

**Golden State Finance  
Authority (GSFA)  
Board of Directors Meeting**



**Wednesday, April 28, 2021  
11:00 a.m.**

**1215 K Street, Suite 1650  
Sacramento, California 95814**

**Golden State Finance Authority (GSFA)  
Board of Directors Meeting  
Wednesday, April 28, 2021, 11:00 a.m.  
1215 K Street, Suite 1650  
Sacramento, CA 95814**

In accordance with Executive Orders N-25-20 and N-29-20, the April 28, 2021 GSFA Board of Directors meeting will be held virtually.

**MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON**

The April 28, 2021 GSFA Board of Directors Meeting will be facilitated virtually through Zoom. Members of the public can watch or listen to the meeting using one of the following methods:

1. Join the Zoom meeting application on your computer, tablet or smartphone:

Go to: <https://rccrcnet.zoom.us/j/99929290239?from=addon>

Enter Password: 041469

2. Call-in and listen to the meeting:

Dial +1 (669) 900-9128

Enter meeting ID: 999 2929 0239

Enter password: 041469

**PUBLIC COMMENT USING ZOOM:** Members of the public who join the Zoom meeting, either through the Zoom app or by calling in, will be able to provide live public comment at specific points throughout the meeting.

**EMAIL PUBLIC COMMENT:** One may also email public comment to [mdemelo@rccrcnet.org](mailto:mdemelo@rccrcnet.org) before or during the meeting. All emailed public comments will be forwarded to all GSFA Board of Directors members.

**DISABLED ACCOMMODATION:** If you have a disability which requires an accommodation or an alternative format to assist you in observing and commenting on this meeting, or an alternative agenda document format, please contact GSFA at (916) 447-4806 or by email at [mdemelo@rccrcnet.org](mailto:mdemelo@rccrcnet.org) by 11:00 a.m. Tuesday, April 27<sup>th</sup> to ensure arrangements for accommodation.

**AGENDA**

**1. Call to Order & Determination of Quorum**

*Chair, Supervisor Bob Williams, Tehama County*

**2. Approval of Minutes – March 10, 2021 Board Meeting**

*Board Members absent from the meeting will be recorded as abstained unless the Board Member indicates otherwise*

**Page 1**

**3. Member County Concerns and Issues**

**4. Public Testimony**

*Presentation only of any matters of concern to the general public*

5. **Executive Director Report**  
*Patrick Blacklock, Executive Director*
  
6. **Proposed Supplemental Project Agreement with the Modoc National Forest for the Modoc West Zone Plantation Fire Risk Analysis – ACTION** **Page 6**
  - a. *Adopt CEQA finding that the proposed Supplemental Project Agreement is not a “project,” and is further covered by the Class 6 Categorical Exemption*
  - b. *Authorize the Executive Director to Negotiate and Execute the Supplemental Project Agreement**Patrick Blacklock*
  
7. **Fiscal Update**  
*Lisa McCargar, Chief Financial Officer*  
*Milena De Melo, RCRC Controller*
  
8. **GSFA Resolution 21-04: Authorizing Appointment of GSFA Financing Action Team to Review and Approve Financing and Related Actions for Specific Multi-Family, Public Infrastructure, and Real Property Improvement or Rehabilitation Projects, and Issuance of Mortgage Revenue Bonds – ACTION** **Page 59**  
*Craig Ferguson, Deputy Director*
  
9. **Program Updates**  
*Craig Ferguson*
  
10. **Economic Development Updates**  
*Barbara Hayes, RCRC Chief Economic Development Officer*
  - A. **Broadband Investment Opportunities** **Page 64**
  
11. **Adjournment**

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please call Milena De Melo at (916) 447-4806 at least 48 hours before the meeting.

Agenda items will be taken as close as possible to the schedule indicated. Any member of the general public may comment on agenda items at the time of discussion. In order to facilitate public comment, please let staff know if you would like to speak on a specific agenda item.



**Golden State Finance Authority  
Board of Directors Meeting  
March 10, 2021  
11:00 a.m.  
1215 K Street, Suite 1650  
Sacramento CA 95814**

**MINUTES**

**Call to Order & Determination of Quorum**

Chair, Supervisor Bob Williams, Tehama County, called the meeting to order at 12:47 p.m. A quorum was determined at that time. Those present:

<b><u>Supervisor</u></b>	<b><u>County</u></b>
David Griffith	Alpine
Doug Teeter	Butte
Denise Carter	Colusa
Gerry Hemmingsen	Del Norte
Lori Parlin	El Dorado
Paul Barr	Glenn
Rex Bohn	Humboldt
Michael Kelley	Imperial
Matt Kingsley	Inyo
Gary Bridges	Lassen
EJ Crandell	Lake
David Rogers	Madera
Miles Menetrey	Mariposa
Glenn McGourty	Mendocino
Daron McDaniel	Merced
Geri Byrne	Modoc
Stacy Corless	Mono
Chris Lopez	Monterey
Diane Dillon	Napa
Dan Miller	Nevada
Jim Holmes	Placer
Bob Tiffany	San Benito
John Peschong	San Luis Obispo
Les Baugh	Shasta
Lee Adams	Sierra
Michael Kobseff	Siskiyou
Mat Conant	Sutter
Bob Williams	Tehama
Dennis Townsend	Tulare

Kathleen Haff                      Tuolumne  
Randy Fletcher                      Yuba

**Absent**

Brian Oneto                      Amador  
Jack Garamendi                      Calaveras  
Kevin Goss                      Plumas  
Jeremy Brown                      Trinity  
Angel Barajas                      Yolo

**Others in Attendance**

Greg Norton, Executive Director  
Craig Ferguson, Deputy Director  
Lisa McCargar, Chief Financial Officer  
Barbara Hayes, RCRC Chief Economic Development Officer  
Terrance Rodgers, RCRC Economic Development Officer  
Sarah Bolnik, RCRC Economic Development Officer  
Paul A. Smith, RCRC Senior Vice President Governmental Affairs  
Maggie Chui, RCRC Senior Governmental Affairs Coordinator  
Dorothy Poole, RCRC External Affairs Coordinator  
Arthur Wylene, RCRC Legal Counsel  
Tracy Rhine, RCRC Senior Legislative Advocate  
Staci Heaton, RCRC Senior Regulatory Affairs Advocate  
John Kennedy, RCRC Legislative Advocate  
Leigh Kammerich, RCRC Regulatory Affairs Coordinator  
Sarah Dukett, RCRC Legislative Advocate  
Sidd Nag, RCRC Legislative Advocate  
Milena De Melo, RCRC Controller  
Elizabeth Jensen, RCRC Assistant Controller  
Sanjay Analyst, RCRC Financial Analyst  
Pat Blacklock, Incoming Executive Director  
Mary Pitto, RCRC Regulatory Affairs Advocate (annuitant)  
Crystal Crawford, Ygrene Energy Fund  
Randy Hanvelt, CA Loggers Association  
Julie Tone, AT&T External Affairs Director, California  
Sue Hoek – Nevada County Alternate  
Marshall Long, Mariposa County Alternate  
Terry Woodrow, Alpine County Alternate

**Approval of Minutes – January 13, 2021 Board Meeting**

*Board Members absent from the meeting will be recorded as abstained unless the Board Member indicates otherwise*

**Supervisor Dan Miller, Nevada County, motioned to approve the minutes of the January 13, 2021 GSFA Board of Directors Meeting. Supervisor Rex Bohn, Humboldt County, seconded the motion. Motion unanimously passed.**

**AYE: Alpine, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lassen, Madera, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, San Benito, Shasta, Sierra, Siskiyou, Sutter, Tehama, Tuolumne, Yuba**

**NAY: None**

**ABSTAIN: None**

**ABSENT: Amador, Calaveras, Imperial, Lake, Mariposa, Plumas, San Luis Obispo, Trinity, Tulare, Yolo**

### **Member County Concerns**

None

### **Public Testimony**

Daniel Lewis, from Bet Tzedek (advocacy group) discussed the recent bankruptcy from Renovate America and the spotlight it shed on the PACE program. He recommended GSFA ensure the PACE program is at least following the program requirements and rules and suggested GSFA establish a restitution fund.

### **GSFA Program Investment – ACTION**

Craig Ferguson, Deputy Director, provided an update to the existing down payment assistance (DPA) program/s. The board previously approved up to \$30MM of existing resources toward an investment in its DPA program, specifically the Open Doors Program. Mr. Ferguson requested an approval of the Board for GSFA to commit an additional \$10MM of existing resources to provide DPA in the form of second mortgage loans in conjunction with the existing DPA program/s.

### **Recommendation**

It is recommended the GSFA Board of Directors approve an additional commitment of up to \$10MM of existing resources to provide DPA in the form of second mortgage loans in conjunction with the existing DPA program/s.

**Supervisor Michael Kobseff, Siskiyou County, motioned to approve the recommendation above approving an additional commitment of up to \$10MM of existing resources to provide DPA in the form of second mortgage loans in conjunction with the existing DPA program/s. Supervisor Stacy Corless, Mono County, seconded the motion. Motion unanimously passed with a roll call.**

**AYE: Alpine, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Lassen, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, San Benito, Shasta, Sierra, Siskiyou, Tehama, Tulare, Tuolumne, Yuba**

**NAY: None**

**ABSTAIN: None**

**ABSENT: Amador, Calaveras, Lake, Madera, Mariposa, Mendocino, Plumas, San Luis Obispo, Sutter, Trinity, Yolo**

## **Program Updates**

Mr. Ferguson provided an update on the existing Housing and Energy Programs.

Supervisor Michael Kobseff, Siskiyou County expressed his appreciation to Mr. Ferguson and the team for the Revolving Loan Fund/Bridge Financing program.

Supervisor David Rodgers, Madera County, inquired as to which districts are eligible for this program. Both Mr. Ferguson and Arthur Wylene, RCRC General Counsel, briefly summarized the qualifications as outlined in resolution 20-06 approved by the Board of Directors.

