

COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING SERVICES
DIVISION

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Michael Johnson, Agency Director
DATE: April 12, 2011
SUBJECT: STEWARDSHIP AGREEMENT BETWEEN PLACER COUNTY AND THE LAKE TAHOE BASIN MANAGEMENT UNIT (USFS)

ACTION REQUESTED:

The Planning Services Division requests your Board authorize the Chairman to sign Stewardship Agreement No.11-SA-11051900-006 between Placer County and the U.S. Forest Service Lake Tahoe Basin Management Unit.

BACKGROUND:

As a part of this report, staff is providing information related to the progress with the USFS to establish a long-term relationship for biomass utilization within the Tahoe Basin. As an action item, the Board is being asked to authorize the Chairman to sign a Master Stewardship Agreement No. 11-SA-11051900-006 between Placer County and the Lake Tahoe Basin Management Unit (LTBMU). The Agreement will allow the County to establish a long-term relationship with the LTBMU to capture and utilize biomass for energy or other purposes. The LTBMU will provide some funding for various services. Each project will be brought back to the Board for approval prior to implementing. This will provide the structure for the needed biomass fuel for any proposed facility in the region.

The primary objective of the attached agreement (Attachment 1) is to, "reduce the number of acres burned annually on NFS [National Forest System] lands within the Lake Tahoe Basin by entering into a stewardship agreement with Placer County for removal of biomass from National Forest System Lands." This is accomplished through a number of shared tasks including:

- The County will address and implement hazardous fuels reduction, defensible space, and biomass removal on private, National Forest System Lands, or state land within the project area.
- The County or contractors working for the County will conduct a variety of forestry related projects including removal of biomass and chipping and removal of slash.

- The County will provide a project liaison as the main contact for the USFS.
- The County and the USFS will collaboratively work together to identify and fund projects of mutual interest including hazardous fuels reduction projects.
- The USFS will provide all environmental analysis associated with the National Environmental Policy Act (NEPA).
- The USFS will provide all layout and prep work for projects occurring on NFS lands including surveys, marking treatment boundaries, marking trees for removal, etc.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of the Stewardship Agreement. Future corresponding project agreements will be brought back to the Board for approval and funding status.

ACTION REQUESTED:

The staff is recommending that the Board of Supervisors authorize the Chairman to sign Master Stewardship Agreement No. 11-SA-11051900-006 between Placer County and the U.S. Forest Service Lake Tahoe Basin Management Unit.

The following attachments are included for the Board's consideration:

ATTACHMENTS:

Attachment 1: Master Stewardship Agreement No. 11-SA-11051900-006

cc: Holly Heinzen, Assistant CEO
Scott Finley, Supervising Deputy County Counsel

FS Agreement No. 11-SA-11051900-006
Cooperator Agreement No. _____

**MASTER
STEWARDSHIP AGREEMENT
Between
COUNTY OF PLACER
And the
USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT**

This Master Stewardship Agreement is hereby made and entered into by and between the County of Placer, hereinafter referred to as "Partner," and the USDA Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Consolidated Appropriations Resolution, 2003, Public Law 108-7, sec 323, amending Public Law 105-277, sec. 347 (Stewardship Authority).

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

The area addressed in this Master Stewardship Agreement is known as the Lake Tahoe Basin and lies within the borders of the States of California and Nevada. This area includes an un-estimated number of acres to be treated during the term of this Master Stewardship Agreement.

The purpose and primary objective of this Tahoe Basin Biomass Master Stewardship Agreement is to reduce the number of acres of fuels burned annually on NFS lands within the Lake Tahoe Basin by entering into a stewardship agreement with Placer County for removal of biomass from National Forest System lands. The biomass removed under this project will be generated during implementation of fuels reduction and forest health treatments currently being conducted and/or planned within the wildland urban interface on NFS lands.

The projects implemented under this master agreement will primarily focus on reducing acres burned on NFS lands through removal of biomass as an alternative to creating slash piles along roadsides, on small urban parcels within developed communities (USFS urban lots), on mechanically accessible lands where slash piles currently exist or are created in future treatments and where cable yarding systems may be utilized in future treatments. A secondary focus of projects implemented under this master agreement will be to increase the effectiveness of fuels reduction projects with follow up mastication treatments by increasing the amount of biomass removed from mechanically harvested units.

Funding for Supplemental Project Agreements under this Master Stewardship Agreement will be determined on an individual project basis and be dependent upon availability of funds and the types

of treatments proposed. It is anticipated that the Forest Service, through SNPLMA and/or appropriated base dollars, would fund service work consistent with current cost for those services. It is also anticipated that the Partner will fund, through a variety of grants or other means, the additional costs associated with the removal, processing and transporting of biomass. See Examples.

Ex. 1 – The average Forest Service cost per acre for pile burning is \$450 per acre. For projects removing existing piles, Forest Service would fund the project up to \$450 per acre. Any additional cost associated with the removal of the piles for biomass utilization would be funded by the Partner.

Ex. 2 – The Forest Service would traditionally contract for felling services @ \$350 per acre and piling services @ \$550 per acre for hand treatments. For projects using equipment on roads or cable yarding systems for biomass utilization, the Forest Service would fund up to \$900 per acre. Any additional cost associated with the yarding and removal of biomass would be funded by the Partner.

In these examples, projects could be implemented by the Partner with its own crews or contractors, or could be implemented using Forest Service contracts.

Ex. 3 – The Forest Service mechanical harvest service contracts require the contractor to purchase forest products at appraised rates. The utilization of the forest products as saw timber, biomass or other products is determined by the contractor. These contracts give the contractor options for removing activity fuels (tops/limbs) and existing surface fuels or leaving them on the project site per contract specifications (usually masticated or in landing piles). This agreement would provide the Partner the opportunity to provide funding (above Forest Service costs) for increased utilization of activity fuels for biomass on Forest Service contracted projects.

I. PURPOSE:

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

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

The Forest Service has wildland fire protection responsibilities (Federal Responsibility Area) on National Forest System lands along with State Responsibility (State Responsibility Area) for wildland fire protection responsibilities on private and state lands within the Lake Tahoe Basin portion of Placer County. The Forest Service manages approximately 165,000 acres of National Forest System (NFS) lands within the Lake Tahoe Basin. There are approximately 33,000 acres of NFS lands in the Placer County portion of the Lake Tahoe Basin and nearly half of those acres are

located within the Wildland Urban Interface (WUI).

