

FS Agreement No. 19-CS-11100100-077

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
ALASKA DIVISION OF FORESTRY
And The
USDA, FOREST SERVICE
ALASKA REGION

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Alaska Division of Forestry, hereinafter referred to as “ADO,” and the USDA, Forest Service, Alaska Region, Tongass National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation act of 1992, Pub. L. 102-154

Background:

In recent years timber sale offerings and timber sales in Southeast Alaska have declined drastically. For example, in the mid 1990’s Federal timber volume offered averaged approximately 250mmbf per year, by 2017 it had dropped to 24mmbf per year. This has put the survival of southeast Alaska wood product industries at risk of failing. The reduction in timber sales and resulting low industry output has contributed to an erosion of basic forestry layout expertise for both industry and forest management agencies. Woods and field personnel have moved out of southeast Alaska to fulfill their professional expectations and livelihood elsewhere.

Historically the U.S. Forest Service and the State of Alaska have managed removal of their timber resource by utilizing numerous logging systems. Ground-based tractor, rubber-tired skidders, and recently in the smaller diameter young-growth stands the use of harvesters. Cable systems including hi-lead and the more sophisticated sky-line configurations have in the past been successfully utilized. Typically for those areas isolated from a road system some aerial method, either helicopter or balloon was used.

The U.S. Forest Service, currently engaged in two large landscape analysis projects, has identified approximately 14,000 acres of uneven-age old growth timber located outside the capabilities of conventional ground-base and cable logging systems. The State and other land managers have similar situations where a helicopter could be utilized to access these isolated areas. Among these landowners it has become collectively recognized that all-lands will require an all-hands approach to provide an adequate supply of economically viable timber. The need for a coordinated, collaborative plan to train agency field crews and to strategically locate economical sales is paramount. It would be



preferable to have coordinated actions across ownerships. This would address the current reality of our constrained timber sale layout crew field knowledge, our challenging sustainable timber supply, and our dwindling industry capacity.

Recently Southeast Alaska lost its sole helicopter contractor, Columbia Helicopters, Incorporated. Their recent business decision to no longer conduct helicopter logging operations in southeast Alaska puts local land managers in jeopardy of not being able to treat isolated timber stands. Also, at risk is the inability to employ a helicopter for future Stewardship and Good Neighbor Agreement restoration projects. It is vital to access these inaccessible uneven-aged old growth tracts of timber. The reality is that this volume is needed by the local timber industry to help transition into the future young growth program.

With inherently high operating costs associated with helicopter logging future timber offerings will need to offer conventional logging along with helicopter volume. It has been estimated that at least 8-12mmbf per year over a 10-15-year period would be necessary to keep a helicopter in southeast Alaska. Unfortunately, the field knowledge and skill sets needed to maintain such a program appears to be incomplete. Recognizing that these knowledge gaps exist, and then subsequently following up with appropriate training opportunities would be essential in building long term practical field capacity within the agencies.

Title: Uneven aged old growth helicopter opportunities in Southeast Alaska-Training

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to develop a more technically skilled local workforce to accomplish a variety of forest management field tasks. Some of these tasks will be associated with locating, designing, understanding and incorporating economic considerations into timber sale project design and implementation. Economic old-growth 'bridge' timber is necessary during the next 15 years to sustain regional timber harvesting and manufacturing business during the transition to young growth management. There is, for example, a pressing need for agency pre-sale field personnel to advance their ability in designing economically viable helicopter logging units. This will be accomplished by offering opportunities to share knowledge through training cadres. These cadres will be made up of agency, industry, and partners having the appropriate expertise to address current deficiencies. The cadres will identify and teach necessary field skills to help stem the loss of critical on-the-ground pre-sale layout and logging expertise that is currently scarce in both agency's workforce. Practical agency knowledge of helicopter and cable logging systems associated with remote Southeast Alaska needs to be further developed.

The timber industry currently engaged in the harvest of both old and young growth forests throughout southeast Alaska has the expertise to address these needs. They can assist in identifying gaps in needed skill sets and assist in the appropriate on-the ground training. It is the desire of the U.S. Forest Service to reimburse ADOF for the U.S. Forest Service's



share of actual expenses incurred, not to exceed \$1,500,000.00 over the five year life of this agreement.

Among landowners and the Forest Service it has become collectively recognized that a more concentrated and focused training program would improve timber output by providing more economical timber sales.

This agreement will be implemented in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and Alaska Division of Forestry agree that maintaining a viable forest products industry is critical for maintaining a healthy regional economy. The forest products industry aids in promoting community development and helps forest land owners manage their forest resources, provide wildland fire suppression, and provides expertise and a workforce for restoration projects.