## **Fiscal Update**

Milena De Melo, RCRC Controller, provided a fiscal update for GSFA, including total cash position as of December 31, 2021 as well as GSFA's commitments through December 31, 2020 and February 28, 2021.

## **GSFA 2021 Proposed Revised Budget and Claims Settlement Resolution 21-03 – ACTION**

Lisa McCargar, Chief Financial Officer, discussed the proposal to amend GSFA's 2021 Budget to include a reduction in Contract Service Fees. A revision has been deemed appropriate effective April 1, 2021. Some of the personnel and direct costs related to the forest resiliency project originally allocated to GSFA will now be allocated to GSNR. The amount of contract service fees paid to RCRC are being reduced by \$855,750 for a total revised fee of \$4,652,250.

Mr. Wylene, summarized Resolution 21-03 which would ensure that the Executive Director is empowered to respond to any minor claims that might arise in the course of GSFA's business, including from the PACE program, up to the statutory maximum of \$50,000.

## **Recommendations**

It is recommended that the GSFA Board of Directors approve the following recommendations:

1. Approve the attached proposed 2021 GSFA Revised Operating Budget.
2. Approved the attached Resolution 21-03, Resolution of the Board of Directors of GSFA authorizing the Executive Director to Settle Minor Claims.

**Supervisor Michael Kobseff, Siskiyou County, motioned to approve the recommendations above. Supervisor Diane Dillon, Napa County, seconded the motion. Motion unanimously passed with a roll call.**

**AYE: Alpine, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono,**

**Monterey, Napa, Nevada, Placer, San Benito, San Luis Obispo, Shasta, Sierra, Siskiyou, Tehama, Tulare, Tuolumne, Yuba**

**NAY:** None

**ABSTAIN:** None

**ABSENT:** Amador, Calaveras, Imperial, Plumas, Sutter, Trinity, Yolo

### **Economic Development Update**

Greg Norton, Executive Director provided an update on GSNR including:

- Progress on engineering and design
- Port selection
- Additional site selection
- Use of rail
- Offtake agreements with Japan
- Future investing

Barbara Hayes, RCRC Chief Economic Development Officer, provided an update on broadband and the work that RCRC staff is doing on behalf of our member counties from the resources as allocated in the CARES Act and American Rescue Plan Act. Additionally, Ms. Hayes indicated that GSFA continues to strategize in the area of broadband, outlining the areas of future focus.

### **Adjournment**

GSFA Chair, Supervisor Bob Williams, Tehama County, adjourned the meeting of the GSFA Board of Directors at 1:31 p.m.



---

**To:** GSFA Board of Directors  
**From:** Patrick Blacklock, Executive Director  
**Date:** April 23, 2021  
**Re:** Adopt finding that the proposed Supplemental Project Agreement with the Modoc National Forest for the Modoc West Zone Plantation Fire Risk Analysis is not a project as defined in CEQA Guidelines section 15378, and is further exempt from CEQA review under CEQA Guidelines section 15306 (Class 6 Categorical Exemption) – **ACTION**

Authorize the Executive Director to Negotiate and Execute a Supplemental Project Agreement with the Modoc National Forest for the Modoc West Zone Plantation Fire Risk Analysis - **ACTION**

---

**Summary**

GSFA has entered into a 20-year Master Stewardship Agreement (MSA) with the United States Forest Service, Pacific Southwest Region (Region 5), covering the majority of forest land in California. The MSA establishes a framework for the forest resiliency and fuel reduction projects contemplated by the Golden State Natural Resources, Inc. (GSNR) initiative. Individual projects under the MSA are authorized through Supplemental Project Agreements (SPAs). While SPAs often involve physical fuel reduction operations in the forest, they may also be used to facilitate administrative tasks, such as planning and environmental review.

The Modoc National Forest (part of Region 5) is presently developing the Modoc West Zone Plantation Fire Risk Analysis, which will review approximately 40,000 acres of conifer tree plantations within the Forest, determine which are at the highest risk of loss from wildfire, and prioritize areas for thinning and biomass material removal. The Analysis will specifically focus on fuel reduction actions that will be eligible for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA), and thus may be undertaken relatively quickly.

The Forest Service has solicited the assistance of GSFA and GSNR in performing the NEPA review for the Analysis and preparing the CE and related documentation to allow such fuel reduction actions to proceed. The NEPA review and related work is anticipated to cost approximately \$339,000 (based upon a proposal from GSFA's contracted environmental consultant, Dudek). The Forest Service would provide a grant of \$250,000 towards these costs, implemented through a SPA between the Forest Service and GSFA. GSNR, through its President, has committed to reimburse GSFA for the

remainder of the cost, which is not expected to exceed \$100,000. While the specific details of the work and budget remain under negotiation, a preliminary draft of the SPA providing additional information regarding the nature and scope of the project is attached for the Board's consideration.

The Analysis will identify potential future fuel reduction projects in the Modoc National Forest, which may be appropriate for GSNR to perform in the event that initiative is ultimately approved and undertakes operations in that area of California. More broadly, even if GSNR itself does not ultimately perform these projects, assisting the Forest Service in planning for the removal of fire fuels, thereby reducing wildfire risk in member counties, supports the purposes of both GSFA and GSNR. It is therefore recommended that the Board authorize the Executive Director to negotiate and execute an SPA for this work as set forth above.

**CEQA Determination:**

GSFA will be the CEQA lead agency for the contemplated future public-private partnership with GSNR and other investors. However, this proposed SPA merely provides for performance of environmental review, and does not commit GSFA or GSNR to any specific fuel reduction or other activities that could have potential environmental impact. Consequently, the proposed SPA is not a "project" as defined in CEQA Guidelines section 15378, and is further covered by the Class 6 Categorical Exemption because it consists of basic data collection and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

**Recommendation:**

It is recommended that the GSFA Board of Directors approve the CEQA finding and authorize the Executive Director to negotiate and execute a Supplemental Project Agreement with the U.S. Forest Service, Modoc National Forest for the Modoc West Zone Plantation Fire Risk Analysis

**Attachment:**

- GSFA Master Stewardship Agreement
- DRAFT Supplemental Project Agreement



FS Agreement No. 20-SA-11052000-002

Cooperator Agreement No. \_\_\_\_\_

**MASTER  
STEWARDSHIP AGREEMENT  
Between The  
Golden State Finance Authority  
And the  
USDA FOREST SERVICE, Pacific Southwest Region**

This Master Stewardship Agreement is hereby made and entered into by and between Golden State Finance Authority, A California Joint Powers Authority and affiliate entity of the Rural County Representatives of California, hereinafter referred to as "GSFA," and the USDA Forest Service, Pacific Southwest Region, hereinafter referred to as the "Forest Service," under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205.

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

The area addressed in this Master Stewardship Agreement is known as the Pacific Southwest Region of the Forest Service covering the proclaimed administrative boundaries of the 18 National Forest and lies within the borders of the State of California. This area includes an un-estimated number of acres to be treated during the term of this Master Stewardship Agreement.

California's forests play a critical role in the health and resiliency of local communities and the environment. Forests provide headwaters and natural water storage capacity, clean air, wildlife habitat, recreation, wood products, and employment opportunities. Decades worth of forest health decline due to numerous factors such as fire suppression, urban/wildland development and encroachment, decline in strategic forest management activities due to various challenges, has put these benefits in jeopardy

**I. PURPOSE:**

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

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

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

Having participated in substantial program development and capital finance efforts over the past 25 years, GSFA is interested in entering into a largescale program to perform forest thinning treatment and opening of canopies, and to remove and utilize primarily low and no value woody biomass from forested lands throughout the state of California, thus reducing wildfire risk and contributing to the much needed forest restoration work across the state. (“Woody biomass” includes all vegetative materials grown in forest, woodland or rangeland environments that are the results of management, restoration or hazardous fuel reduction treatments; and woody biomass utilization is the harvest, sale, trade or use of biomass to produce a product or energy.)

GFSA has identified an opportunity to aid in the restoration of California’s forests that will contribute to achieving desired environmental, economic, and public safety outcomes such as watershed enhancement and forest resiliency, job creation, and investment into rural California while decreasing the impact of catastrophic wildland fire. GFSA proposes to remove woody biomass and process it into marketable products, including but not limited to biomass fuel pellets, at modernized processing facilities located in rural California. The products will then be sold to generate revenue to continue operation of the program. This innovative solution can achieve sizeable forest restoration work while realizing a vision of environmental and economic success for forests and rural communities.

GFSA will work with public and private partners and contractors to remove low and no value woody biomass such as brush, overgrowth, slash, and dying trees with little or no value as timber from California’s forests. It is not the focus of the proposed program to remove or utilize merchantable saw logs as timber, other than incidental volumnes associated with forest fuels treatment projects and restoration projects; provided that GSFA may be allowed to remove and utilize unmarketable sawlogs if so provided in an approved SPA. This project will contribute to the process of restoring California’s forests over time as public and private land managers continue to progressively manage the health of the state’s forests and wildlands through their limited available resources. In addition to forest restoration, this project would also begin to revitalize the wood products industry in California resulting in increased investments and employment in rural California and overall economic gain for the state and the Nation as biomass related-goods are exported.

The Parties recognize that, currently, the cost of biomass removal exceeds the market value, if any, for such material and that the mutual success of developing an economically viable market for such material will depend on a reliable long term supply, reliable markets, and financial feasibility for removing and utilizing the material. In building this market, the parties will use a fair and transparent process for assigning value to woody biomass material. To the extent permitted under applicable law, the parties agree to use a method for appraising the market value of woody biomass material that takes into account fluctuations in value over the 20-year term of

this agreement, and gives GSFA credit for any increase in value resulting from GSFA's efforts. If necessary, the Forest Service will seek approval to use such a valuation method from the Washington Office, Director of Forest Management in accordance with Section 62.3 of Forest Service Handbook 2409.19, chapter 60 ("Other appraisal methods for forest products may be allowed upon approval of the Washington Office, Director of Forest Management.")

