



FS Agreement No. 22-CS-11040800-004

Cooperator Agreement No. _____

**MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
FRIENDS OF PANDO, INC.
And The
USDA, FOREST SERVICE
FISHLAKE NATIONAL FOREST**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Friends of Pando Inc., hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, the Fishlake National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: Interior and Related Appropriations Act of 1992.

Background: The Pando Aspen Clone (Pando), one of the world's largest trees, is located on the Fishlake National Forest in Sevier County, Utah. Pando attracts a tremendous amount of public interest due to its size, condition, and history. The Cooperator and the Fishlake National Forest share the common goals related to the Pando of educating the public, supporting research, promoting stewardship, and applying conservation principles to assure the Pando remains sustainable.

Title: Pando Clone Conservation & Stewardship

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to support conservation and stewardship of the Pando in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

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

The Friends of Pando is an organization dedicated the providing education to the public, facilitating research projects, Pando media and art, and promoting conservation efforts within the Pando. The Forest Service is tasked with the responsibility of maintaining forest health and conservation to meet public land stewardship objectives. Both entities will share a mutual benefit of Supplemental Project Agreements to accomplish their respective missions and goals.



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

III. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperator may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Individuals granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.
- C. PLAN OF OPERATIONS.
1. The Cooperator shall outline their plans for any activities, events, or other initiatives that will be conducted on National Forest System lands (NFS) or at Forest Service facilities in an Annual Operating Plan.
 2. The Annual Operating Plan shall be reviewed by the U.S. Forest Service and approved by the Forest Supervisor on or before April 1st of each year.
 3. The Annual Operating Plan may be amended at any time with both parties' concurrence.
- D. PROGRAMS.
1. Programs shall be defined as public contact (in-person direct communication with the public, i.e., amphitheater talk, educational program, guided hike, etc.), non-public contact (indirect communication through brochures, videos, books, digital apps, etc.) or, passive monitoring, (i.e. passive trail use counters, weather station etc.).
 2. Any educational programming, typically presented to school groups, shall follow accepted state educational standards.
 3. All developed non-public contact interpretations shall be of the best quality possible and produced in conjunction with and approved by the U.S. Forest Service personnel.
- E. FACILITIES
1. The Cooperator may use U.S. Forest Service facilities for their meetings and events as approved by the District Ranger or Forest Supervisor.
 2. Federal facilities will not be used for non-educational or non-interpretive purposes.



3. The Cooperator shall maintain and leave facilities in a clean and presentable conditions.
 4. A sign will be posted at any Forest Service facility where the Cooperator may make items available for sale to the public.
 5. The Cooperator shall notify the U.S. Forest Service of any maintenance needs but shall make no repairs, alterations, improvements, or additions unless specifically authorized to do so in writing. Any alterations, improvements, or additions made, whether authorized or not, shall become and remain the property of the United States. Any damage to U.S. Forest Service facilities resulting from neglect, besides reasonable wear and tear, shall be repaired at the expense of the Cooperator.
 6. The Cooperator's personnel occupying Forest Service facilities shall conduct themselves in a responsible and orderly fashion and are prohibited from possessing and/or using controlled substances, including alcohol, in Forest Service facilities.
- F. PERSONNEL
1. The Cooperator's personnel involved in visitor contacts shall be approved by a U.S. Forest Service designee before assuming such responsibilities.
 2. A distinct separation, evident to the public, shall be maintained between the activities and management of the Cooperator and those of the U.S. Forest Service.
 3. Such personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the U.S. Forest Service outside the scope of this Agreement. Their employees shall not engage in activities that would reasonably lead the visiting public to conclude that they are Government employees. Cooperator's employees shall not wear a U.S. Forest Service or another Government uniform. All Cooperator employees shall wear identification indicating their affiliation to the Cooperator while conducting business on National Forest System lands.
 4. Personnel shall conduct themselves in a responsible and professional manner while engaging in approved activities on Forest Service lands.
- G. INTERPRETIVE ACTIVITIES. Interpretive activities must meet U.S. Forest Service standards and be approved by the District Ranger or Forest Supervisor.
- H. ORGANIZATION. The Cooperator's Articles of Incorporation and By-Laws shall comply with the requirements of the state in which the Cooperator is incorporated. Non-profit status 501(c)(3) must be maintained in accordance with Federal and state laws, and the Cooperator will make available for inspection, at the request of the U.S. Forest Service, documents demonstrating non-profit status. This Agreement will automatically terminate if the non-profit status is lost.
- I. DEVELOP AND PROMOTE EDUCATIONAL MATERIALS. The Cooperator will continue its work to develop and distribute general educational materials in physical,