The Partner has the responsibility for protecting the citizens of Placer County. Placer County, California is located east of Sacramento between Nevada County (to the north) and Eldorado County (to the south). The county has a population of over 430,000. About 1/3 of the counties citizens live in the Gold Country and High Country areas, which are located along WUI in both forested and oak woodland environments. There are 39 communities within Placer County that have been listed in the Federal Register as "communities at risk" from wildfire as defined by the National Fire Plan.

The Forest Service and Partner are both actively involved in implementing projects and programs aimed at reducing hazardous fuels and improving wildfire protection to local communities. These fuel reduction efforts are included in the Lake Tahoe Basin Multi-Jurisdictional Fuel Reduction and Wildfire Prevention Strategy (Basin Fuels Strategy), a comprehensive strategy for collaboratively conducting fuel reduction projects across all ownerships, involving all land management, fire protection and regulatory agencies within the Lake Tahoe Basin. This strategy identifies biomass utilization as an important alternative to piling and burning live and dead fuels from these projects. The strategy estimates that if all projects across all ownerships are implemented as scheduled, approximately 4900 acres of prescribed burning would be required annually over the next 10 years (Holl 2007). If biomass was utilized on every available acre, it could reduce the number of acres burned annually by 25 percent (Holl 2007).

The Partner is actively working to find beneficial uses for excess biomass generated from a variety of hazardous fuels reduction and defensible space projects. In October of 2007, the Partner completed a Strategic Plan for Wildfire Protection and Biomass Utilization Program for Placer County. The main goals of the program are to: Reduce the risk of catastrophic wildfires in Placer County; Protect Placer County citizens and visitors from the risk of catastrophic wildfires; Find one or more beneficial uses for excess biomass in Placer County; and Improve Air Quality in Placer County.

A key objective of the Partners plan is to establish one or more biomass facilities within Placer County. The Partner has completed a Biomass Utilization Technology Assessment in June of 2008 and is currently in Phase II of the Placer County Biomass Utilization Pilot Project. This project is evaluating the feasibility of developing a woody biomass combined heat and power system within the Placer County portion of the Lake Tahoe Basin.

The Partner is interested in assisting the Forest Service with the Stewardship of National Forest System lands by identifying areas for biomass removal within Placer County and by removing biomass from NFS lands within the Lake Tahoe Basin in support of the Partners biomass efforts.

The Forest Service and the Partner have a mutual interests and goals in reducing hazardous fuels within the wildland urban interface, improving protection from wildfire to local communities, improving the health and sustainability of local forest lands, and reducing the amount of pile burning through utilization of excess biomass.

This Master Stewardship Agreement will provide an opportunity for the parties to seek funding to expand partnership opportunities, and to garner new and additional support from partners, including but not limited to the timber industry, federal and non-federal entities, tribal entities, and Partner's

members and volunteers. Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Master Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to Partner and the U.S. Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

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

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

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

III. THE PARTNER SHALL:

- A. LEGAL AUTHORITY. The Partner shall have the legal authority to enter into this Master Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Continue to work with local government agencies to conduct fuels reduction and biomass removal projects on non-federal lands and work with local chapters of the Nevada Fire Safe Council, Fire Protection Districts, California Tahoe Conservancy, and California State Parks to address and implement hazardous fuels reduction, defensible space, and biomass removal on private or state lands within the project area. Current and planned projects on non-federal lands are identified in the Multi-Jurisdictional Comprehensive Fuels Reduction and Wildfire Prevention Strategy (December 2007).
- C. Coordinate with the Forest Service on identifying priority treatment areas on National Forest System lands. These priority treatment areas on National Forest System lands should coincide with fuels management and biomass removal projects on adjacent non-federal lands.
- D. Provide qualified personnel or contractors to conduct a variety of forestry related projects including removal of biomass and chipping and removal of slash as specified under each SPA conducted under this master agreement. All equipment shall be required to have appropriate permits and be validated by Placer County Air Pollution Control District as being certified.
- E. Provide a Project Liaison who can act as the Partner's representative and main contact for the Forest Service for all project work conducted under this agreement. The Project Liaison or designated representative should be on site while project work is being conducted and have the ability to direct Partner crews/personnel/contractors to insure that projects are completed to Forest Service specifications, that projects are being completed in a safe manner and that quality and

quantity of work is acceptable. The Project Liaison will be identified in each SPA conducted under this master agreement.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Complete all necessary National Environmental Policy Act (NEPA) requirements.
- C. Inform Partner of any changes in stewardship policy, law and regulations.
- D. Recognize Partner's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Develop hazardous fuels reduction projects on National Forest System lands within the project that compliment the hazardous fuels reduction projects being accomplished by the Partner and other cooperators on adjoining non-federal land. The Forest Service will work collaboratively with the Partner, as well as other public groups and individuals such as the local chapters of the Nevada Fire Safe Council and local Fire Protection Districts to develop treatment priorities as identified in the Multi-Jurisdictional Comprehensive Fuels Reduction and Wildfire Prevention Strategy (December 2007).
- F. The Forest Service will complete all layout and prep work for projects occurring on National Forest System lands including property boundary surveys, marking treatment unit boundaries, marking trees for removal, etc.
- G. Provide a Project Liaison/Resource Specialist for all projects. The Project Liaison/Resource Specialist will meet with Partner crews/personnel/contractors at the beginning of each new project to review project specifications, goals and conduct an on site review. The Project Liaison/Resource Specialist will designate all forest slash, piles to be removed and/or trees to be cut under this agreement, delineate project boundaries, inform Partner crews/personnel/contractors of any special resource protection areas and delineate them, and will insure that project prescriptions are being applied to Forest Service standards and satisfaction. The Project Liaison will conduct periodic on site visits as necessary to provide adequate resource advice and administration of project work.

