Forest on areas within the Lincoln County wildland urban-interface, as identified in the 2023 Community Wildfire Protection Plan, Exhibit A, and in accordance with the following provisions and the hereby incorporated Template for Stewardship Supplemental Project Agreement (SPA), attached as Exhibit B.



## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

The mission of the U.S. Forest Service is to sustain the health, diversity, and productivity of the nation's forests and grasslands for present and future generations. Additionally, coordinating with Tribal, State, and local governments to mitigate catastrophic threats to our communities and human health has come to the forefront. The Confronting the Wildfire Crisis 10-year strategy calls for: 1) Treating up to an additional 20 million acres on the National Forest System in the West, over and above current treatment levels; 2) Treating up to an additional 30 million acres on other Federal, State, Tribal and private lands in the West; and 3) Developing a plan for long-term maintenance beyond 10 years. To implement this strategy, Chief Moore developed an April 25<sup>th</sup>, 2022, policy letter that states, in part, "Our strategy---built in close coordination with Federal, State, and Tribal governments and non-governmental partners, communities, and stakeholders---is focused on work in the highest priority locations to protect communities." The area addressed in this Master Stewardship Agreement is the area known as the Lincoln County Wildland Urban Interface (WUI) as identified in the Lincoln County Community Wildfire Protection Plan (CWPP). The area captures portions of the Libby, Three Rivers, and Rexford Ranger Districts.

The stewardship projects developed under this MSA will be for the purpose of protecting priority Lincoln County communities, identified in the 2023 CWPP, from the effects of wildfire while also meeting at least one of the seven following goals contained in the Healthy Forest Restoration Act, which include:

1. Road and trail maintenance or decommissioning to restore or maintain water quality.
2. Soil productivity, habitat for wildlife and fisheries, or other resource values.
3. Setting of prescribed fires to reduce wildfire hazards; improve the composition, structure, condition and health of stands; or improve wildlife habitat.
4. Removing vegetation or other activities to promote healthy forest stands, reduce wildfire hazards, or achieve other land management objectives.
5. Watershed restoration and maintenance.
6. Restoration and maintenance of wildlife and fish habitat.
7. Control of noxious weeds and exotic weeds, and re-establishment of native plant species.

Lincoln County will utilize the County Firesafe Council to prioritize projects for Kootenai National Forest approval in accordance with a Memorandum of Understanding with the Firesafe Council. The county will coordinate the development of the individual SPAs with assistance from Montana DNRC and USFS personnel.

Additionally, Lincoln County will work with the Lincoln County Port Authority to assist in SPA development and administration of SPAs under this Agreement.



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 County'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 County 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.** The County 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. Explore opportunities for additional support from other parties for projects associated with this Master Stewardship Agreement.
- C. Coordinate with agencies, contractors, and organizations in the implementation of project work associated with this Master Stewardship Agreement.
- D. Coordinate with the U.S. Forest Service to develop Supplemental Project Agreements (SPAs) under this master agreement.
- E. Identify qualified personnel or contractors to implement tasks identified in SPAs under this Master Stewardship Agreement, including coordinating and completing design, NEPA, and preparation that is agreeable by the U.S. Forest Service and required for projects occurring on National Forest Systems lands, including, but not limited to, property boundary surveys and designating treatment unit boundaries.
- F. Inform the U.S. Forest Service of any revisions made to the 2023 CWPP, Exhibit A. Any revisions made to the 2023 CWPP may be incorporated into this agreement without a formal modification.



- G. Provide a Project Liaison as the primary representative and main contact for the U.S. Forest Service for all project work conducted under this agreement. The Project Liaison should have the ability to direct contractors to ensure that projects are completed to U.S. Forest Service specifications and that projects are completed safely, timely, and meet high quality and quantity standards.

#### **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 County of any changes in stewardship policy, law and regulations.
- D. Recognize County's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Assist Lincoln County in the development of SPAs under this agreement.
- F. When entering into a SPA, use the most recent stewardship agreement SPA template, FS-1500-21A and include the appropriate performance and/or financial monitoring provisions according to the current policy. See Exhibit B for current templates (Exhibit B.1 (with timber removal) and Exhibit B.2 (without timber removal.)) This exhibit can be updated without a formal modification.
- G. Provide a Project Liaison who can act as the primary representative and main contact for the U.S. Forest Service for all project work under this agreement.
- H. Coordinate and complete design, layout, and preparation not conducted by Lincoln County that is required for project work occurring on the National Forest System lands, including, but not limited to, property boundary surveys and designating treatment unit boundaries.
- I. Explore opportunities for additional support for projects associated with this Master Stewardship Agreement.