A viable forest products industry is reliant on economical timber sales. Both parties have concluded that they need to further increase their local forestry workforce layout skills; specifically, with identifying economical helicopter logging opportunities. The timber industry along with select agency personnel have the expertise to address and share skills needed by both ADOF and U.S. Forest Service. Both parties realize the mutual benefit of engaging stakeholders who understand and who are working regularly in wood product industry. Those who are familiar with the myriad of challenges associated with operating in the Alexander Archipelago can help provide the U.S. Forest Service and ADOF a much better opportunity for successfully developing economical timber sales. The following list presents an array of mutual benefits and interests.

- Share information and expertise to train forest management agency pre-sale personnel to accomplish all field tasks necessary to identify and mark timber sale units which can then be successfully and economically harvested by helicopter, ground-based, and cable logging systems;
- Provide opportunities to involve field-going foresters, forestry technicians and seasonal workforce with on-the-job training (OJT) that might include old growth timber cruising, unit and landing location, road location, road construction considerations, and harvest operations. Following field time with cadre members the experience gained by participating field crew members will provide them with additional skill sets allowing them to work independently with minimal supervision;
- Both agencies will benefit from on-the-job training and shared educational opportunities;
- Success will promote local timber industry retention by providing economic sales;
- Both parties share an interest in providing opportunity to continue an economic and sustainable helicopter logging program;



- Interest is shared to provide raw products to local industry before the transition to young growth begins;
- Both parties are interested and will benefit by having a helicopter located in southeast Alaska for use in current and future restoration projects.
- Both parties are committed to working with all stakeholders and landowners to improve timber harvesting knowledge, participating in cross-training, shared resources, and the ability to work across numerous land-ownerships.
- Forest management agency field-going employees would benefit from more hands-on specific training in timber sale layout, road location, evaluating logging feasibility and other field tasks necessary to prepare and offer economically viable timber sales.

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

III. ADOF SHALL:

- LEGAL AUTHORITY.** ADOF shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- USE OF GOVERNMENT OWNED VEHICLES.** U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL.** ADOF may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- Will provide cadre members to work with the U.S. Forest Service to help perform the tasks described. ADOF and their cadre members will work closely with the U.S. Forest Service to develop program of work and yearly complete an annual operating plan with appropriate yearly financial plan.

IV. THE U.S. FOREST SERVICE SHALL:

- PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse ADOF for the U.S. Forest Service's share of actual expenses incurred, with an estimated



annual expense not to exceed \$300,000.00 per year as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of ADOF's quarterly invoice. Each invoice from ADOF must display the total project costs for the billing period, separated by U.S. Forest Service and ADOF share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display ADOF's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. ADOF name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and ADOF share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement."
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Dave Zimmerman, POB 21628, Juneau, AK 99801

- B. Provide GIS layers and any associated data needed to provide estimates of isolated uneven aged old growth helicopter ground.
- C. Include State and Industry representatives as knowledgeable stakeholders in the review of information for specific landscapes from which future projects can be planned.
- D. Agency field crews will be made available to cadre and AFA representatives: to walk units, watersheds or landscapes from which collaborative review identifies a high probability for economical operability.



- E. Provide time for agency personnel from the Forest and Districts to evaluate project area opportunities for further consideration for a 10-15 year helicopter harvest plan.
- F. Jointly develop with ADOF an annual program of work with deliverables, operating plan, and financial plan

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

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
James A. Eleazer 550 West 7 th Suite 1450 Anchorage, AK 99501 Telephone: (907) 269-8481 Cell: (907) 205-8687 Email: jim.eleazer@alaska.gov	Joel R. Del Rosario 550 West 7 th Suite 1450 Anchorage, AK 99501 Telephone: (907) 269-8477 Cell: (907) 240-7022 Email: joel.delrosario@alaska.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Dave Zimmerman PO Box 21628 Juneau, AK 99801 Telephone: 907-586-8742F FAX: 907-586-7877 Email: david.zimmerman@usda.gov	Name: Pamela Ward Address: 709 West 9 th St. City, State, Zip: Juneau, AK 99801 Telephone: (470) 215-3437 FAX: Email: pamela.ward@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or ADOF are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To ADOF, at the address shown in the agreement or such other address designated within the agreement.