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

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

Principal U.S. Forest Service Contacts:

U.S. Forest Service Stewardship Coordinator	U.S. Forest Service Grants & Agreements Contact
Brian Garrett Lake Tahoe Basin Management Unit 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2617 FAX: 530-543-2845 Email: bdgarrett@fs.fed.fs	Karine Wagner Truckee Ranger District 10811 Stockrest Springs Road Truckee, CA 96161 Telephone: 530-587-3558 x262 FAX: 530-587-6914 Email: karinewagner@fs.fed.us

Principal Partner Contacts:

Partner Stewardship Coordinator	Partner Administrative Contact
Brett Storey Placer County Planning Services Division 3091 County Center Drive, Ste. 140 Auburn, CA 95603 Telephone: 530-745-3011 FAX: 530-745-3080 Email: bstorey@placer.ca.gov	Donna Kirkpatrick 3091 County Center Drive, Ste. 280 Auburn, CA 95603 Telephone: 530-745-3038 FAX: 530-745-3080 Email: dkirkpatrick@placer.ca.gov

- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Stewardship Agreement and agree to actions essential to fulfill its purposes.
- C. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- D. SUPPLEMENTAL PROJECT AGREEMENTS. Nothing in this Master Stewardship Agreement obligates either party to offer or accept any project proposals under this Master Stewardship Agreement. Any projects added to this Master Stewardship Agreement shall be by mutual consent of the parties through a specific SPA. At a minimum, an SPA shall:
1. Include language stating that the SPA will be made a part of this Master Stewardship Agreement thereby subjecting it to the terms of this Master Stewardship Agreement.
 2. Include a map and description of the project area, treatment activities and corresponding treated acres, and other activities which may include other resource related projects.
 3. Specify a method of designating trees for removal.
 4. Describe the desired end result of the project(s).
 5. Specify the exchange of goods for services. The U.S. Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by Partner.

6. Designate a U.S. Forest Service and Partner official to monitor their respective responsibilities outlined in the SPA.
 7. Include a Financial Plan to identify each parties contributions for projects identified in the SPA.
 8. Identify appropriate bonding requirements.
 9. Include any necessary forest restrictions and closure dates to allow Partner to implement and complete the project(s) within the specified timeframes.
 10. Provide necessary direction to Partner to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
 11. Identify any reporting requirements.
 12. Be reviewed and approved by a delegated timber contracting officer when forest products will be disposed.
 13. Be reviewed and approved by a U.S. Forest Service Grants & Agreements Specialist.
 14. Be mutually agreed to, in writing, by both parties and executed by the designated Forest Supervisor.
- E. PERFORMANCE. The parties will perform in accordance with the approved SPAs.
- F. EXCHANGE OF GOODS FOR SERVICES. SPA(s) may be completed where U.S. Forest Service goods are exchanged for Partner's services; U.S. Forest Service funds are exchanged for Partner's services; or a combination thereof.
- G. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the U.S. Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
1. The extent of mutual interest and benefit.
 2. The advantages and effectiveness of mutual participation.
 3. Joint expertise.
 4. Past performance.
 5. Technical approach
 6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
 7. Ability to utilize, educate and/or train a local workforce.
 8. Benefits to the local community
 9. Ability to complete work in a timely manner.
 10. Experience in performing similar work.
 11. Ability to conduct work in an environmentally sound manner.
- H. METHODS OF APPRAISAL: The value of timber and other forest products shall be determined using U.S. Forest Service standard guidelines, methods and techniques.
- I. NONLIABILITY. U.S. Forest Service does not assume liability for any third party claims for damages arising out of this Master Stewardship Agreement.

- J. NOTICES. Any notice given by the U.S. Forest Service or Partner will be 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 this Master Stewardship Agreement.

To Partner, at Partner's address shown in this Master Stewardship Agreement or such other address designated within this Master Stewardship Agreement.

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

- K. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the U.S. Forest Service or Partner from participating in similar activities with other public or private agencies, organizations, and individuals.
- L. ENDORSEMENT. Any of Partner's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Partner's products or activities.
- M. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Partner to use the U.S. Forest Service insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- N. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. The Partner agree(s) that any of Partner'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 Partner hereby willingly agree(s) to assume these responsibilities.

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

- O. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Master Stewardship Master Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.
- P. DRUG-FREE WORKPLACE.

1. The Partner 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 Partner will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, he or she
 - (1) Must abide by the terms of the statement, and
 - (2) Must 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 Partner 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. Your policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Stewardship, or the completion date of this Master Stewardship Agreement, whichever occurs first.
4. The Partner agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after Partner learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Partner must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29

USC 794), as amended, or

- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- Q. NONDISCRIMINATION. The Partner shall comply with all applicable federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- R. ELIGIBLE WORKERS. The Partner 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 Partner shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Master Stewardship Agreement.
- S. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

4. Payments

Payment is typically made by reimbursement; advances may be used on a case-by-case basis and the need shall be documented. Do not use retained receipts for advance

payment(s). An authority to allow advance payments will be added to the SPA. When applicable, Partner shall establish and maintain specific procedures to minimize the time elapsing between the advance of federal funds and their subsequent disbursement. Any advance requested by Partner must be expended within 30 days of receipt.

5. Source Documentation

The Partner 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, and so forth.

- T. AGREEMENT CLOSEOUT. The Partner shall close out any SPAs executed under this Master Stewardship Agreement within 90 days after the expiration date or notice of termination.

Any unobligated balance of cash advanced to Partner shall be immediately refunded to the U.S. Forest Service, including any interest earned.

Within a maximum of 90 days following the date of expiration or termination of a SPA, all financial performance and related reports required by the terms of the Master Stewardship Agreement shall be submitted to the U.S. Forest Service by Partner.

If this Master Stewardship 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.

- U. PROGRAM PERFORMANCE REPORTS. The Partner shall monitor the performance of SPA activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Partner shall submit annual performance reports. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with Partner's final payment request, or separately, but not later than 90 days from the expiration date of any SPAs.

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

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 shall 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 United States Federal funds shall be retained for three years after its final disposition.

The Partner shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- W. FREEDOM OF INFORMATION ACT (FOIA). Public access to Master Stewardship Agreement records shall 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).
- X. 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 or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Y. PUBLIC NOTICES. It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Partner is/are encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Lake Tahoe Basin Management Unit, of the U.S. Forest Service, Department of Agriculture, is working in cooperation with the County of Placer on landscape restoration activities. "

The Partner may call on U.S. Forest Service's Office of Communication for advice regarding

public notices. The Partner 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 Communications as far in advance of release as possible.

- Z. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Master Stewardship Agreement is not available for reimbursement of Partner's purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.
- AA. CONTRACT REQUIREMENTS. If Partner issue(s) a contract, it shall be awarded on a competitive basis. Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this Master Stewardship Agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500
- BB. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. The Partner shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Master Stewardship Agreement.
- CC. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Partner 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, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

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

"This institution is an equal opportunity provider."

- DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Partner materially fail(s) to comply with any term of the Master Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Master Stewardship Agreement, or elsewhere, 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 Partner 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 Master Stewardship Agreement for Partner's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

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

- When the U.S. Forest Service and Partner 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 Partner 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 Master Stewardship Agreement must not accomplish the purpose for which the Master Stewardship Agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice.

If, in the case of a partial termination, the U.S. Forest Services determines that the remaining portion of the Master Stewardship Agreement will not accomplish the purposes for which the Master Stewardship Agreement was made, the U.S. Forest Service may terminate the Master Stewardship Agreement in its entirety.

Upon termination of an Master Stewardship Agreement, Partner shall not incur any new obligations for the terminated portion of the Master Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Partner for the United States Federal share of the non-cancelable obligations properly incurred by Partner up to the effective date of the termination. Excess funds shall 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 Master Stewardship Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

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

No original text or graphics produced and submitted by the 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 shall be transferred to any subcontracts.

This provision includes:

- The copyright in any work developed by Partner under this Master Stewardship Agreement.
- Any right of copyright to which Partner purchase(s) ownership with any federal contributions.

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

- JJ. When Partner is seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. The Partner will notify the U.S. Forest Service in writing 30 days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

Post commencement of work, if there is a change from the established stewardship item rates, the SPA will be modified to increase or decrease the amount of services provided by Partner, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

- KK. MODIFICATION. Modifications within the scope of this Master Stewardship Agreement shall 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 Master Stewardship Agreement is executed as of the date of the last signature and is effective through **December 31, 2020** at which time it will expire.

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 Master Stewardship Agreement. In witness whereof, the parties have executed this Master Stewardship Agreement as of the last date written below.

ROBERT WEYGANDT, Chairman, Board of Directors
County of Placer

Date

JEFF MARSOLAIS, Acting Forest Supervisor
U.S. Forest Service, Lake Tahoe Basin Management Unit

Date

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


KARINE WAGNER
U.S. Forest Service Grants & Agreementst Specialist

3/22/11
Date

Burden Statement

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

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

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 (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 11-SA-11051900-006

EXHIBIT A

Cooperator Agreement No. _____

**STEWARDSHIP AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT**

Between The

**and the
USDA, FOREST SERVICE,
Tiered to
MASTER
STEWARDSHIP AGREEMENT**

#

This Stewardship Supplemental Project Agreement (SPA) is hereby entered into by and between the _____, hereinafter referred to as "_____", and the USDA, Forest Service, _____, hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Stewardship Agreement # _____

Background:

I. PURPOSE

The purpose of this SPA is to document the cooperative effort between the parties to _____ in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan
Appendix E	Schedule of Items and Specifications
Appendix F	Timber Removal Specifications
Appendix G	Guidelines for Operations

II. THE PARTNER SHALL:

- A. **TECHNICAL PROPOSAL.** In coordination with the U.S. Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal shall address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal shall abide by all laws and regulations pertaining to the



management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the U.S. Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

1. A plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the SPA.
2. Quality control plan for both the harvesting and stewardship projects.

The approved Technical Proposal will become part of this SPA without necessity of a formal modification.

B. BILLING. Bill the U.S. Forest Service for costs incurred on the project. *See related Provision III.E/F Payment/Reimbursement*

C. .

III. THE U.S. FOREST SERVICE SHALL:

- A. SERVICE WORK. In coordination with _____, complete a Schedule of Items and Specifications, Appendix E.
- B. TIMBER REMOVAL. Coordinate with _____ to provide a completed Appendix F, Timber Removal Specifications, when forest products are exchanged for services. This Appendix may include:
 - 1.) Location of Stewardship Project Area.
 - 2.) Volume estimates and Utilization Standards.
 - 3.) Timber Designations, i.e. timber marking, silvicultural prescriptions or unit boundaries.
 - 4.) Timber Payment rates.
 - 5.) Stump height.
 - 6.) Specified and temporary roads.
 - 7.) Measurement instructions (scaled or pre-measurement).
 - 8.) Advance payment requirements.
- C. TECHNICAL PROPOSAL REVIEW. Review the Technical Proposal and work with _____ to make any necessary changes. *See related Provision II-A.*



- D. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
 - 1. *Timber Harvest*
 - 2. *Slash Treatment - Capable of the greatest utilization of Non-sawtimber and Biomass.*
 - 3. *Weed Treatment*
 - 4. *Quality Control*
 - 5. *Utilization of Local Work Force*

- E. PAYMENT/REIMBURSEMENT. It is not anticipated that funds will be exchanged in the performance of this agreement. The value of goods will offset the value of the work to be performed.

- F. PAYMENT/REIMBURSEMENT It is anticipated that funds will be exchanged in the performance of this SPA when the value of the timber will not cover the value of the services performed.

The U.S. Forest Service will make payment upon receipt of _____'s monthly billings. Each invoice from _____ shall display the total project costs to date of the invoice, separated by U.S. Forest Service and _____ share. In-kind contributions shall be displayed as a separate line item and will not be included in the total project costs. The final invoice from _____ will be submitted no later than 90 days from the expiration date.

The invoice shall include, at a minimum:

- 1. _____'s name, address, and telephone number.
- 2. U.S. Forest Service SPA number.
- 3. Invoice date.
- 4. Dates of performance period.
- 5. Total invoice amount.
- 6. Detail by Schedule of Items.

The invoice shall be sent to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109
E-mail: asc_ga@fs.fed.us
FAX: (877) 687-4894

G.



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

- A. **PROJECT CONTACTS.** The individuals listed below are authorized to act in their respective areas for matters related to this SPA. In their absence, a designated official acting on their behalf will be the authorized representative.

Principal Partner Contacts:

Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:
<i>Title/Role/Responsibility:</i>	<i>Title/Role/Responsibility:</i>

Principal U.S. Forest Service Contacts:

Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:
<i>Title/Role/Responsibility:</i>	<i>Title/Role/Responsibility:</i>

- B. **ANNUAL SPA MEETING.** Annually, prior to commencement of work, both parties will meet to discuss the terms and conditons of this SPA.
- C. **ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)** The parties will comply with the U.S. Forest Service's EMS which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on NFS lands. The U.S. Forest Service will provide with details for compliance.
- D. **NEPA COMPLIANCE.** The U.S. Forest Service will assure that this SPA incorporates necessary design criteria and standards for operation to comply with the NEPA document. will work with the U.S. Forest Service to comply with these terms on the ground.



