



FS Agreement No. : \_\_\_\_\_  
Cooperator Agreement No. : \_\_\_\_\_

**MASTER  
GOOD NEIGHBOR AGREEMENT  
Between The  
COOPERATOR  
And The  
USDA FOREST SERVICE, XX UNIT**

This Master Good Neighbor Agreement (Master Agreement) is hereby made and entered into by and between the Cooperator, hereinafter referred to as “Recipient,” or as the Cooperator, and the USDA Forest Service, XX Unit, hereinafter referred to as the “Forest Service,” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206 as amended, 16 U.S.C. 2113a (Good Neighbor Authority). The ALN for this agreement is 10.691, Good Neighbor.

**Title:**

**I. PURPOSE:**

The purpose of this Master Good Neighbor Agreement is to provide the framework and to document the cooperative effort between the parties for authorized forest, rangeland, and watershed restoration services in accordance with the following provisions and any Supplemental Project Agreements (SPAs), executed under this Master Good Neighbor Agreement.

**II. GOOD NEIGHBOR AUTHORITY OBJECTIVES:**

The Forest Service is a land management agency dedicated to the stewardship and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions. This Master Good Neighbor Agreement provides an opportunity for the parties to carry out “authorized forest, rangeland, and watershed restoration services” on NFS lands. The Forest Service must ensure that funding is appropriate for the work performed.

Authorized forest, rangeland, and watershed restoration services includes activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habitat.

The reconstruction, repair, or restoration of an NFS system road that is necessary to carry out authorized restoration services is authorized. Any such roads reconstructed, repaired or restored that were previously identified as not needed according to 36 CFR 212.5(b)(2) must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project. The Good Neighbor Authority excludes construction of paved or permanent roads or parking areas, and construction, alteration, repair, or replacement of public buildings or works. Projects are not authorized in wilderness areas,



wilderness study areas, and lands where removal of vegetation is prohibited or restricted by an Act of Congress or Presidential proclamation.

Allowable forest, rangeland, and watershed restoration services, including timber sales, will use the Supplemental Project Agreement instrument. The Forest Service retains responsibility for approval of silviculture prescription and marking guides for vegetation management activities.

The Forest Service will retain National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) (NEPA) responsibilities on NFS lands. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this Good Neighbor Authority shall not be delegated.

All projects conceived under this Master Agreement will undergo a collaborative process. The collaborative process will ensure that both parties understand the goals and objectives of the agreed upon restoration services and all necessary rules, regulations, and policies as outlined in this Master Agreement and corresponding SPAs.

### **III. THE FOREST SERVICE SHALL:**

- A. Work in collaboration with the Cooperator to identify projects that may be appropriate to accomplish through a SPA under this Master Agreement.
- B. Complete all necessary NEPA requirements. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this agreement on NFS lands shall not be delegated to the Cooperator.
- C. Inform the Cooperator of any changes in Good Neighbor Agreement policy, law, and regulations.
- D. Recognize the Cooperator's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. STATEMENT OF MUTUAL INVOLVEMENT. To perform the Agency's stewardship and land management responsibilities, and meet the requirements in the Good Neighbor Authority, the Forest Service must be involved in the development and implementation of any work performed on NFS lands. The Forest Service's specific responsibilities are described in detail in each SPA.
- F.

### **IV. THE RECIPIENT SHALL:**

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this Master 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 non-Federal share of project costs, when applicable.

- B. OMB CIRCULARS AND OTHER REGULATIONS. This Agreement is subject to the OMB Government wide Guidance for Grants & Cooperative Agreements found in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Specific regulations include Uniform Administrative Requirements and Cost Principles.

Electronic copies of the CFRs can be obtained at the following internet site:

<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office.

Effective October 1, 2010, Cooperators are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as “the Transparency Act.” For more information, see 2 CFR Part 170.

- C. CONTRACT REQUIREMENTS (State). When procuring property and services under this Agreement, the State must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.
- D. CONTRACT REQUIREMENTS (County or Tribe). When procuring property and services under this Agreement, the Cooperator must follow the Procurement Standards in 2 CFR 200.318 – 200.326.
- E. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator agree(s) that any of their employees, volunteers, sub-recipients, contractors, and participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the Cooperator hereby willingly agrees to assume these responsibilities to the extent allowed by law.

