

FS Agreement No. 17-GN-11046000 -027

Cooperator Agreement No. _____

**MASTER
GOOD NEIGHBOR AGREEMENT**
Between
THE STATE OF NEVADA,
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES,
NEVADA DEPARTMENT OF WILDLIFE,
NEVADA DEPARTMENT OF AGRICULTURE,
And the
USDA FOREST SERVICE,
INTERMOUNTAIN REGION (R4), HUMBOLDT TOIYABE NATIONAL FOREST,
PACIFIC SOUTHWEST REGION (R5), LAKE TAHOE BASIN MANAGEMENT UNIT,
AND INYO NATIONAL FOREST

This Master Good Neighbor Agreement (Master Agreement) is hereby made and entered into by and between the Nevada Department of Conservation and Natural Resources (DCNR), Nevada Department of Wildlife (NDOW), and Nevada Department of Agriculture (NDA), hereinafter collectively referred to as "the State," and the USDA Forest Service, Humboldt Toiyabe National Forest (Intermountain Region – Region 4) and Lake Tahoe Basin Management Unit and Inyo National Forest (Pacific Southwest Region – Region 5), hereinafter referred to collectively as the "U.S. Forest Service," under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206, 16 USC 2113A, (Good Neighbor Authority). The CFDA for this agreement is 10.691, Good Neighbor. The State and U.S. Forest Service are hereinafter referred to individually as a "Party" and collectively as "Parties". The State of Nevada statutes:

1. Fish and Wildlife Coordination Act, 16 U.S.C. 661 (NDOW)
2. Nevada Revised Statutes (NRS) 501.105 and 501.331 whereby the NDOW is responsible for administering the policies and regulations necessary for the preservation, protection, management, and restoration of Nevada's resident wildlife species (Details of authorities may be found in NRS Chapters 501-506 and Nevada Administrative Codes (NAC) Chapters 501-505).
3. NDOW possesses the authority to enter into cooperative and reciprocal agreements under Nevada Revised Statute (NRS) sections 501.351 and NRS 277.045.
4. NRS 503.584-503.589 directs NDOW to cooperate with other states and legal entities to the maximum extent practicable for the conservation, protection, restoration, and propagation of species of native fish, wildlife, and other fauna that are threatened with extinction.
5. NRS 232 (DCNR)
6. NRS Chapter 555.005; .010;.035; .100; .130-555.201(NDA)
7. NRS Chapter 561.218; 245 (NDA)
8. NRS Chapter 587.077 (NDA)



Title: Good Neighbor Master Agreement with the State of Nevada Department of Conservation and Natural Resources, Nevada Department of Wildlife, and Nevada Department of Agriculture.

I. PURPOSE:

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

II. GOOD NEIGHBOR AUTHORITY OBJECTIVES:

The U.S. Forest Service is a land management agency dedicated to the stewardship and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions. The State has statutory responsibilities for rangeland, watershed, habitat and forest management on state and private lands.

This Master Agreement provides an opportunity for all the Parties to carry out “authorized forest, rangeland, and watershed restoration services” on and off public lands. The U.S. Forest Service must ensure that funding used is appropriate for the work performed.

Authorized forest, rangeland, and watershed restoration services includes activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habitat. The Good Neighbor Authority excludes construction, reconstruction, repair, or restoration of paved roads, permanent roads or parking areas; construction, alteration, repair, or replacement of public buildings or public works; as well as projects in wilderness areas, wilderness study areas, or lands where removal of vegetation is prohibited or restricted. While the authority specifically excludes work on paved roads or permanent roads, temporary roads necessary to complete restoration or improvement work are allowed.

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

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

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



III. THE U.S. FOREST SERVICE SHALL:

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

IV. THE STATE SHALL:

- A. **LEGAL AUTHORITY.** The State shall have the legal authority to enter into this Master Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **OMB CIRCULARS AND OTHER REGULATIONS.** This Agreement is subject to the OMB Government wide Guidance for Grants & Cooperative Agreements found in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Specific regulations include Uniform Administrative Requirements and Cost Principles.