- E. ACCEPTANCE OF COMPLETED WORK. No less than monthly, will notify the U.S. Forest Service of any completed work that is ready for inspection. The U.S. Forest Service may accept all, or a reasonable portion of any specific activity.
- F. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the U.S. Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the U.S. Forest Service. 's costs, excluding project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.
- G. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by at the value designated in the SPA Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through IWEB.
- H. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) will be used as a tracking system for payments, stewardship credits, and cash deposits. The U.S. Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to U.S. Forest Service resource staff for input into the IRSA
- I. MONTHLY REPORTING. When the project is active, the U.S. Forest Service will enter the value of the completed and accepted work into the Timber Sale Accounting system (TSA) monthly, and provide with a copy of the Statement of Account.
- J. OVERPAYMENT. Any funds paid to in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the federal government. The following shall also be considered as a debt or debts owed by 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
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.



- K. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under an SPA, may be refunded to _____, authorized for use for a new agreement by _____, or waived by _____. A DUNS number and registration in the Central Contractor Registry (CCR) by _____ may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to _____.
- L. 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 or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. When _____ is/are seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. _____ will notify the U.S. Forest Service in writing _____ days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.
- Post commencement of work, if there is a change from the established stewardship item rates, the SPA will be modified to increase or decrease the amount of services provided by _____, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.
- N. MODIFICATION. Modifications within the scope of this Master Stewardship Agreement shall 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 _____ 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.
- O. COMMENCEMENT/EXPIRATION DATE. This SPA is executed as of the date of the last signature and is effective through _____ at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

V. AUTHORIZATIONS

The disposal of forest products under this SPA has been reviewed and approved by a delegated



timber contracting officer.

Date
Timber Contracting Officer

In witness whereof, the parties have executed this SPA as of the last date written below.

Date

Date
U.S. Forest Service,

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

Date
U.S. Forest Service Grants & Agreements 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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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 (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



APPENDIX A DEFINITIONS

Base Rates. The rate of payment in cash, per unit of measure, to cover the essential reforestation costs. Stewardship credits may not be used as payment for base rates.

Technical and Cost Evaluation. The evaluation used by the U.S. Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Included Timber. Live and dead trees and portions thereof that meet utilization standards as specified in Appendix F. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Appendix F and contain at least one minimum piece. shall fell and buck such trees and shall remove them from the designated area by the U.S. Forest Service and present for scaling all pieces that meet minimum piece standards or would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

Integrated Resource Service Account. The account maintained by the U.S. Forest Service of all's deposits, credits, payment guarantees, and charges for:

- a. Timber at Timber Payment rates;
- b. Brush disposal, road maintenance, and agreement scaling rates;
- c. Stewardship Credits established; and
- d. Other charges provided in this agreement.

Liability for lost value to Included Timber. The party holding title shall bear the timber value loss resulting from damage outlined in Appendix F.

Payment Guarantee. In lieu of establishing Stewardship Credits or establishing advanced deposits, Appendix F, for advance payment of Included Timber, may guarantee payment by furnishing and maintaining an acceptable surety bond or deposit in a Federal Depository negotiable security of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 30 days of billing by the U.S. Forest Service. The penal sum of such surety bond or market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed. In lieu of surety bond or negotiable securities as a payment guarantee, may use an Irrevocable Letter of Credit when approved by the U.S. Forest Service.

Required Deposits. Deposits may be required to pay for brush disposal (16 U.S.C. 490) and road maintenance (16 U.S.C. 537), erosion control, etc.

Retained Receipts. The portion of residual receipts that is deposited in SSCC and retained for transfer to other stewardship contracts or stewardship agreements when approved in advance by the Regional Forester in accordance with sections FSH 2409.19, sections 67.1 and 67.3.

Stewardship Credits. Credits that are earned and established when work listed in the schedule of



items has been performed and accepted.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in the SPA.

Timber Payment Rates. Included timber that is removed by and presented for weight scaling in the product form stated in Appendix F shall be given cash or earned stewardship credits for at the rates listed in Appendix F.

Weight Scaling. The rate identified in Appendix F multiplied by the volume per unit of measure (tons) of a loaded truck driven over a weight scale as defined in the National Bureau of Standards Handbook 44, current edition.



APPENDIX B TECHNICAL PROJECT PROPOSAL



APPENDIX C MAP OF STEWARDSHIP PROJECT AREA



APPENDIX D FINANCIAL PLAN



**APPENDIX E
SCHEDULE OF ITEMS
AND
SPECIFICATIONS**

Schedule of Items
(Complete table to include the project items.)

SCHEDULE OF ITEMS:

Item Number	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
1					
2					
4					
5					
6					
7					
8					
9					
10					

SPECIFICATIONS. *[By item number, describe the type of work, i.e., slash treatment, weed treatments, etc. and the corresponding specifications.]:*



APPENDIX F
Timber Removal Specifications

F.1 - Location and Area -

This Stewardship Project Area of:	<i>[insert number of acres]</i>	acres more or less are located in:	<i>[insert exact location of project, i.e., township, range, section]</i>
-----------------------------------	---------------------------------	------------------------------------	---

F.2 - Volume Estimate and Utilization Standards.

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor ^{1/}
Total Quantity								

^{1/} Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

F.3 - High Stumps.

Species	Product	Maximum Stump Height (inches)



F.4- Timber Rates. (Scaled)

Cutting Unit Number	Approx. Acres					Rate of Payment \$/UOM	Required Deposit per unit of measure
		Species	Product	Quantity	Unit of Measure		

F.5 - Timber Rates. (Tree Measurement)

Payment Unit Number	Approx. Acres					Total Payment	Required Deposit per Payment Unit
		Species	Product	Quantity	Unit of Measure		

F.6 - Timber Designations. Timber designated for cutting shall be confined to the Stewardship Project Area. No undesignated timber shall be cut without prior notification to and approval of the U.S. Forest Service. Prescriptions/timber designations are included later in this subsection.

	Number	Acres
Clearcutting Units		
Specified Road Clearing		
Overstory Removal Units		
Understory Removal Units		
Individual Trees		
Incompletely Marked Timber		



F.7 - Cutting Unit Boundary Designation. The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

Cutting Unit	Paint Color	Designation

F.8 Tree Designation/Prescriptions.