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



- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or ADOF from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of ADOF's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of ADOF's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for ADOF to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service ADOF to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service ADOF will notify the ADOF when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. ADOF agree(s) that any of their 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 ADOF hereby willingly agree(s) to assume these responsibilities.
- Further, ADOF shall provide any necessary training to ADOF's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. ADOF shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should



contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- I. **ELIGIBLE WORKERS.** ADOF 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). ADOF shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** ADOF 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.
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

ADOF 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

ADOF 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



ADOF shall maintain effective control over and accountability for all U.S. Forest Service funds. ADOF 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 and used solely for authorized purposes.

4. Source Documentation

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

- L. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of \$150,000.00 are currently available for performance of this agreement through September 30, 2023. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until ADOF receives notice of availability confirmed in a written modification by the Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP

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

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.



- N. OVERPAYMENT. Any funds paid to ADOF in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by ADOF 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 ADOF.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

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

- O. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to ADOF must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

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

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

- P. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.



- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

ADOF shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with ADOF's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

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

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

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

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

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

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



- T. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. ADOF is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Alaska Region, Tongass National Forest of the U. S. Forest Service, Department of Agriculture"
- ADOF may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. ADOF is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.
- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of ADOF's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles ADOF to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following ADOF's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). ADOF must maintain cost and price analysis documentation for potential U.S. Forest Service review. ADOF is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. ADOF may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. ADOF shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.



1. Unless otherwise provided for in the agreement, ADOF shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or ADOF is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of ADOF's managerial personnel. ADOF's managerial personnel, in this clause, means ADOF's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of ADOF's business; all or substantially all of ADOF's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. ADOF shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. ADOF 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. ADOF shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, ADOF shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Y. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. ADOF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws



on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. ADOF shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

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

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

"This institution is an equal opportunity provider."

- CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If ADOF materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by ADOF or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for ADOF's program;
4. Withhold further awards for the program, or



5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

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

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

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

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

FF. DEBARMENT AND SUSPENSION. ADOF 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 ADOF 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.

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

- (a) The recipient may not require its employees, contractors, or sub recipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or



otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or sub recipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

HH. MODIFICATIONS. Modifications within the scope of this 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.

II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through September 30, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



JJ. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JOHN 'CHRIS' MAISCH, State Forester & Director
Alaska Division of Forestry

7/12/19
Date

For

DAVID SCHMID, Regional Forester
U.S. Forest Service, Juneau, AK

7/12/19
Date

The authority and format of this agreement [19-CS-11100100-077] have been reviewed and approved for signature.

PAMELA W. WARD
U.S. Forest Service Grants Management Specialist

7/12/19
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.

Attachment A
Five year overview of Statement of Work

Expected accomplishments and products (in no particular order) over the life of this agreement:

1. Partners to select cadre members.
2. Cadre members formulate realistic expectations with yearly time schedules, yearly program of work with deliverables, and yearly financial plan.
3. Partners together with participating consultants develop a cadre “training syllabus” for each year to keep focused on agency expectations and direction.
4. Train by end of year two and each following year 3-5 field crew member to a skill level where they can work independently, with minimal oversight. During the field season training will also be directed toward seasonal crews that typically are onboard each upcoming year.
5. Develop a strategy to help both agency’s workforce secure knowledge in economical helicopter unit lay-out, as well as cable logging designs and road location techniques. In this process complete ground layout on current proposed projects.
6. Produce GIS map of potential un-even aged old growth stands suitable for helicopter harvest opportunities.
 - Estimated due date late summer of 2019
7. Utilizing data gathered from the previous Challenged Cost Share agreement, provide a GIS map of isolated young growth stands which show the potential for helicopter harvesting.
8. Cadre to Coordinate with State, Tongass NF District and SO timber management staff to produce a draft 10-15 year helicopter sale program on Federal Lands with complimenting private land offerings with the following suggested caveat;
 - Harvesting eight to ten mmbf per year;
 - Utilizing two or three 10 year length stewardship contracts.
9. Identify from POW LLA and CT LLA realistic restoration projects across land ownerships that could entail helicopter support.
10. Develop assessment of needs for helicopter use across all lands for SE Alaska
11. Work with Silviculture and timber sale administration individuals in developing economic and ecologically sound silvicultural prescriptions.
12. Train and utilize agencies crews to better prepare them to train the next generation of agency forestry crews.
13. Yearly ‘after action review’ of previous year’s program of work.