electronic, and multimedia formats making them available to the public. In addition, when called upon, they will also coordinate with the Fishlake National Forest on public information campaigns, media queries, and efforts to advance science-based information about the Pando.

- J. PROVIDE INTERPRETIVE AND VISITOR SERVICES. The Cooperator will work to provide volunteers, educational materials, and interpretive services to support public interests in Pando. The Cooperator will work to develop a speaker series; create, and distribute printed and on-line educational materials; volunteer staff at Forest Service Visitor Centers; develop exhibits; provide educational tours; create maps; create materials for self-guided walking tours; and undertake public outreach to include informational events.
- K. DEVELOP AND MAINTAIN A CITIZEN SCIENCE CORP. Pando has not had a dedicated citizen group to promote its study, care, and well-being. The Cooperator seeks to do their part by working to develop and coordinate a citizen science corps team. A group of volunteers and paid staff will work to undertake and complete vital short-term and long-term projects under SPAs. These may include:
- Basic maintenance, fence maintenance, and trail maintenance;
 - Document the tree (audio recordings, stills, re-photography, filming the tree);
 - Re-photography;
 - Construction projects like the proposed Pando Interpretive Plan and the suggested rehabilitation of Dr. Creek Amphitheatre and Dr. Creek Campgrounds;
 - Passive scientific monitoring of the Pando landmass (e.g., weather stations, wildlife cameras);
 - Passive systems to record visitor usage providing independently verified data to help identify and mitigate human impacts of recreation in Pando;
 - Coordinating with U.S. Forest Service and leading scientists on longitudinal studies to understand and protect the Pando;
 - Documenting the variety of natural, historical, social, recreational, and scientific wonders of the Fishlake Basin;
 - Collect, Document, Organize and make public the work related to the Pando so the public may learn about and understand the full scope of research, conservation, preservation, and cultural history of the Pando.
- L. DEVELOP AND MAINTAIN A PANDO ARTIST IN RESIDENCY PROGRAM. There is a lack of recorded history pertaining to human involvement on the Pando. The Cooperator will work to develop and implement an "artist-in-residency" program to help tell the story of the human experience of Pando and the Fish Lake Basin. Consistent with successful programs on other National Forests, artists will be selected to undertake immersive residencies create and share their work with the general public.



N. DEVELOP AND HELP LEAD PANDO WORKING GROUP.

As the organization dedicated to Pando, Friends of Pando will collaborate with Fishlake National Forest to connect with interested parties to share ideas about research, education, stewardship and strategies working to ensure Pando can be enjoyed for generations to come.

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

- A. FACILITIES. The U.S. Forest Service agrees to allow the Cooperator to use those lands and facilities that are designated in the Annual Operating Plan (AOP), for the activities, events, or other initiatives described in the AOP. All access and use will be contingent upon the District Ranger or Forest Supervisor approval. Individual activities and events should be individually approved. The U.S. Forest Service retains the right to cancel any authorizations or activities in the event of emergency.
- B. PROGRAMS. The U.S. Forest Service shall coordinate with the Cooperator in the planning and development of interpretive and educational programming on or off NFS lands. The U.S. Forest Service shall also coordinate with the Cooperator's staff and volunteers.
- C. PERSONNEL. The U.S. Forest Service shall designate an employee as a Coordinator. This person will serve as a liaison to the Cooperator. The role of the Coordinator is to represent the interests of the U.S. Forest Service. Their responsibility shall be limited to ensuring that the intent of this Agreement is fulfilled and to provide expertise and technical assistance to the Cooperator.
- D. APPROVALS. The Forest Service shall, in a timely manner, review the Cooperator's AOP. Approval of the AOP by the appropriate Forest Service line officer is required prior to the Cooperator conducting any of the efforts, activities, or initiatives described in the AOP. As this agreement is being executed after the formation of Friends of Pando, the U.S. Forest Service acknowledges and affirms that work the Cooperator has already begun or completed, that is consistent with the stated mutual benefits described in this agreement, are not subject to the requirements of this section.