The benefits derived from this project include the following:

- Increase the number of acres of forest land treated substantially over the next twenty years.
- Decrease forest fuel loadings, resulting in enhancing forest resiliency and reducing the risk of uncharacteristic catastrophic wildfires and improving air quality.
- Limit the other environmental harms caused by uncontrolled wildfire.
- Restore ecological/watershed functions through forest restoration activities resulting in improved watershed conditions resulting in cleaner and more plentiful water.
- Enhance wildlife habitat
- Reduce firefighting costs and enhance safety for firefighters.
- Revitalize the wood products industry and encourage innovation in rural California resulting in jobs, investment, and improved economies.
- Enhance public safety for residents, visitors, communities, and infrastructure.
- Preserve recreation and tourism areas.
- Provide an economical solution to the largescale removal of biomass from the state's forests.
- Accelerate excess biomass removal from our forests by mobilizing and deploying market-based solutions, therefore decreasing impacts on the Forest Service budget and staffing.
- Provide an innovative public-private partnership solution spearheaded by a government entity, GSFA, with a public purpose mandate.
- Promote international trade through increasing U.S. exports
- Enhance carbon sequestration.

This Master Stewardship Agreement will provide an opportunity for the parties to seek funding to expand partnership opportunities, and to garner new and additional support from partners, including but not limited to the timber industry, Federal and non-Federal entities, tribal entities, and GSFA's members and volunteers. Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

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

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

It is therefore mutually beneficial for the parties to work together to implement landscape

restoration and enhancement projects.

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

**III. THE PARTNER SHALL:**

- A. LEGAL AUTHORITY. GSFA shall have the legal authority to enter into this Master Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonFederal share of project costs, when applicable.
- B. Coordinate with agencies, contractors, and organizations in the implementation of project work associated with this Master Stewardship Agreement.
- C. Coordinate with the Forest Service to develop Supplemental Project Agreements (SPAs) under this master agreement.
- D. Provide qualified personnel or contractors to implement tasks identified in SPAs under this Master Agreement including coordinating and completing and/or assisting with completing the planning, design, layout, preparation, and implementation that is agreeable by the Forest Service that is required for projects occurring on National Forestsystem lands.
- E. Provide a Project Liaison who can act as a representative and main contact for the Forest Service for project work conducted under this agreement. The Project Liaison should have the ability to direct contractors to ensure projects are completed to Forest Service specifications, that projects are being completed in a safe manner, and that quality and quantity of work are acceptable.
- F. Use its best efforts to present SPA proposals that will support mutual interest and benefits while minimizing expenditure of Forest Service funds.
- G. Perform its functions under this Agreement and any SPAs hereunder in a timely, efficient, and reasonable manner.
- H. Manage the program in a manner that furthers the public purposes set forth herein.

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

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Complete all necessary National Environmental Policy Act (NEPA) requirements.
- C. Inform GSFA of any changes in stewardship policy, law and regulations.

- D. Recognize GSFA's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Coordinate with GSFA to develop SPAs under this master agreement.
- F. Provide a Project Liaison who can act as the representative and main contact for the Forest Service for all project work conducted under this master agreement.
- G. Coordinate and complete the planning, design, layout, and preparation that is not conducted by GSFA that is required for projects occurring on National Forest system lands that have been agreed to by both parties for those SPAs under this master agreement.
- H. Use its best efforts to assist GSFA in identifying potential stewardship projects involving "shelf stock," including without limitation projects for which NEPA review has been completed, or which may be approved through a categorical exclusion, projects involving "plantation forests," and other projects which may be timely approved and implemented.
- I. Use its best efforts to ensure that SPAs under this agreement are developed; approved; and administered in a timely and efficient manner. The Forest Service acknowledges that time is of the essence for stewardship projects conducted by GSFA, and will use its best efforts to review and approve SPA proposals submitted by GSFA with all deliberate speed consistent with applicable legal requirements.
- J. Include any costs incurred by GSFA to develop draft NEPA documents and associated studies that are accepted by the Forest Service as service work credited to GSFA for purposes of valuing stewardship projects under this Agreement. In the event that documents or studies developed by GSFA cover stewardship projects conducted under multiple SPA's, the Forest Service will meet and confer with GSFA in good faith to develop a fair and reasonable methodology for allocating those costs among the affected SPAs.
- K. In the event that documents or studies developed or funded by GSFA are used in connection with the NEPA review of any stewardship project proposed by a third party, the Forest Service shall notify GSFA and provide GSFA an opportunity to submit a SPA proposal for that project. The best approach determination for such project shall give substantial weight to GSFA's prior preparation of environmental documentation for the project.
- L. Acknowledge some or all of the stewardship work performed hereunder may be managed by Golden State Natural Resources, Inc., a nonprofit public benefit corporation established and administered by GSFA and the Rural County Representatives of California, pursuant to agreements with GSFA. It is the intent of this Agreement that any contract requirements applicable to work under this Agreement shall be implemented in the subcontracts awarded by Golden State Natural Resources, Inc. for the performance of stewardship work to the same extent as if those subcontracts had been awarded by GSFA.
- M. Acknowledge GSFA's provision of long-term mutual benefits for the duration of this

Agreement depends upon GSFA's ability to generate net revenues from stewardship projects undertaken hereunder, through the sale of products derived from woody biomass and/or associated rights. In recognition of this project delivery model, the Forest Service will compute the cost of service work credited to GSFA for stewardship projects under this Agreement based upon the reasonable value of that work and established labor rates, rather than the net cost incurred by GSFA.

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

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

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Stewardship Coordinator</b>	<b>U.S. Forest Service Grants &amp; Agreements Contact</b>
Name: John Exline, Regional Director of Ecosystem Management Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94590 Telephone: (707) 562.8689 Email: john.exline@usda.gov	Name: Constance Zipperer, Grants Management Specialist Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94590 Telephone: (707) 562-9120 Email: constance.zipperer@usda.gov

**Principal Partner Contacts:**

<b>Partner Stewardship Coordinator</b>	<b>Partner Administrative Contact</b>
Name: Barbara Hayes, Chief Economic Development Officer Address: 1215 K St., Suite 1650 City, State, Zip: Sacramento, CA 95814 Telephone: (916) 447-4806 FAX: (916) 448-3154 Email: bhayes@rcrcnet.org	Name: Greg Norton, Executive Director Address: 1215 K St., Suite 1650 City, State, Zip: Sacramento, CA 95814 Telephone: (916) 447-4806 FAX: : (916) 448-3154 Email: gnorton@rcrcnet.org

- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Stewardship Agreement and agree to actions essential to fulfill its purposes.
- C. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.

D. SUPPLEMENTAL PROJECT AGREEMENTS. Nothing in this Master Stewardship Agreement obligates either party to offer or accept any project proposals under this Master Stewardship Agreement. Any projects added to this Master Stewardship Agreement 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 Stewardship Agreement thereby subjecting it to the terms of this Master Stewardship Agreement.
2. Include a map and description of the project area, treatment activities and corresponding treated acres, and other activities which may include other resource related projects.
3. Specify a method of designating trees for removal.
4. Describe the desired end result of the project(s).
5. Specify the exchange of goods for services. The Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by GSFA.
6. Designate a Forest Service and GSFA official to monitor their respective responsibilities outlined in the SPA.
7. Include a Financial Plan to identify each parties contributions for projects identified in the SPA.
8. Identify appropriate bonding requirements.
9. Include any necessary forest restrictions and closure dates to allow GSFA to implement and complete the project(s) within the specified timeframes.
10. Provide necessary direction to GSFA to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
11. Identify any reporting requirements.
12. Be reviewed and approved by a delegated timber contracting officer when forest products will be disposed.
13. Be reviewed and approved by a Forest Service Grants Management Specialist.
14. Be mutually agreed to, in writing, by both parties and executed by the designated Forest Supervisor.

E. PERFORMANCE. The parties will perform in accordance with the approved SPAs.

F. EXCHANGE OF GOODS FOR SERVICES. SPA(s) may be completed where Forest Service goods are exchanged for GSFA's services; Forest Service funds are exchanged for GSFA's services; or a combination thereof.

G. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:

1. The extent of mutual interest and benefit.
2. The advantages and effectiveness of mutual participation.
3. Joint expertise.
4. Past performance.

5. Technical approach
6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
7. Ability to utilize, educate and/or train a local workforce.
8. Benefits to the local community
9. Ability to complete work in a timely manner.
10. Experience in performing similar work.
11. Ability to conduct work in an environmentally sound manner.

- H. METHODS OF APPRAISAL: The value of timber and other forest products shall be determined using Forest Service standard guidelines, methods and techniques.
- I. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or GSFA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in this Master Stewardship Agreement.
- To GSFA, at GSFA's address shown in this Master Stewardship Agreement or such other address designated within this Master Stewardship Agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- J. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the Forest Service or GSFA from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. ENDORSEMENT. Any of GSFA's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of GSFA's products or activities.
- L. USE OF FOREST SERVICE INSIGNIA. In order for GSFA to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service Region/Station/Area to the Office of communication Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Region/Station/Area will notify GSFA when permission is granted.
- M. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. GSFA agree(s) that any of GSFA's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and GSFA hereby willingly agree(s) to assume these responsibilities.

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

N. 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 Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.

O. DRUG-FREE WORKPLACE.

1. GSFA 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 GSFA will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
2. GSFA agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the

effective date of this Master Stewardship, or the completion date of this Master Stewardship Agreement, whichever occurs first.

4. GSFA agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after GSFA learn(s) of the conviction.
  5. Within 30 calendar days of learning about an employee's conviction, GSFA 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.
- P. 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.
- Q. ELIGIBLE WORKERS. GSFA 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). GSFA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Master Stewardship Agreement.
- R. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

GSFA 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**

GSFA 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**

GSFA shall maintain effective control over and accountability for all Forest Service funds. GSFA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

## **4. Source Documentation**

GSFA 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 Forest Service upon request.

## **5. Advance Payments**

When applicable, GSFA shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement.