Further, the Cooperator shall provide any necessary training to their employees, volunteers, sub-recipients, contractors, and participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this Master Agreement, and any subsequent SPAs executed under this Master Agreement.

- F. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION REQUIREMENT. The Cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change



to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

- G. INDIRECT COST RATES. Indirect cost rates must be formalized in a written agreement between the cognizant agency and the Cooperator. Requirements are set forth in appendices to 2 CFR 200. The indirect cost rate current at the time of execution must be shown in any SPA.
1. If the Cooperator does not have a previously established indirect cost rate with a Federal agency, the Cooperator shall follow the requirements and timeframes unique to their organization found in the appendices to 2 CFR 200. The Cooperator will be reimbursed for indirect costs at the tentative rate reflected in the budget until the rate is formalized in a negotiated indirect cost rate agreement (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.
  2. As new NICRAs are agreed to between the Cooperator and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.
  3. If the NICRA is for a provisional rate, the Cooperator shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
  4. Failure to provide a revised provisional or final NICRA could result in disallowed costs and repayment to the Forest Service.
- H. ELECTION OF DE MINIMIS INDIRECT RATE. The Cooperator has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as the Cooperator chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized, the *de minimis* rate can no longer be utilized.
- I. NOTIFICATION. The Cooperator shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this agreement. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.



- J. PROGRAMMATIC CHANGES. The Cooperator shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to another party.
- K. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- L. SCIENTIFIC INTEGRITY. USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording, and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- M. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.
- N. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;



(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

*Incorporation into an infrastructure project.* The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.* An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.* An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.* In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product



(whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.





(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

### Definitions

**“Buy America Preference”** means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the



United States.

**“Construction materials”** means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Infrastructure”** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

**“Infrastructure project”** means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Manufactured products”** means:



(1) Articles, materials, or supplies that have been:

- (i) Processed into a specific form and shape; or
- (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

**“Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**“Section 70917(c) materials”** means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

#### O. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Cooperator that is a private entity.

- a. You as the Cooperator, your employees, subrecipients under this agreement, and subrecipients' employees may not:
  - (1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - (2) Procure a commercial sex act during the period of time that the agreement is in effect; or
  - (3) Use forced labor in the performance of the agreement or subawards under the agreement.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
  - (1) Is determined to have violated a prohibition in paragraph a.1 of this provision; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)”.



2. Provision applicable to a Cooperator other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph 1 a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”.
3. Provisions applicable to any cooperator.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1 a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph 1 a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. “Employee” means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private entity”:
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).



- ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**P. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.**

1. The Cooperator 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.
2. The Cooperator 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.
3. 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.
4. If the Forest Service determines that the Cooperator is not in compliance with this award provision, it;
  - a. Will prohibit the Cooperator’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
  - b. May pursue other remedies available for the Cooperator’s material failure to comply with award terms and conditions.

*Q. Incorporate other relevant information, if any.*

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

- A. There is no statutory match required for this authority; however, the Cooperator is encouraged to provide available resources to projects of mutual benefit. All funding and contributions will be captured on a Financial Plan for each SPA.
- B. PRINCIPAL CONTACTS. The Principal Contacts for the Cooperator and the Forest Service are listed in Attachment A. This list may be updated as needed without formal modification to this Master Agreement.
- 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 Agreement and agree to actions essential to fulfill its purposes.
- D. PROJECT PLANNING. The parties will meet as mutually agreed to discuss potential projects and jointly review the active project proposal list.



E. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this Master Agreement obligates either party to offer or accept any project proposals under this Master Agreement. Any projects added to this Master 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 Agreement thereby subjecting it to the terms of the Master Agreement.
2. Include a description of the project and agreed to activities. Requirements are further clarified in the SPA template.
3. As applicable, include a map and description of the project area, treatment activities and corresponding treated acres, and other agreed to activities.
4. Describe the desired end result of the project(s).
5. Designate a Forest Service representative and a Cooperator official to monitor their respective responsibilities outlined in the SPA.
6. Include a Financial Plan to identify each party's contribution, as applicable, for projects identified in the SPA.
7. Include any necessary forest restrictions and closure dates to allow the Cooperator to implement and complete the project(s) within the specified timeframes.
8. Provide necessary direction to the Cooperator to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
9. Identify any reporting requirements.
10. Be reviewed and approved by a Forest Service Grants Management Specialist.
11. Be mutually agreed to, in writing, by both parties and executed by the designated Signatory Officials.