The OMB Circulars are available http://www.whitehouse.gov/omb/circulars_default.
Electronic copies of the CFRs can be obtained at the following internet site:
<http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 801-625-5796 for Region 4 and 707-562-9120 for Region 5.

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



C. **CONTRACT REQUIREMENTS.** When procuring property and services under this Master Agreement, the State must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.

D. **NON-FEDERAL STATUS FOR STATE PARTICIPANT LIABILITY.** The State agree(s) that none of its employees, volunteers, sub-recipients, contractors, and participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the State hereby willingly agrees to assume these responsibilities to the extent allowed by State law.

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

E. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The State shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

F. **INDIRECT COST RATES.** Indirect cost rates must be formalized in a written agreement between the cognizant agency and Recipient. Requirements are set forth in appendices to 2 CFR 200.

1. If the State does not have a previously established indirect cost rate with a Federal agency, the State shall follow the requirements and timeframes unique to their organization found in the appendices to 2 CFR 200. The State will be reimbursed for indirect costs at the tentative rate reflected in the budget until the rate is formalized in a negotiated indirect cost rate agreement (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.

2. As new NICRAs are agreed to between the State and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.



3. If the NICRA is for a provisional rate, the State shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
4. Failure to provide a revised provisional or final NICRA could result in disallowed costs and repayment to the Forest Service.

G. ELECTION OF DE MINIMIS INDIRECT RATE. The State has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as the State chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.

H. PROGRAMMATIC CHANGES. The State shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to third party.

I. TRAFFICKING IN PERSONS.

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

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

2. Provisions applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the



award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- (1) Associated with performance under this award; or
- (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).”

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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

- A. There is no statutory match required for this authority; however the State is encouraged to provide available resources to projects of mutual benefit. All funding and contributions will be captured on a Financial Plan for each SPA.
- B. **PRINCIPAL CONTACTS**. The Principal Contacts for the State and the U.S. Forest Service are listed in Attachment A. This list may be updated as needed without formal modification to this Master Agreement.
- C. **AVAILABILITY FOR CONSULTATION**. Both Parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Agreement and to agree to actions essential to fulfill its purposes.
- D. **PROJECT PLANNING**. The Parties will meet on an annual basis, or as mutually agreed to discuss potential projects and jointly review the active project proposal list .
- E. **SUPPLEMENTAL PROJECT AGREEMENTS**. Nothing in this Master Agreement obligates either Party to offer or accept any project proposals under this Master Agreement. Any projects added to this Master Agreement must be by mutual consent of the Parties through a specific SPA. At a minimum, an SPA must:
1. Include language stating that the SPA will be made a part of this Master Agreement thereby subjecting it to the terms of the Master Agreement.
 2. Include a description of the project and agreed to activities. Requirements are further clarified in the SPA template.
 3. As applicable, include a map and description of the project area, treatment activities and corresponding treated acres, and other agreed to activities.
 4. Describe the desired end result of the project(s).
 5. Designate a U.S. Forest Service representative and a State official to monitor their respective responsibilities outlined in the SPA.
 6. Include a Financial Plan to identify each Party's contributions, as applicable, for projects identified in the SPA.
 7. Include any necessary Forest restrictions and closure dates to allow the State to implement and complete the project(s) within the specified timeframes.
 8. Provide necessary direction to the State to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
 9. Identify any reporting requirements.
 10. Be reviewed and approved by a U.S. Forest Service Grants & Agreements Specialist.
 11. Be mutually agreed to, in writing, by all Parties and executed by the designated Signatory Officials.

In addition, if Timber Removal is anticipated, the Supplemental Project Agreement must include a detailed Timber Removal Plan, activities must be coordinated with the U.S.



Forest Service, and the State's timber sale contract must be reviewed and approved by a U.S. Forest Service delegated timber contracting officer.

F. PROGRAM INCOME

1. The State shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income shall be applied using the additive alternative as described in 2 CFR 200.307.
3. Unless the terms and conditions of the agreement provide otherwise, the State shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the applicable Cost Principles.

G. PERFORMANCE REPORTING. Performance reporting will be required for each Supplemental Project Agreement. There is no performance report required for this Master Agreement.

H. NOTICES. Any communications affecting the operations covered by this Master Agreement given by the U.S. Forest Service or the State is 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 Agreement, Attachment A.

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

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

- I. PARTICIPATION IN SIMILAR ACTIVITIES.** This Master Agreement in no way restricts the U.S. Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ELIGIBLE WORKERS.** The State 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 State shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Master Agreement.



- K. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Master Agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. **DRUG-FREE WORKPLACE.**
1. The State agree(s) that it will publish a drug-free workplace Statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The Statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions the State will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any agreement, the employee:
 - (1) Shall abide by the terms of the Statement, and
 - (2) Shall notify the State 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 State agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that the State may impose upon them for drug abuse violations occurring in the workplace.
 3. Without the Program Manager's expressed written approval, the policy Statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Agreement, or the completion date of this Master Agreement, whichever occurs first.
 4. The State agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, and identify the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the State learn(s) of the conviction.
 5. Within 30 calendar days of learning about an employee's conviction, the State shall either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or



rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

M. **NONDISCRIMINATION**. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

N. **AGREEMENT CLOSEOUT**. Within 90 days after expiration or notice of termination the Parties shall close out the agreement.

Any unobligated balance of cash advanced to the State must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR 200.345.

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

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

O. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to Master Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

P. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Q. **PUBLIC NOTICES**. It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The State is encouraged to give public notice of the



receipt of this Master Agreement and, from time to time, to announce progress and accomplishments.

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

- R. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction or with approval of the U.S. Forest Service becomes property of the United States. These improvements will be subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this Master Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable U.S. Forest Service regulations.
- S. **GOVERNMENT-FURNISHED PROPERTY.** The State may only use U.S. Forest Service property furnished under this Master Agreement for performing tasks assigned in this Master Agreement. The State shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Party Liability for Government Property.

1. Unless otherwise provided for in the Master Agreement, the State shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this agreement, except to the extent of State law when any one of the following applies—
 - a. The risk is covered by insurance or the State is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the State's managerial personnel. The State's managerial personnel, in this clause, means the State's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the State's business; all or substantially all of the State's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The State shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The State shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The State shall do nothing to prejudice the Government's rights to recover against



third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the G&A Specialist, the State shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Master Agreements of assignment in favor of the Government in obtaining recovery.

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

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

- By 30 days written notification by either Party, setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the Master Agreement must not accomplish the purpose for which the Master Agreement was made, the U.S. Forest Service may terminate the Master Agreement in its entirety upon 30 days written notice.

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

U. **DISPUTES**

1. Any dispute under this agreement must be decided by the U.S. Forest Service Signatory Official. The Signatory Official shall furnish the State a written copy of the decision.
2. Decisions of the U.S. Forest Service Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the State appeals the decision to U.S. Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the State.
3. In order to facilitate review of the record by the Director, AQM, the State shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final.



5. The final decision by the Director, AQM does not preclude the State from pursuing remedies available under the law.

- V. **DEBARMENT AND SUSPENSION.** The State shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should the State 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.

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

- W. **MODIFICATION.** Modifications within the scope of this Master Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 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.
- X. **PERIOD OF PERFORMANCE.** This agreement is executed as of the date of the U.S Forest Service signatory official signature and is effective through **June 20, 2027** at which time it will expire. This instrument may be extended by a properly executed modification.
- Y. **AUTHORIZED REPRESENTATIVES.** By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties, or their designee, are authorized to act in their respective areas for matters related to this Master Agreement. In witness whereof, the Parties have executed this Master Agreement as of the last date written below.

**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 0596-0239. The time required to complete this information collection is estimated to average 1 hour per response. The total response time to complete the entire package is estimated to average 4 hours, 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.



**ATTACHMENT A
PRINCIPAL CONTACTS**

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

Principal State of Nevada Contacts:

State Project Coordinator	State Administrative Contact
Bradley Crowell, DCNR Director 901 S. Stewart Street, Suite 1003 Carson City, NV 89701 775-684-2700 bcrowell@dcnr.nv.gov	Kelly Williams 901 S. Stewart Street, Suite 1003 Carson City, NV 89701 775-684-2703 k.williams@dcnr.nv.gov
Tony Wasley, NDOW Director 6980 Sierra Center Parkway Reno, NV 89512 775-688-1599 twasley@ndow.org	Katie Jameson 6980 Sierra Center Parkway Reno, NV 89512 775-688-1581 kajameson@ndow.org
Jim Barbee, NDA Director 405 S 21st Street Sparks, Nevada 89431 775-353-3601 jrbarbee@agri.nv.gov	Mark Stone 405 South 21st Street Sparks, NV 89431 775-353-3629 m.stone@agri.nv.gov

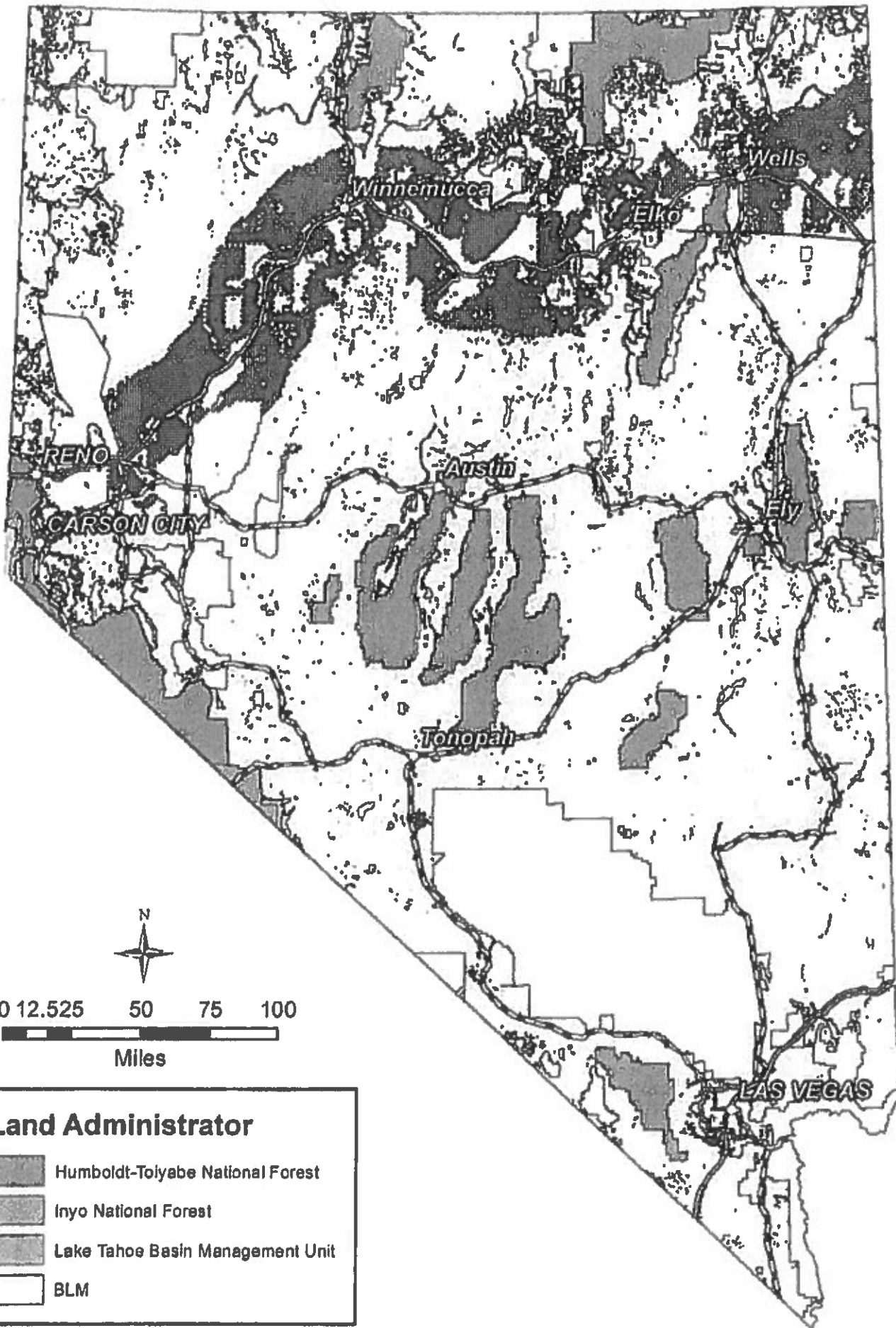
Principal Intermountain/Pacific Southwest Regions – U.S. Forest Service Contacts:

Forest Service Project Coordinator	Forest Service Administrative Contact
Bill Dunkelberger, Forest Supervisor, Humboldt-Toiyabe National Forest (R4) 1200 Franklin Way Sparks, Nevada 89421 775-355-5310 wadunkelberger@fs.fed.us	Byron Keely, Grants and Agreements Specialist, Southwest Idaho Nevada Acquisition Center (R4) 1249 S. Vinnell Way, Suite 200 Boise, ID 83709-1663 208-373-4266 byrondkeely@fs.fed.us



<p>Jeff Marsolais, Forest Supervisor, Lake Tahoe Basin Management Unit (R5) 35 College Drive South Lake Tahoe, CA 96150 530-543-2773 jmarsolais@fs.fed.us</p>	<p>Constance Zipperer, Lead Grants Management Specialist 1323 Club Drive Vallejo, CA 94592 707-562-9120 czipperer@fs.fed.us</p>
<p>Edward E. Armenta, Forest Supervisor Inyo National Forest 351 Pacu Lane Bishop, CA93514 760-873-2458 earmenta@fs.fed.us</p>	

Nevada Good Neighbor Authority





Bradley Crowell

BRADLEY CROWELL, DIRECTOR
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

8/15/17
Date

Tony Wasley

TONY WASLEY, DIRECTOR
NEVADA DEPARTMENT OF WILDLIFE

8/15/17
Date

Jim Barbee

JIM BARBEE, DIRECTOR
NEVADA DEPARTMENT OF AGRICULTURE

8/15/17
Date

Nora Rasure

NORA RASURE, REGIONAL FORESTER
U.S. FOREST SERVICE, INTERMOUNTAIN REGION (R4)

8-15-17
Date

Randy Moore

RANDY MOORE, Regional Forester
U.S. FOREST SERVICE, PACIFIC SOUTHWEST REGION (R5)

8/15/17
Date

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

Constance Zipperer

CONSTANCE ZIPPERER
U.S. Forest Service, Grants Management Specialist

10 August 2017
Date



FS Agreement No. 17-MU-1104600-028

BLM Agreement No. _____

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
STATE OF NEVADA,
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES,
NEVADA DEPARTMENT OF WILDLIFE,
NEVADA DEPARTMENT OF AGRICULTURE
And The
USDA, FOREST SERVICE
INTERMOUNTAIN REGION (R4), HUMBOLDT TOIYABE NATIONAL
FOREST,
PACIFIC SOUTHWEST REGION (R5), LAKE TAHOE BASIN MANAGEMENT
UNIT AND INYO NATIONAL FOREST SERVICE
AND THE
DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT - NEVADA STATE OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Nevada Department of Conservation and Natural Resources (DCNR), Nevada Department of Wildlife (NDOW), and Nevada Department of Agriculture (NDA), hereinafter referred to collectively as "the State"; the Department of Interior (DOI), Bureau of Land Management - Nevada State Office, herein after referred to as the "BLM"; the United States Department of Agriculture (USDA), Forest Service, Intermountain Region, Humboldt Toiyabe National Forest, and the Pacific Southwest Region, Lake Tahoe Basin Management Unit and Inyo National Forest, hereinafter referred to collectively as the "U.S. Forest Service."

Background: The U.S. Congress passed two laws expanding Good Neighbor Authority (GNA): the FY 2014 Appropriations Act and the 2014 Farm Bill. The Farm Bill permanently authorizes the GNA for both the U.S. Forest Service and the BLM, extending it to all 50 States and Puerto Rico. It excludes construction, reconstruction, repair, or restoration of paved roads, permanent roads, or parking areas; construction, alteration, repair, or replacement of public buildings or public works; as well as projects in wilderness areas, wilderness study areas, or lands where removal of vegetation is prohibited or restricted

Title: Nevada State Good Neighbor Partnership between the BLM (DOI) Nevada State Office and the U.S. Forest Service (USDA) in Regions 4 and 5



- I. PURPOSE:** The purpose of this MOU is to fully utilize the GNA and to promote cooperation between the Parties by documenting a framework for collaboration and work across State and Federal agency boundaries to achieve watershed restoration and forest management services, while respecting each agency's guidance and procedures, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Federal agencies are land management agencies dedicated to the stewardship and management of federal public lands (National Forest System, Bureau of Land Management public lands), including the responsibility for maintaining and improving resource conditions. The State has statutory responsibilities for rangeland, watershed, habitat and forest management on state and private lands.

The GNA provides a management tool to enable the State of Nevada, BLM, and the U.S. Forest Service to collaborate more closely in carrying out critical forest, rangeland, and watershed restoration activities, fuels reduction projects, and protection services. The Parties believe this tool will be most successful if it provides maximum flexibility to accommodate projects designed to address the full range of threats facing forests, both public and private. Flexibility is also needed to ensure that the State of Nevada, with its authorities and constraints, can utilize the GNA for maximum benefit.

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

III. THE PARTIES SHALL:

- A. Identify a representative to work collaboratively with the other Parties to achieve the intent of the GNA under their guidance and procedures.
- B. Meet periodically to identify approaches or activities that all Parties, some or individual Parties are undertaking to further the purpose of the MOU.
- C. Work to help increase capacity to maximize the effectiveness of the GNA.
- D. Work in collaboration with the State to identify and implement projects.

Under this MOU, the Parties agree to practice good faith efforts to realize the above described purposes and to further mutual interests through the successful implementation of individual projects and the benefits derived from such cooperation.

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



- A. **PRINCIPAL CONTACTS**. The Principal Contacts for this MOU are listed in Attachment A. This list may be updated as needed without formal modification to this MOU.
- B. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service, the State, or the BLM is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the State at the State's address shown in the MOU, or such other address designated within the MOU.

To the BLM at the BLM address shown in the MOU, or such other address designated within the MOU.

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

- C. **PARTICIPATION IN SIMILAR ACTIVITIES**. This MOU in no way restricts the U.S. Forest Service, the BLM, or the State from participating in similar activities with other public or private agencies, organizations, or individuals.
- D. **ENDORSEMENT**. Any contributions made under this MOU do not convey endorsement, by direct reference or implication of any of the Party's products or activities.
- E. **NONBINDING AGREEMENT**. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a Party require the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a Party, then the applicable criteria must be met. Additionally, under a prospective agreement, each Party



operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authority.

- F. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- H. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** The State or the BLM 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 must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- N. **TERMINATION**. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. **DEBARMENT AND SUSPENSION**. The State shall immediately inform the U.S. Forest Service if it or any of its principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the State or any of its principals receive a transmittal letter or other official Federal notice of debarment or suspension, then it shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. **MODIFICATIONS**. Modifications within the scope of this MOU must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. **COMMENCEMENT/EXPIRATION DATE**. This MOU is executed as of the date of the last signature and is effective through **December 31, 2021**, at which time it will expire.



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

Constance Zipperer

CONSTANCE ZIPPERER

U.S. Forest Service Grants Management Specialist

8 August 2017
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 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 20250-8410 or call toll free (866) 632-8992 (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.



R. AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties or their designee, are authorized to act in their respective areas for matters related to this MOU.


In witness whereof, the Parties hereto have executed this MOU as of the last date written below.



BRADLEY CROWELL, Director
Nevada Department of Conservation and Natural Resources
Date 8/15/17



TONY WASLEY, Director
Nevada Department of Wildlife
Date 8/15/17




JIM BARBEE, Director
Nevada Department of Agriculture
Date 8/15/17



NORA RASURE, Regional Forester
U.S. Forest Service, Intermountain Region (R4)
Date 8-15-17



RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region (R5)
Date 8/15/17



MARCI L. TODD, Acting State Director
Nevada State Office
USDOI, Bureau of Land Management
Date 8/15/2017