- S. OVERPAYMENT. Any funds paid to GSFA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:
1. Any interest or other investment income earned on advances of agreement funds; or
  2. 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 Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to GSFA.
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 Forest Service may charge interest on an overdue debt.

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

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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

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

- U. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. GSFA shall retain all records pertinent to this Master Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. GSFA shall provide access and the right to examine all records related to this Master Stewardship Agreement to the 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 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 shall be retained for 3 years after its final disposition.

- V. FREEDOM OF INFORMATION ACT (FOIA). Public access to Master Stewardship 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).

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

- W. 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.

- X. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GSFA is/are encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Regional Office (Pacific Southwest Region) of the Forest Service, Department of Agriculture, proudly supports this agreement."

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

- Y. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Master Stewardship Agreement are not available for reimbursement of GSFA's purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.
- Z. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Master Stewardship Agreement entitles GSFA to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- AA. CONTRACT REQUIREMENTS. If GSFA awards contract under this agreement using Forest Service funding, that contract must be awarded following GSFA's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict), subject to Section IV.O. GSFA shall maintain cost and price analysis documentation for potential Forest Service review. GSFA is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.
- BB. 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.

- CC. GOVERNMENT-FURNISHED PROPERTY. GSFA may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. GSFA shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Partner Liability for Government Property.*

1. Unless otherwise provided for in the Master Stewardship Agreement, GSFA 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 GSFA 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 GSFA's managerial personnel. GSFA's managerial personnel, in this clause, means GSFA's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of GSFA's business; all or substantially all of GSFA's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. GSFA shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. GSFA 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. GSFA 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, GSFA 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 Stewardship Agreements of assignment in favor of the Government in obtaining recovery.

- DD. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements)

purchased by the Forest Service with Cooperator contributions must become the property of the Forest Service.

EE. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS.

GSFA shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Master Stewardship Agreement.

FF. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.

GSFA 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 shall, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

GG. REMEDIES FOR COMPLIANCE RELATED ISSUES. If GSFA materially fail(s) to comply with any term of the Master Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Master Stewardship Agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by GSFA or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Master Stewardship Agreement for GSFA'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.

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

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

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

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

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

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

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

This provision includes:

1. The copyright in any work developed by GSFA under this Master Stewardship Agreement.
2. Any right of copyright to which GSFA purchase(s) ownership with any Federal contributions.

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

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

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

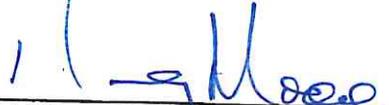
NN. MODIFICATION. Modifications within the scope of this Master Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

OO. COMMENCEMENT/EXPIRATION DATE. This Master Stewardship Agreement is executed as of the date of the last signature and is effective through **August 15, 2039** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement, unless a successor Master Stewardship Agreement is executed by the parties.

PP. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Master Stewardship Agreement. In

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

  
\_\_\_\_\_  
GREG NORTON, Executive Director  
Golden State Finance Authority  
9/18/19  
Date

  
\_\_\_\_\_  
RANDY MOORE Regional Forester  
USDA Forest Service, Pacific Southwest Region  
10/3/19  
Date

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

  
\_\_\_\_\_  
CONSTANCE ZIPPERER  
USDA Forest Service Grants Management Specialist  
18 September 2019  
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.

# R5 GRANTS AND AGREEMENTS COVER SHEET

## SUBMIT THIS PAGE WITH ALL G&A PACKETS

**SharePoint GAOA**  
**Approved Templates**

Use current templates found at: <http://fsweb.wo.fs.fed.us/aqm/grants/Templates.php>  
SEND EMAIL WITH ATTACHMENTS TO: SM.FS.R5-GA-Mail@usda.gov

Page 1 of 3

Block ID.	Help Tips	REQUESTED INFORMATION	FILL IN SUBMITTAL INFORMATION
1		<b>Cooperator Name and Address MUST MATCH SAM.GOV (NO P.O.Boxes)</b>	Golden State Finance
2		<b>Zip Code + Four</b>	95814
3		<b>Cooperator's County and Congressional District (Could be Multiple)</b>	Sacramento 7th Congressi
4		<b>Cooperator's Nine Digit DUNS or Unique Entity Identifier</b>	
5		<b>SAM.GOV Registration Expiration Date</b>	
6		Project Title (Do not use the Cooperator's Name)	West Zone Plantation Fire Risk Analysis
7		Brief Description of the Project	The Modoc Natioanl Forest hasntation approximately 40,000 acres of
8		Will government housing be provided? Use drop down menu	No
9		WPAP/AAP ID Number (not required for a non funded modification)	
10		NRM Proposal ID Number	2105090027977227
11		FS Agreement Number (if a modification)	
12		Master Agreement Number if applicable	20-SA-11052000-002
13		Sequential Modification Number (Enter NA if new agreement)	NA
14		<b>For New Agreements - Expected Start and End Dates</b>	09/01/21
15		Funding Amount(s) and Job Code(s)	<b>\$250,000</b>
16		FS Program Manager, Email and 05XX Org code	Milton Stubbs milton.stubbs@usda.gov Ogr code:0509
17		FS Budget Approver, Email and Zone	Risa Shannon risa.shannon@usda.gov
18		FS Forest Supervisor or Signatory Official, Email	Chris Christofferson chris.christofferson@usda.gov
19		County(ies) where the work will be conducted.	Modoc, Lassen, Siskiyou
20		Program Category (see chart page 3)	Fire management and Sustainable Forestry Practices
21		Will the Cooperator Charge Indirect Costs? If yes, please submit a copy of the current signed NICRA or other documentation.	No
22		<b>New Agreement Packet</b> Appropriate Draft G&A Form Statement of Work Financial Plan Other Documents Pertaining to this Project (see comments)	Attach applicable documents to the request email and send to the G&A Inbox <b>Double check your packet before sending the email to G&amp;A!</b>
23		<b>Modification Packet</b> FS 1500-19 or IAA 7600A and B Statement of Work, if applicable Financial Plan, If applicable	Attach applicable documents to the request email and send to the G&A Inbox <b>Double check your packet before sending the email to G&amp;A!</b>

**Fill in the 3rd column, for each item. To clear the form Click Edit- Form Options- Clear Form.**

**Remember to attach your documents to the email and send to G&A Inbox**

02/16/21

**R5 GRANTS AND AGREEMENTS COVER SHEET  
SUBMIT THIS PAGE WITH ALL G&A PACKETS**

Use current templates found at: <http://fsweb.wo.fs.fed.us/aqm/grants/Templates.php>  
SEND EMAIL WITH ATTACHMENTS TO: [SM.FS.R5-GA-Mail@usda.gov](mailto:SM.FS.R5-GA-Mail@usda.gov)

Page 2 of 3

<b>Interagency Agreements (Check WO website for updated forms)</b>			
24		FMS Form 7600 A (7600A contains the general terms and conditions).	Attach documents to the request email and send to the G&A Inbox
24.a		FMS Form 7600 B (7600B commits funds)	
24.b		FMS Form 7600 B Block 28 (when committing more than one line of funding)	
24.c		Economy Act Letter (when using Economy Act Authority and Determination of and Finding of Best Procurement Approach if the primary purpose is contracting services)	
<b>Service First Agreement</b> (U.S.F.S. Website - <a href="https://www.fs.usda.gov/working-with-us/partnerships/servicefirst">https://www.fs.usda.gov/working-with-us/partnerships/servicefirst</a> )			
24.d		Other Federal Agency Location Code (ALC)	
24.e		Other Federal Agency Treasury Account Symbol (TAS)	
<b>Federal Financial Assistance (Grants and Cooperative Agreements - <a href="http://www.nfc.usda.gov/ezfedgrants">www.nfc.usda.gov/ezfedgrants</a>)</b>			
25		SF-424	Attach <b>all</b> of these documents to the request email and send to the G&A Inbox
25.a		SF-424A or SF-424C	
25.b		SF-424B or SF-424D	
25.c		AD-1047 Certification Regarding Debarment...	
25.d		AD-1049 (or AD-1052), Certification Regarding Drug-Free...	
25.e		AD-3030 FS (Only needed for a profit or non-profit entity)	
25.f		Certification Regarding Lobbying (FS \$ over \$100K)	Lobbying Certification
25.g		Cooperator delegation of signing authority	Delegation of Authority if available
25.h		Non-Competition Justification Letter (if over \$75,000 and not competed)	Justification Letter Attached to email
25.i		Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be a NICRA)	NICRA or other documentation Attach to Email
25.j		Full project narrative including a project timeline	
25.k		Detailed Project Budget and Descriptive Narrative (detailed budget break out by line item with sufficient detail to perform a Federal cost analysis)	Budget Narrative

**Fill in the 3rd column, for each item. To clear the form Click Edit- Form Options- Clear Form.**

**Remember to attach your documents to the email and send to G&A Inbox**

## USE THIS CHART TO SELECT THE PROGRAM CATEGORY REQUIRED IN NRM

Page 3 of 3

Category	Definition
ARRA-FS Capital Improvement and Maintenance	Self Explanatory
AARA-FS Wildland Fire Management	Self Explanatory
Business Admin/Operations	Co-location; business related operation/maintenance services, such as computers, telecommunications, security, wellness, facilities, etc.
Archeology/Paleontology	
Disaster Assistance	External Disaster Assistance
Ecosystem Management	
Environmental Education/Interpretation	
Fire Management	Includes all aspects of Fire Management, such as prevention, preparedness, prescribed fire, hazardous fuels, fire training, etc.
Forest Health	Includes, but not limited to Invasive Species, such as bugs, noxious weeds, etc.
Remote Sensing/GIS/Mapping	
Lands Management	FERC
Law Enforcement	
Legacy Conservation	Includes, but not limited to Open Space
Wildlife Management	Includes both habitat and species management
Fisheries Management	Includes both habitat and species management
Minerals and Geology	Includes, but not limited to mine cleanup
Policy, Analysis, Development and Planning	
Protected Areas/Ecotourism	
Range Management	
Recreation Management	
Road Management	
Soils, and Air Management	
Sustainable Forestry Practices	Biomass, Conservation Reserve Program, Forest management
Timber Management	NFS Lands, Stewardship
Trails Management	
Training, Manpower Development	
Urban Forestry	
Watershed Management	





A. **TECHNICAL PROPOSAL.** In coordination with the U.S. Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal shall address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal shall abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the U.S. Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

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

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

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

- C. Partner may complete work inside the MODOC NATIONAL FOREST such as:
- Collaboration with partners to achieve Stewardship Agreement objectives
  - Landscape assessment and planning for future Stewardship restoration objectives
  - Field Work and Surveys
    - Consistent with MODOC NATIONAL FOREST LRMP
  - Preparation of NEPA CE documents and reports
  - Preparation of required resource specialist reports/surveys as necessary to support a CE for eligible activities on U.S. Forest Service lands, such as Biological Assessments and Evaluations (terrestrial wildlife, aquatic wildlife, and botany), Management Indicator Species Report, Noxious Weed Risk Assessment, Hydrology and Cumulative Watershed Effects Analysis, Range, Transportation, Fuels Analysis and Cultural Resource Report.
  - Project Implementation
    - Unit Layout
    - Cruising and Marking
    - Quality Control

**Commented [A15]:** Fully describe all work, tasks, studies, reports, inspections, consultations, and cooperation the partner will perform.