In addition, if Timber Removal is anticipated, the SPA must include a detailed Timber Removal Plan, activities must be coordinated with the Forest Service, and the State's timber sale contract must be reviewed and approved by a Forest Service delegated timber contracting officer.

F. PERFORMANCE REPORTING. Performance reporting will be required for each SPA. There is no performance report required for this Master Agreement.

G. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the Cooperator 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 Agreement.

To the Cooperator's Program Manager, at the address shown in this Master Agreement or such other address designated within this Master Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.



- H. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). The Cooperator 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 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 Master Agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. DRUG-FREE WORKPLACE.
1. The Cooperator 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 the Cooperator will take against employees for violating that prohibition; and
    - c. Let each employee know that, as a condition of employment under any agreement, 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 Cooperator 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 Agreement, or the completion date of this Master Agreement, whichever occurs first.
  4. The Cooperator agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing,



identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the Cooperator learn(s) of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, the Cooperator 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 U.S.C. 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.
- L. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer
- M. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- N. 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 the Cooperator, or unexpended program income earned through a SPA under this Master Agreement must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.345.

Within a maximum of 90 days following the date of expiration or termination of this Master Agreement, all financial performance and related reports required by the terms of each SPA must be submitted to the Forest Service by the Cooperator.

If this Master Agreement and associated SPAs are 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.





- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

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

- P. 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.
- Q. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this Master Agreement and, from time to time, to announce progress and accomplishments.

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

- R. 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 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 Agreement entitles the Cooperator to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- S. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by any SPA under this Master Agreement that create and support afforestation/ reforestation efforts on NFS lands will not generating carbon credits. The Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- T. TERMINATION BY MUTUAL AGREEMENT. This Master Agreement may be terminated, in whole or part, as follows:



- When the Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by either party, 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 Agreement must not accomplish the purpose for which the Master Agreement was made, the Forest Service may terminate the agreement upon 30 days written notice in its entirety.

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

#### U. DISPUTES.

1. Any dispute under this agreement must be decided by the Forest Service Signatory Official. The Signatory Official shall furnish the Cooperator a written copy of the decision.
2. Decisions of the Forest Service Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Cooperator.
3. In order to facilitate review of the record by the Director, AQM, the Cooperator shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final.
5. The final decision by the Director, AQM does not preclude the Cooperator from pursuing remedies available under the law.

#### V. DEBARMENT AND SUSPENSION. The Cooperator 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 the Cooperator or any of their principals receive a



transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Additionally, the Cooperator will ensure that any sub-recipients or contractor provides assurance that they are not excluded, debarred, or suspended. The form AD-1048 will be completed by each sub-recipient or contractor and retained by the Cooperator.

- W. MODIFICATION. Modifications within the scope of this Master 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, 60, or 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.



- X. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. The end date, or expiration date is **XX/XX/20XX**. This instrument may be extended by a properly executed modification.
- Y. 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 Agreement. In witness whereof, the parties have executed this Master Agreement as of the last date written below.

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Recipient Signatory Official Name, Title

Date

---

Forest Service Signatory Official Name, Title

Date

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

---

Forest Service Grants Management Specialist

Date



### Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4.45 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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, audiotope, 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](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.



## ATTACHMENT A

### PRINCIPAL CONTACTS

Individuals listed below are authorized to act in their respective areas for matters related to this Master Agreement.

#### **Principal Cooperator Contacts:**

##### **Cooperator Project Coordinator**

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

##### **Cooperator Administrative Contact**

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

#### **Principal Forest Service Contacts:**

##### **Forest Service Project Coordinator**

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

##### **Forest Service Administrative Contact**

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email:

Name:  
Address:  
City, State, Zip:  
Telephone:  
Email: