



FS Agreement No.

16-PA-11051000-029

PARTICIPATING AGREEMENT
Between The
TREES FOUNDATION
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SIX RIVERS NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the Trees Foundation, hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Six Rivers National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: The Van Duzen Watershed is a unique setting and provides a special opportunity for learning. The primary purpose of this project is to stimulate scientific inquiry in community youth in order to develop a sense of stewardship for their watersheds. The target audience is the community of children and young adults living in the Van Duzen watershed attending one of four K-8 elementary schools and Fortuna High. This region has a low socioeconomic makeup with 49% of the students on free or reduced lunches.

The Trees Foundation is serving as the fiscal sponsor for the Friends of the Van Duzen River and Eel River Recovery Project.

Title: **MKIW Phase II - The Young Scientists: The Next Generation**

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide watershed educational and stewardship opportunities for youth currently in 4th grade, to train students to think scientifically and explore future careers in science and natural resources, and to foster community stewardship of the Van Duzen watershed in accordance with the following provisions and the hereby incorporated Project Proposal (Attachment A) and Financial Plan (Attachment B).

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Van Duzen River flows through the Forest and is one of the “Six Rivers” that give this Forest its name. The project benefits both the agency and the Cooperator through engaging



local youth and the community in the care and stewardship of the watershed. This supports both the U.S. Forest Service mission to “care for the land and serve the people” and the Trees Foundation mission “to restore the ecological integrity of California’s North Coast by empowering and assisting regional community-based conservation and restoration projects.” It also furthers both parties’ goal to work more collaboratively with the communities it serves.

The project additionally benefits both parties through fostering the concept of the Van Duzen watershed as a continuum whose health and integrity is dependent on the responsible stewardship of the watershed as a whole. Both parties are mutually benefited by students and a community that are better informed and more engaged in the processes and issues affecting their watershed. Access to the data and information collected throughout the project will benefit both parties as well.

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

III. COOPERATOR SHALL:

- A. LEGAL AUTHORITY. Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Provide project coordination. This will include all necessary coordination with schools, other partners, and other agencies to implement the project as outlined in the attached “Project Proposal” (Attachment A).

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$15,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Cooperator’s monthly invoice. Each invoice from Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Cooperator’s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator’s name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date



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

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

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

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

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

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
<p>Sal Steinberg-Project Director P.O. Box 274 Carlotta, CA 95528 Telephone: 707-768-3189 FAX: 768-5111 Email: steinberg.sal@gmail.com</p> <p>Paul Trichilo 2691 Hillside Drive Fortuna, CA 95540 Telephone: 707-725-0232 Email: pjtrichilo@gmail.com</p>	<p>Barbara Ristow- Financial Administrator 439 Melville Road Garberville, CA 95542 Telephone: 707-923-4377 FAX: 707-923-4427 Email: books@treesfoundation.org</p> <p>(also the signatory)</p>



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Lynn Wright 1330 Bayshore Way Eureka, CA 95501 Telephone: 707-441-3562 FAX: 707-445-8677 Email: hwright02@fs.fed.us	Janet Boomgarden 1330 Bayshore Way Eureka, CA 95501 Telephone: 707-441-3556 FAX: 707-445-8677 Email: jboomgarden@fs.fed.us

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator 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 debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

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

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



- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. Cooperator agree(s) that any of Cooperator's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Cooperator hereby willingly agree(s) to assume these responsibilities.

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

- H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.



Additionally, program information may be made available in languages other than English.

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

- J. **ELIGIBLE WORKERS.** Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- L. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

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

2. Accounting Records

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



3. Internal Control

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

4. Source Documentation

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

- M. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$15,000 are currently available for performance of this agreement through December 31, 2017. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Cooperator receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- N. INDIRECT COST RATES- PARTNERSHIP

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

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



subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- O. OVERPAYMENT. Any funds paid to Cooperator 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 Cooperator to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

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

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

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

- P. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination Cooperator shall close out the agreement.

Any unobligated balance of cash advanced to Cooperator must be immediately refunded to the U.S. 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 agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Cooperator.

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

- Q. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.



Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

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

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

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

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

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

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

- T. 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 Cooperatives, 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.
- U. It is the responsibility of the Six Rivers National Forest, specifically the Public Affairs Officer, to communicate these messages to the public, elected officials, or to any member of the media. The Public Affairs Officer will work cooperatively with the Cooperator to develop an appropriate communication strategy for any public notices or communications associated with the operations covered by this agreement.
- V. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- W. GOVERNMENT-FURNISHED PROPERTY. Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Cooperator's managerial personnel. Cooperator's managerial personnel, in this provision, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator shall separate the damaged and undamaged Government property, place all the



affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

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

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

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

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

"This institution is an equal opportunity provider."

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

1. Temporarily withhold cash payments pending correction of the deficiency by Cooperator or more severe enforcement action by the U.S. Forest Service;



2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Cooperator's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

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

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

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

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

CC. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue



delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

DD. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:

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

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

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

FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 31, 2017** at which time it



will expire. The expiration date is the final date for completion of all work activities under this agreement.

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

Barbara Ristow

6-1-16

BARBARA RISTOW, Financial Administrator
TREES FOUNDATION, INC.

Date

Merv George, Jr.

6-3-16

MERV GEORGE, JR., Forest Supervisor
U.S. Forest Service, Six Rivers National Forest

Date

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

Janet Boomgarden

5/25/2016

JANET BOOMGARDEN
U.S. Forest Service Grants Management Specialist

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.

More Kids in the Woods Competitive Application - FY2016

Project Title: More Kids in the Woods – Phase II – The Young Scientists: The Next Generation

Is this project New or Existing (Continuing)? Continuing

FS Project Leader Contact Info: Lynn Wright, Partnership Coordinator

Please include: **Name/phone number/FS unit/email:** 707- 445-3562, Six Rivers National Forest
hwright02@fs.fed.us

Project Location: Van Duzen River Watershed

Project Start Date 5/31/2016 Project End Date 11/15/2016

Project Summary (Must use **less than** 1700 characters and spaces):

Fourth graders from elementary schools within the Van Duzen River watershed will conduct stream surveys during the summer of 2016. Students will be accompanied by educators and resource professionals collecting current significant scientific data. Automated temperature probes will be placed in streams in early summer, checked mid-summer and retrieved in fall. Students will learn about temperature preferences of salmon and steelhead and learn to make comparative charts of results. Fish habitat types such as pools, riffles, glides and runs will be mapped, cover for fish assessed, and suitability of spawning substrate determined. Stream macroinvertebrates will be sampled to gauge diversity and abundance of these organisms that are important food resources for fish. Students will also study the condition of stream side areas, also known as riparian zones, and learn about the important link of forest health in these areas and the quality of fish habitat. Photo and video documentation of each site will be part of student activities including student experimentation with new drone technology. Participating students and resource professionals would team up to teach incoming 4th graders in the fall with an emphasis on salmon life cycle, habitat, and identification. Poster sized maps of findings for classrooms would be made by Trees Foundation, and a summary video would document the project. A field trip to the Humboldt Redwood Company's Fisheries Exhibit would be the project's culminating activity. Press releases would be published to inform the community about the project and to convey lessons learned about the important link between *healthy forests and fish habitat*.

Line Officer Support: Dan Dill, District Ranger Mad River District, Six Rivers National Forest

Has the Grants and Agreements staff and/or Procurement staff been consulted regarding this project (yes/no)? Yes

IWEB Agreement #- 13PA11051000-018 (This agreement expired in 2015. Will need to create new agreement for current proposal. Should be simple to do)

BLI: Presently Unknown

Estimate the Total number of Youth that will be reached through this project in FY16: 200

Estimate the Total number of Underserved Youth that will be reached through this project in FY16: 80

Estimate the number in each age group that will be reached through this project in FY16:	
Ages	Number of Youth
Under 6	
Ages 6-12	200
Ages 13-15	
Ages 16-20	
Over 20	

Project Description (Must use *less than* 3400 characters and spaces):

This application follows the previously successful “More Kids in the Woods” project of 2013-2014, and will provide knowledge and field experiences for fourth grade students of the Van Duzen Basin during the summer and fall of 2016. Students will be selected from four schools in the watershed, including Hydesville, Cuddeback, Bridgeville, and Van Duzen Elementary. Selection of students will be based on interest, teacher input, and an essay entitled “Why I want to become a watershed steward for the Van Duzen River.”

Habitat studies will be conducted in the Van Duzen watershed based on proximity to schools and will include excursions on property managed by the Humboldt Redwood Company, California State Parks, Humboldt County Parks, and Six Rivers National Forest. Students will be accompanied by natural resource professionals and provided with field notebooks, as well as the opportunity to use scientific instruments to conduct real life science investigations in local streams.

Friends of the Van Duzen River (FOVDR) and Eel River Recovery Project (ERRP) have been conducting water quality studies within the Van Duzen River watershed, in cooperation with the North Coast Regional Water Quality Control Board and the U.S. Forest Service. Students will help collect trend data on water temperature using Optic Pro automated water temperature sensors. Students will help place temperature probes in streams in early summer of 2016, check functionality, and retrieve probes and download data at the end of the season.

Students will also conduct fish habitat surveys to distinguish between pools, riffles, glides, and runs, and measure stream depth and cover to determine suitability for juvenile rearing of salmon and steelhead. Stream studies will also assess the diversity and abundance of aquatic macro invertebrates as well as the condition of riparian zones. Photo and video documentation of each site will be part of the student activities, including use of Go Pro cameras and IPADS provided by FOVDR. Students will get the opportunity to experiment with new drone technology taking aerial views of designated sites. A local videographer will produce a short video.

A GIS analyst will capture data summaries and photos in poster size maps for classroom walls. Maps will be printed by the Trees Foundation, the fiscal sponsor of this project. Photos and video will be shared with the school community and with parent permission will be posted on sites such as Google Earth, and the FOVDR and ERRP web sites. Press releases would inform the greater community and convey the important link between healthy forests and fish habitat.

Students will be required to report their findings based on field notes, observations, data collected, and video and photo images captured. Natural resource professionals from the community and Six Rivers National Forest, environmental educators, and the participating students at each school will provide two classroom lessons to the incoming fourth grade class of 2016. Presentations will focus on the salmon life cycle, salmon habitat requirements, and the importance of forest health and maintenance of healthy riparian conditions. A field trip to the exemplary Scotia Salmon Fisheries Exhibit operated by the Humboldt Redwood Company (HRC) will be the culminating activity.

Project Budget

Lead Partner Organization: Trees Foundation

Primary Partner Organization: Friends of the Van Duzen /Eel River Recovery Project

	MKIW Funds Requested	FS Unit Contribution	Non-FS Contribution	Total
Personnel	10,500	1340	5000	16840
Travel	1500	165		1665
Materials/Supplies	1600			1600
Transportation			1500	1500
Other Contracts	1400			1400
Totals	15000	1505	6500	23005

Project Evaluation and Sustainability

- 1.) Identify at least ONE specific indicator/ performance measure for **each** objective and outcome that will allow you to determine if you've accomplished your proposed objectives.

Students will be selected for the project based on scientific curiosity, teacher recommendation, and essays. Outcome: A group of 4th grade students will be formed.

Students will conduct stream surveys at designated sites: Data collection will be done at designated sites. Posters and mappings of the site will be documented.

Students will utilize scientific tools for study: Data collection, photos, and video footage.

Students will incorporate field study into knowledge: Dialogue with resource specialists, Presentations to incoming 4th grade students.

Incoming 4th grade students will develop understanding of healthy streams, salmon life cycle, salmon habitat and identification: 2 classes by educators and resource specialists, and field trip to Scotia Fisheries Exhibit.

- 2.) Describe how you will continue the project **without** More Kids funding; include long term commitments from project partners.

The Friends of the Van Duzen River and Eel River Recovery Project both have a long term commitment to public and school education. Both organizations will continue to monitor stream health, create reports about conditions to inform the public, hold public meetings and issue press releases to share results. Diverse grant sources will also be pursued to support additional work with students in the Van Duzen and Eel River Basins. The Ceres grant through the Trees Foundation will match this Kids in the Woods grant and provide opportunities for students to take field trips to the Scotia Salmon Fisheries Exhibit. New acquisitions will be utilized for future citizens monitoring salmon counts. The drone will have continuing use for salmon monitoring as it can be used to census salmon in shallow pools in the lower Eel River without having to disturb them using dive observations, so it will be an important tool for us.

- 3.) Describe how you will share best practices and project results; **specifically** describe how the project could be replicated by others.

Best practices and project results will be disseminated through press releases, posters, GIS mapping, Google Earth, and the FOVDR and ERRP web Sites. Each school and community will receive presentations regarding the results of the project. FOVDR and ERRP has been very active in the Van Duzen/Eel River communities and continue to disseminate information regarding the health of our streams and forest. Because we utilize scientific methods and scientific instruments with elementary school students, these processes can be replicated by other schools in Humboldt County with access to streams and salmon migration. We would encourage other schools to model our design and to educate their students to become the next generation of watershed stewards. Information from this Kids in the Woods project, past Kids in the Woods projects, Eel River Recovery Project salmon counts and best practices are all available on their web sites.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$1,288	\$0	\$500	\$2,193	\$3,980
Travel	\$162	\$0	\$0	\$1,500	\$1,662
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies/Materials	\$0	\$1,618	\$0	\$2,000	\$3,618
Printing	\$0	\$0	\$0	\$325	\$325
Other	\$0	\$12,401	\$0	\$0	\$12,401
Other					\$0
Subtotal	\$1,450	\$14,019	\$500	\$6,018	\$21,986
Coop Indirect Costs		\$981	\$0		\$981
FS Overhead Costs	\$116				\$116
Total	\$1,565	\$15,000	\$500	\$6,018	\$23,084
Total Project Value:					\$23,084

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 71.76%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 28.24%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Partnership Coordinator	\$300.00	2.00	\$600
Rec Tech	\$175.00	2.00	\$350
District Ranger	\$450.00	0.75	\$338
Total Salaries/Labor			\$1,288

Travel

Standard Calculation

Travel Expense	# miles	Cost/mile	Total
Mileage	300	\$0.54	\$162
Total Travel			\$162

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0
Total Supplies/Materials			\$0

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0
Total Printing			\$0

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0
Total Other			\$0

Subtotal Direct Costs

\$1,450

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
8.00%	\$1,450	\$116
Total FS Overhead Costs		\$116

TOTAL COST

\$1,565

WORKSHEET FOR

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

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Total Salaries/Labor					\$0

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Total Travel					\$0

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Drone Technology					\$1,400
Write in the Rain Books					\$100
Miscellaneous : Batteries, etc					\$118
Total Supplies/Materials					\$1,618

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0
Total Printing					\$0

Other Expenses					
Non-Standard Calculation					
Item		# of Units	Cost/Unit		Total
Funding to Friends of the Van Duzen					\$8,300
Funding to Eel River Recovery (See Addendum B1)					\$4,101
Total Other					\$12,401

Subtotal Direct Costs	\$14,019
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Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
7%	\$14,019				\$981
Total Coop. Indirect Costs					\$981

TOTAL COST	\$15,000
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WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Program Manager		\$300.00	1.67		\$500
Total Salaries/Labor					\$500

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0
Total Travel					\$0

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
					\$0
Total Supplies/Materials					\$0

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					\$0
Total Printing					\$0

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					\$0
Total Other					\$0

Subtotal Direct Costs

\$500

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$500			\$0
Total Coop. Indirect Costs				\$0

TOTAL COST

\$500

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Program Manager	\$300.00	2.00	\$600
Biologist	\$300.00	3.22	\$966
Videographer	\$250.00	1.00	\$250
Engineer	\$188.48	2.00	\$377
Total Salaries/Labor			\$2,193

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Elementary Schools Bus and Van		\$187.50	8.00	\$1,500
Total Travel				\$1,500

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Water Quality Equipment			\$900
Video Equipment			\$1,100
Total Supplies/Materials			\$2,000

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
Posters			\$250
Copying			\$125
Total Printing			\$325

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
Total Other			\$0

Subtotal Direct Costs

\$6,018

TOTAL COST

\$6,018

Cash to the Coop (Column B)
Addendum to Financial Plan - Pass Through Funding From Trees Foundation
to Friends of the Van Duzen and Eel River Recovery Project

Other Expenses: Salaries

<u>Job Description</u>	<u>Cost per Day</u>	<u># of Days</u>	<u>Total</u>	<u>Org</u>
Program Manager	\$300.00	13.00	\$3,900	FOVD
Biologist	\$450.00	7.78	\$3,501	ERRP
GIS Analyst, Water Quality	\$300.00	10.00	\$3,000	FOVD
Videographer	\$250.00	4.00	\$1,000	FOVD
Web Master 1	\$150.00	4.00	\$600	ERRP
Web Master 2	\$150.00	1.00	\$150	FOVD
High School Interns	\$50.00	5.00	\$250	FOVD
Total Salary Pass Through			\$12,401	

Pass-through Funding Documentation
MKIW- Phase II- The Young Scientists: The Next Generation Training Program

This More Kids In the Woods (MKIW) project engages community youth in an environmental education and watershed stewardship project in the Van Duzen watershed and involves non-Federal and Federal lands. The Trees Foundation is acting as the “lead” fiscal sponsor for the Friends of the Van Duzen River (FOVDR) and the Eel River Recovery Project (ERRP) and will be passing funding thru to them for their work on this project.

The agreement cites the Wyden Amendment authority since this allows us to work with the Cooperator on non-Federal lands to accomplish this project.

Cooperator is contributing substantially to the overall project. Since no minimum cost match is required under Wyden but Cooperator is contributing substantially to the project the Cooperator is being allowed to do pass-through funding to other partners.