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

- A. **SERVICE WORK.** In coordination with GSFA, complete a Schedule of Items and Specifications, Appendix E.
- B. **TECHNICAL PROPOSAL REVIEW.** Review the Technical Proposal and work with GSFA to make any necessary changes. *See related Provision II-A.*
- C. **TECHNICAL PROPOSAL EVALUATION.** Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
  - 1. NEPA analysis methodology
  - 2. Quality Control

**Commented [A17]:** These criterion are suggestions. Include the criterion that the Technical Proposal will be evaluated on for this SPA.

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

**Commented [A18]:** Include when the Forest Service will be reimbursing the Partner.

The invoice shall include, at a minimum:

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

The invoice must be sent by one of three methods (email is preferred):

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

- E. **ADVANCE PAYMENT.** The Forest Service shall make advance payment upon receipt of an invoice from GSFA. The invoice must be submitted no more than monthly and the total must not exceed the Forest Service's share of anticipated expenses as identified on

**Commented [UFS19]:** Include when the Forest Service will be reimbursing the Partner.



the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice. If the partner receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the Forest Service upon expiration of this agreement. The final invoice from GSFA must be submitted no later than 90 days from the expiration date.

- F. The Forest Service Shall provide the following in support of the project:
- All necessary geospatial data required to complete the analysis.
  - A review of the partner analysis methodology.
  - Templates for the completion of: a Project Initiation Letter(PIL), Proposed Action (PA), and Decision Memo (DM).
  - Templates for Biological Evaluations for Botanical and Wildlife resources.
  - Organic Act permit request for heritage resource review.
  - Review of draft reports.
  - Facilitation of periodic meetings in support of the project.

**Commented [A20]:** Fully describe all work, tasks, studies, reports, inspections, consultation, and cooperation the FS will perform.

Additionally, as set forth in Section IV of Master Stewardship Agreement #20-SA-11052000-002, the U.S. Forest Service shall do all of the following with respect to work performed under this SPA:

- Use its best efforts to ensure that this SPA is developed, approved, and administered in a timely and efficient manner.
- Include any costs incurred by GSFA to develop draft NEPA documents and associated studies that are accepted by the Forest Service as service work credited to GSFA for purposes of valuing stewardship projects under the Master Stewardship Agreement. In the event that documents or studies developed by GSFA cover stewardship projects conducted under multiple SPA's, the Forest Service will meet and confer with GSFA in good faith to develop a fair and reasonable methodology for allocating those costs among the affected SPAs.
- In the event that documents or studies developed or funded by GSFA are used in connection with the NEPA review of any stewardship project proposed by a third party, the Forest Service shall notify GSFA and provide GSFA an opportunity to submit a SPA proposal for that project. The best approach determination for such project shall give substantial weight to GSFA's prior preparation of environmental documentation for the project.

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



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

**Principal Partner Contacts:**

Name: Greg Norton Address: City, State, Zip: Sacramento, CA, 94203 Telephone: 916 956-3016 FAX: Email: gnorton@gsnnet.org	Name: Address: City, State, Zip: Telephone: FAX: Email:
Title/Role/Responsibility: Executive Director	Title/Role/Responsibility:

**Commented [A21]:** Include the project contacts information and their roles and responsibilities in detail. List as many contacts as needed. i.e. sale administrator, weed specialist, fish biologist, etc.

**Commented [A22]:** Insert ALL of the requested information below.

**Commented [A23]:** Describe the Contact's responsibilities.

**Commented [A24]:** Describe the Contact's responsibilities.

**Principal U.S. Forest Service Contacts:**

Name: Milton Stubbs Address: 49870 State Hwy 139 City, State, Zip: Tulelake, CA, 96134 Telephone: 530 667-8610 FAX: Email: milton.stubbs@usda.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:
Title/Role/Responsibility: District Ranger	Title/Role/Responsibility:

**Commented [A25]:** Insert ALL of the requested information below.

**Commented [A26]:** Describe the Contact's responsibilities.

**Commented [A27]:** Describe the Contact's responsibilities.

B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement GSFA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If GSFA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds GSFA has expended in violation of sections 433 and 434.

**Commented [UFS28]:** This provision is mandatory for use in all funded and non-funded agreements entered into with an entity that is a corporation. IF the entity is not a corporation, you do not need to include this provision. A corporation is any entity, for-profit or non-profit, that has filed articles of incorporation in one of fifty states, the District of Columbia, or the various territories of the United States.



- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL SPA MEETING. Annually, prior to commencement of work, both parties will meet to discuss the terms and conditions of this SPA.
- E. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) The parties will comply with the U.S. Forest Service's EMS which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on NFS lands. The U.S. Forest Service will provide GSFA with details for compliance.
- F. NEPA COMPLIANCE. The U.S. Forest Service will assure that this SPA incorporates necessary design criteria and standards for operation to comply with the NEPA document. The GSFA will work with the U.S. Forest Service to comply with these terms on the ground.
- G. ACCEPTANCE OF COMPLETED WORK. No less than monthly, GSFA will notify the U.S. Forest Service of any completed work that is ready for inspection. The U.S. Forest Service may accept all, or a reasonable portion of any specific activity.
- H. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the U.S. Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the U.S. Forest Service. The GSFA's costs, excluding project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.
- I. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by GSFA at the value designated in the SPA Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through IWEB.
- J. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) will be used as a tracking system for payments, stewardship credits, and cash deposits. The U.S. Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to U.S. Forest Service resource staff for input into the IRSA
- K. MONTHLY REPORTING. When the project is active, the U.S. Forest Service will enter the value of the completed and accepted work into the Timber Sale Accounting system (TSA) monthly, and provide GSFA with a copy of the Statement of Account.
- L. OVERPAYMENT. Any funds paid to GSFA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the federal government. The

Commented [A30]: Mandatory provision IF the FS is reimbursing or advancing funds to the Partner.



following shall also be considered as a debt or debts owed by GSFA 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 GSFA.
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.

M. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under an SPA, may be refunded to GSFA, authorized for use for a new agreement by GSFA, or waived by GSFA. A DUNS number and registration in the Central Contractor Registry (CCR) by GSFA may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to GSFA.

**Commented [A31]:** Mandatory provision IF FS anticipates collecting funds in advance. Be sure to include the collection provision in the agreement.

N. **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.

**Commented [A32]:** Mandatory provision IF it is not in the Master Agreement. If this provision is in the Master agreement, it can be deleted.

O. **MODIFICATION.** Modifications within the scope of this Master Stewardship Agreement shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

**Commented [A33]:** Insert a notification period that is no less than 30 days.



P. COMMENCEMENT/EXPIRATION DATE. This SPA is executed as of the date of the last signature and is effective through \_\_\_\_\_ at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**Commented [A34]:** Insert the expiration date not greater than ten years. If the Master Stewardship Agreement has a 10 year term, delete "unless extended ..."

V. AUTHORIZATIONS

**Commented [A35]:** The signature block may be changed to accommodate additional signatories.

\_\_\_\_\_  
Date

**Commented [A36]:** Insert date of signature.

**Commented [A37]:** Insert Cooperator, signatory official's name (in CAPS).

**Commented [A38]:** Insert Cooperator signatory official's positional title.

**Commented [A39]:** Insert Cooperator's organizational name.

\_\_\_\_\_  
Date

**Commented [A40]:** Insert date of signature.

**Commented [A41]:** Insert name of FS Signatory Official (in CAPS). For the Chief, use first middle initial, and last names, e.g. THOMAS L. TIDWELL.

U.S. Forest Service,

**Commented [A42]:** Insert Forest Service signatory official's positional title.

**Commented [A43]:** Insert Forest Service Unit.

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

\_\_\_\_\_  
Date

U.S. Forest Service Grants Management Specialist

**Commented [A44]:** Insert date of signature.

**Commented [A45]:** Insert G&A Specialist's name (in CAPS).

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.



## APPENDIX A DEFINITIONS

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

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

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



**APPENDIX B**  
**TECHNICAL PROJECT PROPOSAL**



**APPENDIX C**  
**MAP OF STEWARDSHIP PROJECT AREA**



**APPENDIX D**  
**FINANCIAL PLAN**

**Commented [A46]:** Insert FS-1500-12B Stewardship Agreement Financial Plan here. If you wish to attach a separate Financial Plan document than you may delete this page.



**APPENDIX E  
SCHEDULE OF ITEMS  
AND  
PROJECT SPECIFICATIONS**

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

**SCHEDULE OF ITEMS:**

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

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

**Appendix B**

**Technical Proposal**

Plan of Operation for Accomplishing this SPA

Project Development/NEPA Compliance (Modoc West Zone Plantation Fire Risk Analysis and treatment decision): The West Zone of the Modoc National Forest has approximately 40,000 acres of conifer tree plantations. Plantations represent a large financial investment, and most are at risk to loss from wildfire. An interdisciplinary team will evaluate plantation stocking densities and determine thinning and biomass removal options to reduce the risk of loss from wildfire that will be eligible for a Categorical Exclusion (CE) under NEPA. The analysis will:

1. Consider thinning regimes that allow for the return of prescribed fire as a management tool.
2. Evaluate the effects of the proposed action on all relevant resources as necessary to support a CE: Including rare plants, wildlife, heritage/ archaeological, soils, hydrology, and range.
3. Prioritize areas for thinning and biomass material removal.
4. Develop silvicultural prescriptions.
5. Collect plot data sufficient to determine volume of material per acre to be removed.

The project will be designed to avoid sensitive and protected areas including archaeological sites, riparian habitat, and sensitive wildlife sites.

NEPA Work Items (Service and Invoiced work)

<u>Item</u>	<u>Est. Start Date</u>	<u>Est. # of Days to Complete</u>	<u>Est. Agreement actual work days</u>	<u>Partner or Forest Service</u>
<b>West Zone Plantation Fire Risk Analysis</b>				
Project Planning and Development	Fall 2021	120 (Draft PAPN due:	TBD	Partner
Surveys and Fieldwork	Fall 2021	120	TBD	Partner
Public Involvement	Winter 2021/22	40 (Scoping due:	TBD	Partner and Forest
Prepare Reports		60	TBD	Partner
Prepare and complete NEPA CE Documents	Fall 2022	10 (Draft CE due:	TBD	Partner

Project Coord. / Admin./ Manage		365	TBD	Partner

1. Quality Control Plan for Accomplishing this SA

<u>Work Activity</u>	<u>Frequency of Inspection</u>	<u>Inspector</u>	<u>Remedy for Unacceptable Work</u>
NEPA	Monthly	District Ranger and Planner	Review and mitigate
Service Work	N/A	Monty Carroll	
Product Removal	N/A	Monty Carroll	

2. Designation of Authority (Who will be completing what)

**Delegation of Qualified Persons**

The following professionals are designated as Qualified for the purposes stated in Forest Service Policy (FSM & FSH).

<b>Forest Service/Partner</b>	<b>Qualification (Area of Expertise)</b>	<b>Designated Qualified Personnel</b>	<b>Task Associated</b>	<b>Contact Information</b>
Partner	Project Development, NEPA	TBD	West Zone plantation analysis,	
Forest Service	Decision Maker	Chris Christofferson Forest Supervisor	Review, Decision	Chris Christofferson USFS 530.708.7037

Forest Service Project Manager:

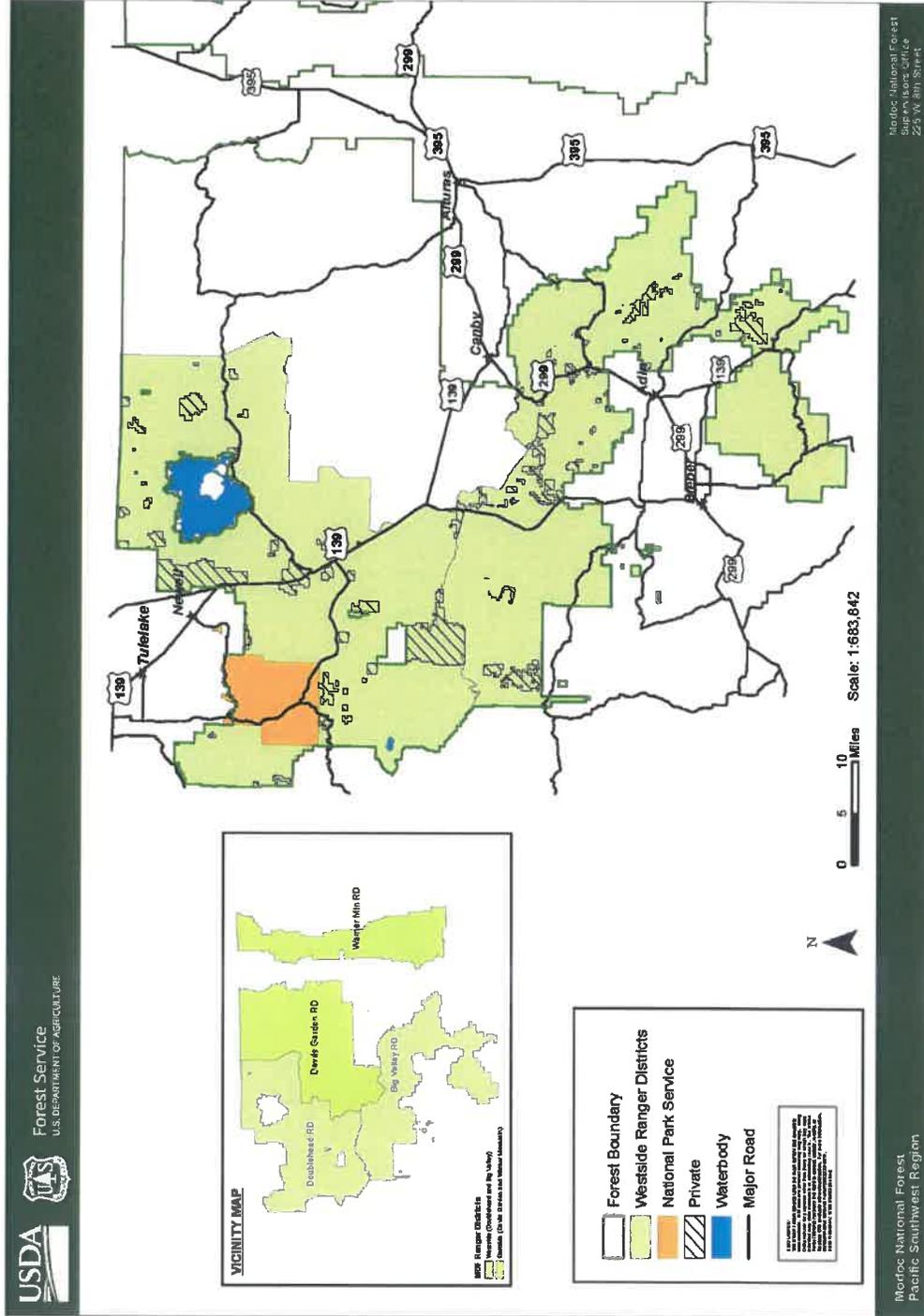
Date

GSA Project Manager: \_\_\_\_\_

Date \_\_\_\_\_



# APPENDIX C



## MAP OF STEWARDSHIP PROJECT AREA



USDA, Forest Service

OMB 0596-0217  
FS-1500-21A

**APPENDIX E  
SCHEDULE OF ITEMS  
AND  
SPECIFICATIONS**

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

**SCHEDULE OF ITEMS:**

Item Number	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
Modoc West Zone Plantation Fire Risk Analysis					
1	Prepare CE(s) and all supporting NEPA information	1	1	\$250,000 <sup>1</sup>	\$250,000
2					
3					
3					

<sup>1</sup> Forest has contributed \$250,000. Cost estimate to complete the 40K acre is unknown because the final analysis strategy is yet to be determined. In general, the likely CE cost will be cash. \$50K. Remaining funds will drop down and be used for Items 1-2 based on future discussions with the Forest.

**Item #1**

**SPECIFICATIONS.** *[By item number, describe the type of work, i.e., slash treatment, weed treatments, etc. and the corresponding specifications.]:* The Golden State Finance Authority will prepare NEPA documentation for the proposed projects (i.e. Items 1). Activities will include conducting necessary technical surveys and preparing reports (e.g. wildlife, botany, archaeology, hydrology, soils, roads and transportation, silviculture, fire and fuels, range). Developing drafts for NEPA documents including Project Initiation Letter, Proposed Action/Purpose and Need, Categorical Exclusion(s), Emergency Situation Determination (if necessary), and Record of Decision.

**Description of Work.**

Specific treatment units and appropriate treatment actions for Service Item 1 would be determined during project planning. Stewardship projects would be inside the Modoc footprint and may include one or more of the projects listed below. Each project would require project planning and implementation. A completed appropriate project planning document would be required prior to implementation.

**Project Planning:**

**Project Development**

- Develop the project purpose and need and proposed action. This would require

identifying treatment units, developing general silvicultural prescriptions and marking guidelines, and conducting the required surveys and inventories.

- Project activities proposed on National Forest System lands must be consistent with the Modoc National Forest Land and Resource Management Plan (1991 MDF LRMP) and all other appropriate management direction.

#### **Surveys and Field Work**

- Complete the required survey and inventories, as identified by the Forest Service and agreed by GSFA (consistent with the 1991 MDF LRMP).

#### **Public Involvement**

- Lead public involvement efforts, including public outreach efforts, developing and providing handouts and maps.
- Meet the requirements of public involvement under NEPA/CEQA, including public scoping, legal notice, and comment periods.

#### **Prepare NEPA Compliant Reports**

- Prepare required resource specialist reports as necessary to support a CE for eligible activities on U.S. Forest Service lands, such as Biological Assessments and Evaluations (terrestrial wildlife, aquatic wildlife, and botany), Management Indicator species report, Noxious Weed Risk Assessment, Hydrology and Cumulative Watershed Effects Analysis, fuels analysis and Cultural Resource Report.

#### **Complete NEPA and Regulatory Requirements**

- Prepare the NEPA CE and related documents for public review. This includes the environmental analysis and decision documents (draft and final).
- Address public comments that are submitted during scoping and legal comment periods.