F.9- Control of Operations.

F.10 - Roads. is/are authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for conducting treatments on National Forest and other lands where U.S. Forest Service has such authority. As used in this Supplemental Project Agreement, "construct" includes "reconstruct."

F.10-a- Specified Roads.							
Name and Date of Governing Road							
Specifications:							
Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking

F.10-b - Road Maintenance Requirements. shall maintain roads in accordance with the following Road Maintenance Requirements

Road Maintenance Requirements Summary



Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications											
	From	To													

P = Partner Performance Item, D = Deposit to U.S. Forest Service, D3 = Deposit to Third Party

F.10-c - Use of Roads By the Partner. 's use of existing roads identified on Stewardship Project Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed to otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the U.S. Forest Service to inform the public of use restrictions. 's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List

Road Number	Road Name	Termini		Map	Description of Restrictions
		From	To	Legend	

F.11- Scaling Instructions and Specifications.
 Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in E.2.

F.12- Scaling Services.

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$



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F.13 - Advance Deposits. agree(s) to make advanced deposits in advance of cutting. These deposits may be in the form of cash, acceptable payment bond, earned stewardship credit or any combination thereof. Advanced deposits will be in such amounts as to maintain an unobligated balance sufficient enough to cover the value of timber to be cut. U.S. Forest Service and will agree on a systematic approach to provide sufficient advanced deposits.

If the credit balance in the IRSA is less than the amount due for timber, the U.S. Forest Service will suspend all or any part of 's operations until payment or acceptable payment guarantee is received.

F.14- Title Passage.

Scaled: All right, title, and interest in and to any included timber shall remain with the U.S. Forest Service until it has been cut, scaled, and removed from the Stewardship Project Area or other authorized cutting area, and paid for, at which time title shall then vest with . Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been cut, scaled and paid for, but not removed from the Stewardship Project Area or other authorized cutting area by the on or prior to the termination date, shall remain with the U.S. Forest Service.

Tree Measurement. All right, title, and interest in and to any included timber shall remain with the U.S. Forest Service until it has been measured, paid for, and removed from the Stewardship Stewardship Project Area or other authorized cutting area, at which time title shall then vest with . Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been measured and paid for, but not removed from the Stewardship Project Area or other authorized cutting area by on or prior to the termination date, shall remain with the U.S. Forest Service.

F.15- Liability.

Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from the Stewardship Project Area, but before scaling, shall be borne by at current SPA Rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which U.S. Forest Service holds title is destroyed, will not be obligated to remove and pay for such timber. In the event Included Timber to which U.S. Forest Service holds title is damaged, the U.S. Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current SPA Rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the U.S. Forest Service to supply, or for to accept and



pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.



APPENDIX G GUIDELINES FOR OPERATIONS

The following Guidelines for Operations apply to activities under this SPA, when relevant to the project. These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations.

1. **Stewardship Project Area Map (Map).** This is the boundary of the Stewardship Project Area as shown in Appendix B and designated on the ground by the U.S. Forest Service to meet the anticipated needs of the parties. The following are identified on the Map:
 - a) Identified patented claims.
 - b) Boundaries of all harvest and stewardship treatment units.
 - c) Diameter limits for overstory and understory removal units.
 - d) Areas where leave trees are marked to be left uncut.
 - e) Specified roads.
 - f) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items;
 - g) Roads where log hauling or use is prohibited or restricted.
 - h) Roads and trails to be kept open.
 - i) Improvements to be protected.
 - j) Locations of known wildlife or plant habitat and cave resources to be protected.
 - k) Locations of areas known to be infested with specific invasive species of concern.
 - l) Maximum stump heights when more than one height is listed by areas.
 - m) Skidding or yarding methods.
 - n) Streamcourses to be protected.
 - o) Locations of meadows requiring protection.
 - p) Locations of wetlands requiring protection.
 - q) Locations of temporary roads to be kept open.
 - r) Payment units, if required
2. **Use of Roads by the Partner.** is/are authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.
3. **Plan of Operations for Roads.** Annually, prior to start of operations, will prepare a supplement to the Technical Proposal that shall include a schedule of proposed maintenance and construction progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not substantially completed prior to periods of seasonal precipitation or runoff. shall submit a revised schedule when they propose a significant deviation from the progress schedule. Prior to beginning construction on any portion of specified roads identified as sensitive on plans, the parties shall agree on the proposed method of construction and maintenance.
4. **Protection of Residual Trees.** 's operations shall not unnecessarily damage young growth or other trees to be reserved.



- 5. **Safety.** 's operations shall facilitate the U.S. Forest Service's safe and practical inspection of 's operations and conduct of other official duties on the Stewardship Project Area. has/have all responsibility for compliance with safety requirements for 's employees.

When operations are in progress adjacent or on U.S. Forest Service controlled roads and trails open to public travel, shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area. The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed.

During periods of general recreation activity within Stewardship Project Area or vicinity, the U.S. Forest Service may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for U.S. Forest Service Signs & Posters**"(EM 7100-15).

SIGN STANDARDS

SHAPE & COLOR: Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are *reflective orange background with black legend and border* unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

SUBSTRATE: Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

SIGN SIZE: Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

LEGEND: All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not

135



applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

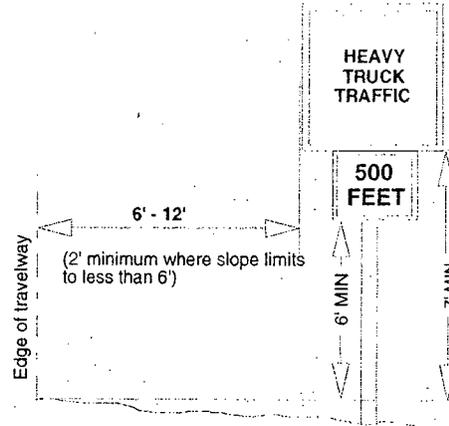


Figure 1: Sign Placement

Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2, Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Declaration to listed advisory speed MPH				
	10	20	30	40	50
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. *Do not mount signs on trees or other signs.* Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

TEMPORARY/PORTABLE SUPPORTS: Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