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

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

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

<b>U.S. Forest Service Stewardship Coordinator</b>	<b>U.S. Forest Service Grants &amp; Agreements Contact</b>
Bruce Schuelke R1, Stewardship Coordinator 1820 Meadowlark Lane Butte, MT 59701 406-494-0269 bruce.schuelke@usda.gov	Carolyn Dexter R1, Grants Management Specialist 3232 West Nursery Road Coeur d'Alene, ID 83815 208-996-1006 carolyn.dexter@usda.gov
<b>U.S. Forest Service Cooperator Program Contact</b>	
Matthew Bienkowski Kootenai National Forest Partnership Coordinator 31374 U.S. Highway 2 Libby, MT 59923 406-283-7681 matthew.bienkowski@usda.gov	

**Principal Partner Contacts:**

<b>County Stewardship Coordinator</b>	<b>County Administrative Contact</b>
Brent Teske Lincoln County Commissioner 512 California Ave. Libby, MT 59923 406-334-6119 bteske@libby.org	Same as County Stewardship Coordinator 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 434 regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this agreement County 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 County fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds County 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 County.
  6. Designate a Forest Service and County 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 County to implement and complete the project(s) within the specified timeframes.
  10. Provide necessary direction to County to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
  11. Identify any reporting requirements.
  12. Be reviewed and approved by a delegated timber contracting officer when forest products will be disposed.
  13. Be reviewed and approved by a Forest Service Grants Management Specialist.



14. Be mutually agreed to, in writing, by both parties and executed by the designated Forest Supervisor.
- F. PERFORMANCE. The parties will perform in accordance with the approved SPAs.
- G. EXCHANGE OF GOODS FOR SERVICES. SPA(s) may be completed where Forest Service goods are exchanged for County's services; Forest Service funds are exchanged for County'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 County 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 County, at County'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 County from participating in similar activities with other public or private agencies, organizations, and individuals.



- L. ENDORSEMENT. Any of County's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of County's products or activities.
- M. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of County's 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 County has hereby willingly agreed to assume these responsibilities.

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

- N. 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.
- O. DRUG-FREE WORKPLACE.
1. The County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
    - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
    - b. Specify the actions County will take against employees for violating that prohibition; and
    - c. Let each employee know that, as a condition of employment under any award, the employee:
      - (1) Shall abide by the terms of the statement, and
      - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
  2. The County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;



- b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Stewardship, or the completion date of this Master Stewardship Agreement, whichever occurs first.
- 4. The County agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after County learn(s) of the conviction.
- 5. Within 30 calendar days of learning about an employee's conviction, County shall either:
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- P. **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.
- Q. **ELIGIBLE WORKERS.** The County 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 County 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.

R. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

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

**4. Source Documentation**

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

S. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to



the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

T. OVERPAYMENT. Any funds paid to The County 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:

- 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 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 County.
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.

U. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the 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 120 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 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.

- V. PROGRAM MONITORING AND 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. 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.

The County 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 must be submitted either with County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- W. USE OF FOREST SERVICE INSIGNIA. In order for County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service Region/Station/Area to the Office of communication Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Region/Station/Area will notify The County when permission is granted.
- X. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this Master Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County 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.

- Y. 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).

- Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee 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 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 and volunteers. Cooperator employees 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 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.
- AA. 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.



- BB. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The County 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. Press releases or other public notices should include a statement substantially as follows:

"The Regional Office (R1) of the Forest Service, United States Department of Agriculture, supports this agreement."

The County may call on Forest Service's Office of Communication for advice regarding public notices. The County 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.

- CC. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Master Stewardship Agreement are not available for reimbursement of County's purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.
- DD. 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 County to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- EE. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following County's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). County shall maintain cost and price analysis documentation for potential Forest Service review. County is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.
- FF. MINIMUM WAGE AND PAID SICK LEAVE REQUIREMENTS. Executive Order 14026, Increasing the Minimum Wage for Federal Contractors, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, and Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.
- GG. GOVERNMENT-FURNISHED PROPERTY. The County may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. The County 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, County 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 County 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 County's managerial personnel. The County's managerial personnel, in this clause, means County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of County's business; all or substantially all of County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The County 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, County 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.

HH. 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 County'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.

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



- JJ. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County 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."***

- KK. REMEDIES FOR COMPLIANCE RELATED ISSUES. If County 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 County 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 County'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.

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

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

**MM. 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.

**NN. DEBARMENT AND SUSPENSION.** The County 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 County 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.

**OO. COPYRIGHTING.** The County 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 County under this Master Stewardship Agreement.
2. Any right of copyright to which County purchase(s) ownership with any Federal contributions.

**PP. PUBLICATION SALE.** The County 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.

- QQ. When County is seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. The County 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 County, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

- RR. 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.
- SS. COMMENCEMENT/EXPIRATION DATE. This Master Stewardship Agreement is executed as of the date of the last signature and is effective through August 31, 2034 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



TT. 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.

BRENT TESKE, Lincoln County Commissioner  
Lincoln County

9/25/24  
Date

JERRY BENNETT, Interim Executive Director  
Lincoln County Port Authority

10/1/24  
Date

CHAD W. BENSON, Forest Supervisor  
U.S. Forest Service, Kootenai National Forest

09/27/2024  
Date

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

**MEGAN NEMITZ**

Digitally signed by MEGAN NEMITZ  
Date: 2024.09.16 14:53:32 -06'00'

MEGAN NEMITZ  
U.S. Forest Service Grants Management Specialist

Date