Attachment B
2019 Statement of Work

Expected accomplishments and products (in no particular order) for FY 2019:

1. Partners meet for initial meeting to formalize 2019 statement of work and develop a time line for remainder of the FY. The outcome from this meeting will also confirm the anticipated deliverables (e.g. number of field crew members to receive initial 'hands on' training, estimated number of unit boundaries located and layed out).
2. Select first year cadre members and field personnel that will be working with them.
3. Together, partners will develop expectations for the remaining field season, project needs for fall work, time line to accomplish anticipated work and expected outcomes for FY20 field season.
4. USFS to produce GIS map of potential un-even aged old growth stands so cadre can begin developing program and work and an action plan for the next 6 and 12 months.
5. Utilizing district knowledge identify "problem" harvest opportunities that need refinement and begin field layout on these 'units'.

Attachment: C

 USFS Agreement No.: 19-CS-11100100-077
 Cooperator Agreement No.:

Mod. No.: 0

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	(e)
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	Total
Direct Costs					
Salaries/Labor	\$25,784.00	\$19,635.00	\$30,086.00	\$0.00	\$75,505.00
Travel	\$0.00	\$9,574.00	\$0.00	\$0.00	\$9,574.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$3,377.00	\$0.00	\$0.00	\$3,377.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$93,697.89	\$54,500.00	\$0.00	\$148,197.89
Other					\$0.00
Subtotal	\$25,784.00	\$126,283.89	\$84,586.00	\$0.00	\$236,653.89
Coop Indirect Costs		\$23,716.11	\$15,885.25		\$39,601.36
FS Overhead Costs	\$2,578.40				\$2,578.40
Total	\$28,362.40	\$150,000.00	\$100,471.25	\$0.00	\$278,833.65
Total Project Value:					\$278,833.65

Matching Costs Determination

Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 63.97%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 36.03%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Key Personnel	Cost/Day	# of Days	Total
Deputy Ranger Tyler Gunn	\$549.00	8	\$4,392.00
Acting Forest Timber Staff	\$582.00	8	\$4,656.00
Logging Stan McCoy	\$540.00	16	\$8,640.00
POW TMA Nick Reynolds	\$372.00	16	\$5,952.00
Dave Zimmerman	\$536.00	4	\$2,144.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$25,784.00

Subtotal Direct Costs

\$25,784.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$25,784.00	\$2,578.40
Total FS Overhead Costs		\$2,578.40

TOTAL COST

\$28,362.40

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
LTNP Project Mgr., Jim Ele:	0.5	\$35.00	65	\$2,275.00
LTNP Forester III, Mike Coc	8	\$560.00	31	\$17,360.00
Non-Standard Calculation				

Total Salaries/Labor	\$19,635.00
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Travel

Standard Calculation					
Travel Expense		Cost/Trip/day	# of Trips	# days	Total
Forester III per diem, meals		\$60.00		31	\$1,860.00
Forester III lodging		\$94.00		31	\$2,914.00
Forester III travel		\$1,600.00	3		\$4,800.00
Non-Standard Calculation					

Total Travel	\$9,574.00
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Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Field supplies		1.00	\$615.00	\$615.00
Office tech		1.00	\$1,400.00	\$1,400.00
Field tech		1.00	\$1,362.00	\$1,362.00
				\$0.00
Non-Standard Calculation				

Total Supplies/Materials	\$3,377.00
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Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses

Standard Calculation					
Item		cost / day	# of days	# trips	Total
contract forester I		\$1,250.00	20		\$25,000.00
contract forester II		\$1,250.00	20		\$25,000.00
contract forester III		\$1,250.00	20		\$25,000.00
lodging		\$94.00	60		\$5,640.00
per diem meals		\$55.00	60		\$3,300.00
travel		\$1,600.00	6		\$9,757.89
Non-Standard Calculation					
Cooperative agreements for training includes \$125 per hr, plus expenses and 12.5% admin indirect costs.					
Total Other					\$93,697.89

Subtotal Direct Costs

\$126,283.89

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
18.78%	\$126,283.89		\$23,716.11
Total Coop. Indirect Costs			\$23,716.11

TOTAL COST

\$150,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Job Description	Annual Cost	% of Annual	Total
DOF Director	\$208,706.00	0.05	\$10,435.00
DOF Deputy Director	\$226,186.00	0.05	\$11,309.00
DOF Admin Chief	\$166,831.00	0.05	\$8,342.00

Total Salaries/Labor			\$30,086.00
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Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

State Forest Parcel at Hollis road upgrade	\$54,500.00
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Total Other	\$54,500.00
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Subtotal Direct Costs

\$84,586.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
18.78%	\$84,586.00		\$15,885.25

Total Coop. Indirect Costs	\$15,885.25
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TOTAL COST

\$100,471.25