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 agreement.

Principal Cooperator Contacts:



Cooperator Program Contact	Cooperator Administrative Contact
Name: Lance Oditt Address: 75 East Center Street City, State, Zip: Richfield, UT 84701 Telephone: (435) 633-1893 Email: lance@friendsofpando.org	Name: Lance Oditt Address: 75 East Center Street City, State, Zip: Richfield, UT 84701 Telephone: (435) 633-1893 Email: lance@friendsofpando.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Dan Child Address: 115 E. 900 N. City, State, Zip: Richfield, UT 84701 Telephone: (435) 979-1762 FAX: (435) 896-9233 Email: daniel.child@usda.gov	Name: Tammy McLaughlin Address: 1249 S. Vinnell Way, Ste 200 City, State, Zip: Boise, ID 83709 Telephone: (208) 373-4266 Email: tammy.mclaughlin@usda.gov

- 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 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement acknowledges that it: 1) does not have tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Friends of the Pando fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds that the Friends of the Pando has expended in violation of sections 433 and 434.
- C. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



- D. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To the Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Office of Communications Assistant Director, Visual Information and Publishing Services prior to the use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The Cooperator agree(s) that any of the Cooperator'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 the Cooperator has hereby willingly agreed to assume these responsibilities.

Further, the Cooperator shall provide any necessary training to their employees, volunteers, and program participants to ensure that such personnel can perform tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.



- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. NONDISCRIMINATION. 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.
- L. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

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



4. Source Documentation

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

- N. OVERPAYMENT. Any funds paid to the Cooperator of Pando in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

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

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

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

- O. 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 U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

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

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

- P. 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 Cooperator 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 the Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this must not be limited to the required retention period but must last as long as the records are kept.

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

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

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

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- S. 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.
- T. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Fishlake National Forest of the U.S. Forest Service, Department of Agriculture"
- The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.
- U. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. The title to the equipment rests with the U.S. Forest Service but may be transferred to the Friends of the Pando on completion of the project, if appropriate.
- V. PROPERTY IMPROVEMENTS. Improvements placed by The Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service become the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles The Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be



completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, the Cooperator 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 the Cooperator 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 the Cooperator's managerial personnel. The Cooperator's managerial personnel, in this clause, means their directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of their operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator 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 Cooperator 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, the Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Y. COLLABORATION. The U.S. Forest Service and the Cooperator may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the Cooperator's participation in the project.
- Z. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S.



Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

- AA. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands.
- BB. U.S. FOREST SERVICE IS ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- CC. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

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

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

"This institution is an equal opportunity provider."

- DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute



or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Cooperator or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the the Cooperator's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

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

1. When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the award/agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

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

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



GG. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

HH. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

II. COPYRIGHTING. The Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and



forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

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

This provision includes:

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

- JJ. PUBLICATION SALE. The Cooperator may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this 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 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.
- KK. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- LL. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through April 30, 2027, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- MM. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



Lance Oditt

Digitally signed by Lance Oditt
Date: 2022.04.28 11:58:53 -07'00'

LANCE ODITT, Executive Director
Friends of Pando, Inc.

MICHAEL ELSON

Digitally signed by MICHAEL ELSON
Date: 2022.06.01 08:10:15 -06'00'

MIKE ELSON, Forest Supervisor
U.S. Forest Service, Fishlake National Forest

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

DEBORAH CHORLTON

Digitally signed by DEBORAH CHORLTON
Date: 2022.04.27 16:24:31 -06'00'

DEBORAH CHORLTON
U.S. Forest Service Grants Management Specialist

Burden Statement

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

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