#### **Project Coordination/Administration/Management**

- Compile the NEPA Project Record (electronic files) following the Forest Service Region 5 Guidance for Project Records.
- Provide hard copies
- Provide project documents as documents are finalized, including reference materials.
- Coordinate and manage all tasks with partners and Forest

Appendix D

USFS Agreement No.: **20-SA-11052000-002**  
 Partner Agreement No.:  
 Project Name.: **Modoc West Zone Plantat**

Mod No. **1**

**Stewardship Agreement Financial Plan**

**Financial Plan Matrix:**

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS (Direct Costs)	FS CONTRIBUTIONS		PARTNER CONTRIBUTIONS (1)			(f) TOTAL
	(a) Noncash	(b) Cash to Partner	(c) Noncash (2)	(d) In-Kind	(e) Other Federal	
Salaries/Labor	\$27,412.65	\$0.00	\$0.00	\$0.00	\$0.00	\$27,412.65
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracted Stewardship Work	\$0.00	\$250,000.00	\$0.00	\$89,000.00	\$0.00	\$339,000.00
<b>Subtotal</b>	<b>\$27,412.65</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$89,000.00</b>	<b>\$0.00</b>	<b>\$366,412.65</b>
Partner indirect Costs		\$0.00	\$0.00			\$0.00
FS Overhead Assessment	\$0.00					\$0.00
<b>Total</b>	<b>\$27,412.65</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$89,000.00</b>	<b>\$0.00</b>	<b>\$366,412.65</b>

Matching Costs Determination	
Total Forest Service Share =	(g)
(a+b)/(f) = (g)	0.7571045
Other Federal Contribution =	(h)
(e)/(f) = (h)	0.00%
Total Federal Share =	(i)
(g+h) = (i)	75.71%
Total Partner Share	(j)
(c+d)/(f) = (j)	24.29%
Total	(k)
(i+j) = (k)	100.00%

Value of Goods for	\$0.00
Project Grand Total	\$366,412.65 (3)

(1) Partner contributions should be documented in the initial financial plan and can be revised as actual costs are incurred towards project completion (which can be the same or less than the initial rate- never more). Partner invoices should always be based on actual costs.

(2) Partner preaward costs may be counted toward cost-share, but will not be reimbursed. These costs should be properly documented and allowable per administrative requirements. Costs will not be accepted as match prior to notification of proposal acceptance by the Regional Forester (FSH 1509.11 72.61 (5)).

(3) Project grand total equals total value of goods for services plus the financial plan total.

FS Agreement No:  
 Partner Agreement No:  
 Project Name:  
 Through Modification No:

Modoc West Zone Plantation Fire Risk Analysis

**FINANCIAL PLAN CROSSWALK - CUMULATIVE AGREEMENT ACTIVITY**

*[Instructions: Complete this form when forest products will be exchanged for services.]*

Item No:	Description	Unit	Quantity	Unit Price (not to exceed rate)	Total	Breakdown of Services to be paid for with Forest Service Funds	Breakdown of Services Partner Cost-Share	Breakdown of Services Other Federal	Breakdown of Services to be paid for with Product Value	Units Completed	Date
	<b>Stewardship Items (1):</b>					(1)			(1)		
01		Acre			\$0.00						
02		Acre			\$0.00						
03		Acre			\$0.00						
04		Pile			\$0.00						
05	<i>C/B Road Maintenance - Appendix D</i>	Mile	-	-	\$0.00						
06					\$0.00						
	Partner Indirect Costs (3)	%			\$0.00						
	<b>Support Activities: (2)</b>					Enter in ATSA (1) Cannot Use Retained Receipts					
						\$250,000.00					
A	Project Set-Up	Job									
B	Field Trips	Trips									
C	Community Meetings	Meetings									
D	Prescription Writing	Unit									
E	Job Training	Hour									
F	Multi-Party Monitoring	Job									
	Partner Indirect Costs (3)	%									
	<b>TOTAL:</b>				<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		

**Overview**

FP Column (a): Forest Service Noncash (In-house)	
Other items on the FP not carried onto the Crosswalk (e.g., Preaward Costs)	
<b>Project Grand Total (4)</b>	<b>\$0.00</b>

Forest product total value: **\$0.00**

Services Exchanged total value: **\$0.00**

- (1) Enter total of services to be paid for with Forest Service funds or product value into ATSA as total Stewardship Credit Limit.
- (2) Support activities should directly advance the objectives of the project. These activities are funded from Forest Service funds (not retained receipts) or partner contributions.
- (3) Partner Indirect Costs may be incorporated into unit rates or a separate line item. Documentation of the rate must be submitted by the partner to the Forest Service for approval.
- (4) Project grand total on Crosswalk equals cumulative grand total on financial plants.

NOTE: Stewardship credits will be established for all stewardship service work items listed in the Schedule of Items. Stewardship credits are reported earned when service unit is completed and accepted by the Forest Service. Earned stewardship credits are exchanged for forest products removed at the value designated in the SPA at Appendix F - Timber Rates. Earned stewardship credits that exceed the product value are paid for with federal funds. Only identify here the total amount of services which will be exchanged for product value. These amounts can change over the course of agreement operations. Volume adjustments for product value are documented on FS-2400-66 and changes to Services on Progress Reports (PRSC/PRSP).

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Forester Project Support (Review)	\$366.00	10.00	\$3,660.00
Timber Sale Administrator	\$336.33	20.00	\$6,726.60
NEPA Planner	\$357.30	10.00	\$3,573.00
Supervisory Wildlife Biologist	\$356.12	10.00	\$3,561.20
Roads Engineer	\$335.48	5.00	\$1,677.40
Wildlife Biologist	\$282.93	5.00	\$1,414.65
Botanist	\$328.28	5.00	\$1,641.40
Archeologist	\$323.83	10.00	\$3,238.30
Archeology Program Manager	\$384.02	5.00	\$1,920.10

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$27,412.65</b>
-----------------------------	--------------------

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00

\$0.00

**Non-Standard Calculation**

**Total Equipment** \$0.00

**Supplies/Materials**

**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** \$0.00

**Printing**

**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

**Total Printing** \$0.00

**Other Expenses**

**Standard Calculation**

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Other** \$0.00

**Subtotal Direct Costs**

**\$27,412.65**

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
	\$27,412.65	\$0.00

**Total FS Overhead Costs** \$0.00

**TOTAL COST**

**\$27,412.65**

<b>TOTAL COST</b>	<b>\$27,412.05</b>
-------------------	--------------------

## WORKSHEET FOR

# FS Cash to the Cooperator Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
					\$0.00
<b>Total Salaries/Labor</b>					<b>\$0.00</b>

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
					\$0.00
<b>Total Travel</b>					<b>\$0.00</b>

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**Non-Standard Calculation**

**Total Equipment** **\$0.00**

**Supplies/Materials**

**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** **\$0.00**

**Printing**

**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

**Other Expenses**

**Standard Calculation**

Item	# of Units	Cost/Unit	Total
Environmental Consultant Services	1.00	\$250,000.00	\$250,000.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Other** **\$250,000.00**

**Subtotal Direct Costs** **\$250,000.00**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
	\$250,000.00	\$0.00
<b>Total Coop. Indirect Costs</b>		<b>\$0.00</b>

**TOTAL COST** **\$250,000.00**

## WORKSHEET FOR

# Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulae, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

#### Standard Calculation

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

#### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

### Travel

#### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

#### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

### Equipment

#### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

#### Non-Standard Calculation

<b>Total Equipment</b>		<b>\$0.00</b>
------------------------	--	---------------

**Supplies/Materials**

<b>Standard Calculation</b>				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>		
---------------------------------	--	--

<b>Total Supplies/Materials</b>		<b>\$0.00</b>
---------------------------------	--	---------------

**Printing**

<b>Standard Calculation</b>				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

<b>Non-Standard Calculation</b>		
---------------------------------	--	--

<b>Total Printing</b>		<b>\$0.00</b>
-----------------------	--	---------------

**Other Expenses**

<b>Standard Calculation</b>				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>		
---------------------------------	--	--

<b>Total Other</b>		<b>\$0.00</b>
--------------------	--	---------------

<b>Subtotal Direct Costs</b>	<b>\$0.00</b>
------------------------------	---------------

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
	\$0.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$0.00</b>
-------------------	---------------

## WORKSHEET FOR

# Cooperator In-Kind Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

### Salaries/Labor

#### Standard Calculation

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

#### Non-Standard Calculation

Total Salaries/Labor	\$0.00
----------------------	--------

### Travel

#### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

#### Non-Standard Calculation

Total Travel	\$0.00
--------------	--------

### Equipment

#### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

#### Non-Standard Calculation

Total Equipment		\$0.00
-----------------	--	--------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Supplies/Materials		\$0.00
--------------------------	--	--------

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

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Printing		\$0.00
----------------	--	--------

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Environmental Consultant Services		1.00	\$89,000.00	\$89,000.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Other		\$89,000.00
-------------	--	-------------

<b>Subtotal Direct Costs</b>	<b>\$89,000.00</b>
------------------------------	--------------------

<b>TOTAL COST</b>	<b>\$89,000.00</b>
-------------------	--------------------



---

**To:** GSFA Board of Directors  
**From:** Patrick Blacklock, Executive Director  
Craig Ferguson, Deputy Director  
**Date:** April 23, 2021  
**Re:** GSFA Resolution 21-04: Authorizing Appointment of GSFA Financing Action Team to Review and Approve Financing and Related Actions for Specific Multi-Family, Public Infrastructure, and Real Property Improvement or Rehabilitation Projects, and Issuance of Mortgage Revenue Bonds - **ACTION**

---

**Summary**

The GSFA Board of Directors originally established the Multi-Family Action Team in March 2018 to facilitate the implementation and operation of the GSFA multi-family program. Financing of multi-family projects requires, among other things, submission of an application to the California Debt Limit Allocation Committee (CDLAC) for each specific project. CDLAC meetings occur at specific times during the year and project financing requests may occur at a frequency that is not conducive to delay of approval until the next scheduled GSFA Board meeting. The Action Team was therefore delegated authority to review and approve specific multi-family projects, including financing structures, bond documents, loan subsidies, if any, and related actions in furtherance of the purposes of the Authority.

In 2019 and 2020, the Action Team's responsibilities were expanded to include review and approval of time-sensitive public infrastructure financing projects, and projects to improve or rehabilitate public or private property to promote public safety and/or environmental protection. This authorization includes projects such as bridge loans for ongoing water and wastewater projects facing delays in state reimbursement, and assisting communities in accessing funding programs for distributed energy resources, such as the CPUC's Self-Generation Incentive Program.

Additionally, GSFA is presently exploring options for financing continued operation and growth of the GSFA program providing downpayment assistance (DPA) in the form of second mortgage loans. The GSFA Board has previously committed up to \$40MM of existing resources toward this program, which has been highly successful to date. Due to cashflow requirements, further expansion in this program may require securitizing some of the second mortgage receivables in order to provide cashflow to fund additional DPA. The details of such financing are still being developed, but it may require prompt action to ensure that this program can continue its current growth trend

without impediment. It is therefore recommended that the Action Team be further authorized to review and approve issuance of specific Mortgage Revenue Bonds or similar instruments, including any associated guarantees, pledges, or loans of GSFA funds, for the purposes of financing down payment assistance and similar assistance provided by the Authority and/or reimbursing the Authority for down payment assistance or similar assistance previously provided.

Finally, in light of the Action Team's expanded role, it is recommended that the Multi-Family Action Team be renamed the Financing Action Team.

**Recommendation:**

It is recommended that the GSFA Board of Directors:

1. Review and approve GSFA Resolution 21-04: Authorizing the appointment of a Financing Action Team made up of five delegates to review and approve financing and related actions for specific multi-family, public infrastructure, and real property improvement or rehabilitation projects, and issuance of mortgage revenue bonds, including financing amount, all necessary documents, and all other necessary steps to implement the program on behalf of GSFA.
2. Following appointment by the GSFA Chair, approve the five-member Financing Action Team.

**Attachment:**

- GSFA Resolution 21-04

## **GSFA RESOLUTION NO. 2021-04**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GOLDEN STATE FINANCE AUTHORITY APPROVING AND AUTHORIZING APPOINTMENT OF THE FINANCING ACTION TEAM OF DELEGATES TO REVIEW AND APPROVE FINANCING AND RELATED ACTIONS FOR SPECIFIC MULTI-FAMILY, PUBLIC INFRASTRUCTURE, AND REAL PROPERTY IMPROVEMENT OR REHABILITATION PROJECTS, AND ISSUANCE OF MORTGAGE REVENUE BONDS

WHEREAS, the Golden State Finance Authority is a duly constituted California joint exercise of powers authority (“JPA”), organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, Section 6.c of the Amended and Restated Joint Exercise of Powers Agreement (the “JPA Agreement”) for the Authority provides that the Authority has “the power to finance the construction, acquisition, improvement and rehabilitation of real property”; and

WHEREAS, Section 6.c. of the JPA Agreement also provides that the Authority “shall further have the power to establish and operate programs and projects to promote public safety...and environmental protect”; and

WHEREAS, Section 6.c. of the JPA Agreement also provides that the Authority “may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law”; and

WHEREAS, in the exercise of its powers under the JPA Agreement and applicable law, the Authority may provide financing and related assistance for the construction, acquisition, improvement and rehabilitation of public infrastructure facilities, including without limitation water and wastewater infrastructure, located within the jurisdiction of member and associate member agencies; and

WHEREAS, Section 7.g. of the JPA Agreement provides that the Board has the authority, by resolution, to delegate any of its functions to one or more Delegates (as defined in the JPA Agreement), and to cause any such authorized Delegates to take any actions and execute documents for and in the name and on behalf of the Board or the Authority;

WHEREAS, because specific deadlines relating to the application process and other requirements associated with certain multi-family projects do not always allow for timely review and approval by the GSFA Board or the GSFA Executive Committee, the

Board desires to designate a committee of Delegates and authorize said committee to review and approve specific multi-family projects on behalf of the Authority; and

WHEREAS, the need for prompt action associated with financing other public benefit projects within GSFA's authorized purposes, including interim financing for public facility infrastructure projects, or projects for the improvement or rehabilitation of real property for public safety or environmental protection purposes, similarly do not always allow for timely review and approval by the GSFA Board or the GSFA Executive Committee, and therefore the Board further desires to designate a committee of Delegates that is authorized to review and approve interim financing for specific public infrastructure facility projects, or projects for the improvement or rehabilitation of real property for public safety or environmental protection purposes, on behalf of the Authority;

WHEREAS, the need for prompt action associated with issuance of mortgage revenue bonds or similar instruments to provide cashflow to further finance provision of downpayment assistance by GSFA similarly does not always allow for timely review and approval by the GSFA Board or the GSFA Executive Committee, and therefore the Board further desires to designate a committee of Delegates that is authorized to review and approve issuance of Mortgage Revenue Bonds or similar instruments, and associated guarantees, pledges, or loans of GSFA funds, for the purposes of financing down payment assistance and similar assistance provided by the Authority and/or reimbursing the Authority for down payment assistance or similar assistance previously provided;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of the Authority as follows:

1. The Board hereby approves and authorizes the creation of a Financing Action Team, to consist of five (5) Delegates to be appointed by the Chair of the Authority and approved by the Board of Directors.

2. Following appointment and approval of the members of the Financing Action Team as provided in Section 1, above, the Financing Action Team shall thereafter have the authority to review and approve specific multi-family project applications applying for participation in a program sponsored by the Authority, on behalf of the Authority, and to direct staff to take such actions as may be necessary to help obtain financing for the construction, acquisition, improvement and/or rehabilitation of real property with respect to such multi-family projects, in furtherance of the purposes of the Authority.

3. The Financing Action Team shall further have the additional authority to review and approve specific public facility infrastructure project applications applying for interim financing or related assistance provided by the Authority, on behalf of the Authority, and to direct staff to take such actions as may be necessary to help obtain

interim financing for the construction, acquisition, improvement and/or rehabilitation of real property with respect to such public infrastructure facility projects, in furtherance of the purposes of the Authority.

4. The Financing Action Team shall further have the additional authority to review and approve specific project applications applying for interim financing or related assistance provided by the Authority, on behalf of the Authority, and to direct staff to take such actions as may be necessary to help obtain interim financing for the improvement or rehabilitation of real property for public safety or environmental protection purposes, in furtherance of the purposes of the Authority.

5. The Financing Action Team shall further have the additional authority to review and approve issuance of specific Mortgage Revenue Bonds or similar instruments, and associated guarantees, pledges, or loans of GSFA funds, for the purposes of financing down payment assistance and similar assistance provided by the Authority and/or reimbursing the Authority for down payment assistance or similar assistance previously provided.

6. The Financing Action Team shall supersede and replace the Multi-Family Review and Approval Action Team created by Resolution Nos. 18-03, 2019-03, and 2020-04, and shall succeed to all powers and duties heretofore provided to the Multi-Family Review and Approval Action Team.

PASSED, APPROVED AND ADOPTED by the Board of the Golden State Finance Authority, the 28th day of April 2021.

GOLDEN STATE FINANCE AUTHORITY

\_\_\_\_\_  
Bob Williams  
GSFA Board Chair

I certify that the foregoing resolution is a true and accurate copy of Resolution 2021-04, approved by the governing board of the Golden State Finance Authority on April 28, 2021 in Sacramento, California.

Date:\_\_\_\_\_

\_\_\_\_\_  
Assistant Secretary



---

**To:** GSFA Board of Directors  
**From:** Barbara Hayes, RCRC Chief Economic Development Officer  
**Date:** April 23, 2021  
**Re:** 2021 Broadband Investment Opportunities – Information Item

---

**Summary**

High-speed, ubiquitous broadband availability in rural California is often a critical missing component of infrastructure. Its absence precludes residents and businesses in unserved and underserved communities from participating in the 21<sup>st</sup> Century economy. High-speed broadband provides essential benefits by allowing increased economic and trade opportunities for small to medium-sized businesses, access to medical care and educational opportunities, enhanced public safety, and improving overall quality of life. In short, high performance broadband has evolved from a “nice to have” service to a “necessity” of daily life.

This fact was made abundantly clear during the first few weeks of the COVID pandemic. A quick pivot to remote work and distance learning illuminated the full impact of the digital chasm that exists between those that have high performance broadband and those that do not.

Policymakers have responded with an infusion of resources in both the Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act of 2021 specifically focused on increasing broadband expansion and access. These one-time dollars could be used by local governments for broadband investments that will result in community benefits for years to come.

Investment in broadband is allowable under the following components of the American Rescue Plan Act:

- Local Fiscal Recovery Fund – Direct grants to counties and cities with populations greater than 50,000 (cities with populations less than 50,000 with receive allocation via state distribution). Monies must be used by December 2024.
- Critical Capital Projects - \$100 million (minimum) to each state. No “use by” date.
- US Department of Commerce, Economic Development Administration – Additional \$3 billion in Economic Adjustment Grant Program. Program among the most flexible for job-generating projects, funding everything from planning through construction.
- Distance Learning – \$7.17 billion Emergency Connectivity Fund for grants to schools and libraries for devices and internet connectivity.

GSFA is developing a 2021 broadband plan of work that will include opportunities for varying levels of technical assistance, as well as consideration of new models and methods of deploying broadband infrastructure to initiate, expand, or enhance existing broadband networks.

Key priorities surrounding the broadband plan of work will include:

- Ensuring member county readiness for funding and broadband deployment opportunities.
- Providing unique options for use of American Rescue Plan Act monies to extend investment in broadband infrastructure that provides community benefit for years to come.
- Focusing on three underlying principles that guide RCRC's broadband effort:
  - Fiber – Priority is on fiber to the address (with the understanding that this may not be possible in all locations)
  - Capacity – Conversation begins at Gig Speed
  - Broadband for All – Access to high quality broadband infrastructure must be provided to all residents and businesses, to the farm as well as the farmhouse, and not just to those located in densely populated areas.

### **Recommendation**

As projects for American Rescue Plan Act dollars are identified by local governments, investment in broadband networks should be considered and prioritized. The opportunity to combine county and city American Rescue Plan Act dollars to impact countywide broadband investment should also be considered.