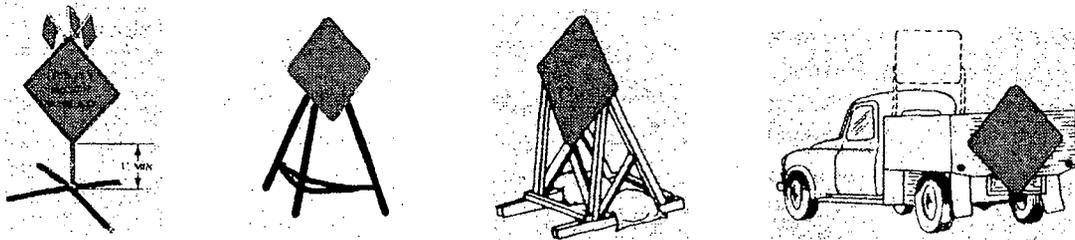
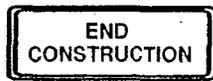


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of the Safety standard. *This is not a complete listing of signs that may be needed.*



FG20-1-48*
FW22-3-30

FG20-2-48

FG20-3-42*

FG20-3a-42



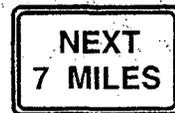
FW20-1-30*

W21-3-30*

FW21-4a-30

FW11-7-24

W22-1-36*



FW8-6-24
24*

FW11-9a-24

W7-3a-24*

W13-1-18**

W20-7aP-

* Specify Distance

Speed

** Specify



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

6. **Safety (Timber Hauling).** shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.

7. **Accident and Injury Notification.** shall notify U.S. Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with 's Operations.

shall notify U.S. Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, shall notify U.S. Forest Service at the same time notification is given to the state and local law enforcement authorities.

shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a U.S. Forest Service investigation.

8. **Sanitation and Servicing.** shall take all reasonable precautions to prevent pollution of air, soil, and water by 's operations. Precautions shall include if facilities for employees are established on the Stewardship Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. shall maintain all equipment operating on Stewardship Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

9. **Prevention of Oil Spills.** If maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. shall notify the U.S. Forest Service and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Stewardship Project Area that are caused by 's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of 's



operations. will take whatever initial action may be safely accomplished to contain all spills.

10. **Hazardous Substances.** shall notify the National Response Center and U.S. Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by 's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of 's operations, in accordance with 40 CFR 302.
11. **Washing Equipment.** In order to prevent the spread of noxious weeds into the Stewardship Project Area, shall be required to clean all off-road logging and construction equipment **prior** to entry on to the Stewardship Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the will be allowed to operate within the Stewardship Project Area. All subsequent move-ins of equipment to the Stewardship Project Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

As agreed upon, shall inspect equipment at cleaning location, and provide documentation of inspection to the U.S. Forest Service.

New infestations of noxious weeds, of concern to U.S. Forest Service and identified by either or U.S. Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. and U.S. Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to U.S. Forest Service is available at each U.S. Forest Service office.

12. **Conduct of Logging.** Unless otherwise specifically provided herein, shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, prior to acceptance of work for completion of logging and stewardship projects. U.S. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber.
13. **Felling and Bucking.** Felling shall be done to minimize breakage of included timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces. may buck out cull material when necessary to produce pieces meeting utilization standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in



- percentage of gross scale, or based on the merchantability factor. If necessary to assess extent of defect, shall make sample saw cuts or wedges.
14. **Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside clearcutting units, construction clearings, and areas of regeneration cutting.
 15. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stumps of greater heights are acceptable when determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, shall re-cut high stumps so they will not exceed heights specified in F-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.
 16. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.
 17. **Limbing.** shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. may leave uncut those limbs that cannot be cut with reasonable safety.
 18. **Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on the Map. Outside clearcutting units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.
 19. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
 20. **Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.
 21. **Arches and Dozer Blades.** Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside clearcutting units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.
 22. **Protection of Streamcourses.** 's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, shall remove such debris as soon as



practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.

- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
- b) Wheeled or track-laying equipment shall not be operated in streamcourses, except at crossings agreed to by _____ and the U.S. Forest Service or as essential to construction or removal of culverts and bridges.
- c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for _____'s planned construction and U.S. Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

23. **Erosion Prevention and Control.** _____'s operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. _____ shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, _____ shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

Unless otherwise agreed in writing, _____ shall complete erosion prevention and control work, including streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

During periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, _____ shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

When operations are active, erosion control work will be kept current and will be completed as soon as practicable.

24. **Protection of Improvements.** So far as practicable, _____ shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):
- a) Existing in the operating area,



- b) Determined to have a continuing need or use, and
- c) Designated on the Map.

shall keep roads and trails needed for fire protection or other purposes and designated on the Map reasonably free of equipment and products, slash, and debris resulting from 's operations. shall make timely restoration of any such improvements damaged by 's operations and, when necessary because of such operations, shall move such improvements.

25. **Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.
26. **Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.
27. **Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of temporary roads, shall employ such measures as outsloping, drainage dips, and water-spreading ditches. After a temporary road has served 's purpose, shall give notice to the U.S. Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise agreed to. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
28. **Temporary Roads to Remain Open.** All bridges and culverts shall remain in place and ditches shall not be eliminated on Temporary Roads, shown as "Remained Open on the Map. All drainage structures shall be left in functional condition.
29. **Landings.** After landings have served 's purpose, shall ditch and slope them to permit water to drain or spread. Unless agreed to otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.
30. **Skid Trails and Fire Lines.** shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.
31. **Current Operating Areas.** Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed to otherwise, shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion. Such protection shall be provided, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills,



tractor roads, skid trails, and fire lines. When weather permits operations, shall keep such work on any additional disturbed areas as up to date as practicable.

32. **Erosion Control Structure Maintenance.** During the period of this SPA, shall provide maintenance of soil erosion control structures constructed by until they become stabilized, but not for more than one year after their construction.
33. **Slash Disposal.** 's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by are stated in Appendix E.
34. **Scaling.** Scaling includes:
- Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
 - Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
 - Various geographic locations.
35. **Scaling Services.** Scaling services shall be performed by U.S. Forest Service personnel or parties under contract to U.S. Forest Service, except that weighing services may be performed by personnel or parties approved by the U.S. Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Appendix F. Scalers shall be currently certified to perform accurate Scaling services. The scaling services provided shall be selected exclusively by the U.S. Forest Service. Scaling services may be continuous, intermittent, or extended.
- Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
 - Intermittent scaling services are non-continuous scaling services.
 - Extended scaling services are scaling services exceeding continuous scaling services and may include Sundays and designated Federal holidays.

As mutually agreed to by the parties, the U.S. Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

36. **Scaling Location.** The U.S. Forest Service shall provide scaling services at the scaling site(s) shown in Appendix F. The Scaling site(s) shown in Appendix F normally will be a non-exclusive site where more than one National Forest may be served. may request, in writing, an alternate scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. The U.S. Forest Service may approve an alternate scaling site, when the U.S. Forest Service determines that scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:
- Scaler safety and comfort,
 - Product accountability and security,
 - Facilities and practices conducive to accurate and independent Scaling, and
 - The ability to provide for remote check Scaling.



Upon approval of an alternate scaling site, the U.S. Forest Service and shall enter into a written memorandum of agreement governing Scaling at that alternate location. agree(s) that U.S. Forest Service personnel or persons under contract with the U.S. Forest Service shall perform scaling services at an alternative scaling site. In no instance shall perform scaling services.

37. **Scaling Adjustments.** The U.S. Forest Service shall check the accuracy of the scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards in governing instructions identified in Appendix F. In the event the U.S. Forest Service check scale(s) shows a variance in net scale in excess of the allowable variance, an adjustment to volume reported scaled may be made by the U.S. Forest Service. Such adjustment will be based on the difference between U.S. Forest Service check Scale(s) and original Scale for SPA volume Scaled within the adjustment period. The volume to which this difference will be applied will be:
- One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and
 - 100 percent of the volume Scaled between unsatisfactory check Scales and
 - One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

38. **Weighing Services.** Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales. Weighing facilities shall meet the following minimum requirements:

- Be an electronic design,
- Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- Have digital weight meters sealed with a seal approved by the State,
- Have a zero interlocking device on the printer,
- Have an automatic zero-setting mechanism,



- f) Have an automatic motion-detecting device,
 - g) Be shielded against radio or electromagnetic interference, and
 - h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. The U.S. Forest Service may waive electronic printing for public or third party weighing facilities. shall bear all charges or fees for weighing services.
39. **Presentation for Scaling.** shall present products so that they may be Scaled in an economical and safe manner.
40. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with U.S. Forest Service written instructions, as follows:
- a) shall plainly mark or otherwise identify products prior to hauling;
 - b) U.S. Forest Service shall issue removal receipts to ;
 - c) shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Stewardship Project Area;
 - d) Removal receipts shall be returned to U.S. Forest Service at periodic intervals;
 - e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
 - f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by U.S. Forest Service; and
 - g) shall notify U.S. Forest Service of lost or off-loaded logs and their location within 12 hours of such loss. shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.
41. **Route of Haul.** As part of the annual Operating Schedule, shall furnish a map showing the route of haul over which unscaled products will be transported from the Stewardship Project Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Stewardship Project Area shall be transported over the designated routes of haul. shall notify U.S. Forest Service when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location.

shall require truck drivers to stop, if requested by U.S. Forest Service, for the following reasons:

- a) For accountability checks when products are in transit from Stewardship Project Area to the designated Scaling location or
- b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

and U.S. Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. The U.S. Forest Service shall notify of the methods to be used to alert truck drivers of an impending stop.



42. **Product Identification.** Before removal from the Stewardship Project Area, unless the U.S. Forest Service determines that circumstances warrant a written waiver or adjustment, shall:
- Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
 - West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

The U.S. Forest Service shall assign brands and, if the Stewardship Project Area is within a State that maintains a log brand register, brands shall be registered with the State. shall use assigned brand exclusively on logs under this SPA until U.S. Forest Service releases brand. will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. shall replace identifying marks if they are lost, removed, or become unreadable. may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill infeed process immediately before processing, remanufactured products must be rebranded with the assigned SPA brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the U.S. Forest Service Representative. For such remanufactured products, U.S. Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned SPA brand.

43. **Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.
44. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, shall present such sample loads for Scaling by U.S. Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by U.S. Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of U.S. Forest Service actions shall be treated as non-Scaled loads.
45. **Scale Reports.** The U.S. Forest Service shall provide a copy of U.S. Forest Service scaler's record, if requested in writing.

**46. Fire Precautions and Control**

- a) **Plans.** Prior to initiating 's operations during Fire Precautionary Period, shall file with U.S. Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of 's Operations. Such plan shall include a detailed list of personnel and equipment at disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one SPA.
- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during 's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during 's operations in Fire Precautionary Period.
- c) **Substitute Precautions.** The U.S. Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions.** The U.S. Forest Service may require the necessary shutting down of equipment on portions of 's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after cease(s) active operations, shall release for hire by U.S. Forest Service, if needed, 's shutdown equipment for fire standby on the Stewardship Project Area or other areas of 's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if request(s), shall be operated only by personnel approved by the. Personnel so hired shall be subject to direction and control by U.S. Forest Service and shall be paid by U.S. Forest Service at fire fighting rates common in the area or at prior agreed rates.
- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of U.S. Forest Service, shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. shall promptly remedy deficiencies found through such inspecting and testing.
1. The following requirements shall apply during the period (*fill-in dates*) and during other such periods as specified by U.S. Forest Service.
 2. (*Include Regional fire precautionary requirements, below.*)

47. Fire Control. shall, both independently and in cooperation with U.S. Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from 's



Operations and to suppress any forest fire on Stewardship Project Area. 's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at 's disposal on Stewardship Project Area or within the distance of Stewardship Project Area: *(fill-in miles)*.

- a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, U.S. Forest Service may require further actions by until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
 - b) **Suspend Operations.** To suspend any or all of 's Operations.
 - c) **Personnel.** To release for employment by U.S. Forest Service any or all of 's personnel engaged in 's Operations or timber processing within the distance of Stewardship Project Area: *(fill-in miles)*. Any organized crew so hired shall include 's supervisor, if any. Personnel so employed shall be paid at U.S. Forest Service standard emergency fire fighting rates.
 - d) **Equipment.** To make available for U.S. Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of 's equipment suitable for fire fighting and currently engaged in 's Operations within the distance of Stewardship Project Area: *(fill-in miles)*. Equipment shall be operated only by personnel approved by , if so requested by
48. **Temporary Roads and Skid Trails.** shall locate Temporary Roads and Skid Trails on locations approved by the U.S. Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

Temporary road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, temporary road surface width equal to track width plus tail swing shall be permitted.

As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, shall employ such measures as outsloping, drainage dips, and water-spreading ditches.