

FS Agreement No. 14-PA-11052012-149  
Cooperator Agreement No. \_\_\_\_\_

**MASTER  
PARTICIPATING AGREEMENT  
Between The  
NATURE CONSERVANCY  
And The  
USDA, FOREST SERVICE  
PACIFIC SOUTHWEST REGION**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between The Nature Conservancy, hereinafter referred to as "TNC," and the USDA, Forest Service, Pacific Southwest Region hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 - a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001. Wyden Amendment, Section 323 (a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub. L. 105-277, Div. A Section 101(e), as amended by Pub. L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub L. 111-11, Sec 3001.

Background: The Nature Conservancy in cooperation with the Northern California Prescribed Fire Council and U.S. Forest Service recognize the need for a prescribed fire training exchange program to provide interagency and other public and private organizations training opportunities. The Nature Conservancy, in cooperation with the Northern California Prescribed Fire Council have organized a number of training exchanges (TREXs) and sought to expand opportunities through an agreement with the U.S. Forest Service.

The intent of this agreement is to host collaborative restoration related training events to focus on fire ecology and prescribed fire in a learning environment and facilitate inter-organizational training exchanges.

Title: Prescribed Fire Training Exchange

## **I. PURPOSE**

The purpose of this agreement is to document the cooperation between the parties to collaboratively provide interagency and other public and private organizations prescribed fire training opportunities between USFS employees and the TNC in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

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



It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

Goals of the U.S. Forest Service include collaboration and ecological restoration. The application of prescribed fire presents one of the best opportunities for achieving land management objectives on a landscape scale. The U.S. Forest Service mission includes managing fire on the landscape, while considering land management objectives, including creating resilient landscapes, upholding the U.S. Forest Service Mission and the Federal Fire Policy. The U.S. Forest Service and The Nature Conservancy share land management goals, including those of ecological restoration and collaboration.

TNC's mission is to conserve the lands and waters on which all life depends by using a collaborative approach and staying true to five unique core values. TNC's vision of "Promoting Ecosystem Resiliency through Collaboration" (11-CA-11132543-158) provides for Federal Wildland Fire Agencies to work in collaboration with TNC and its partners to build capacity for integrated and collaborative ecosystem restoration that:

- Increases ecosystem resilience,
- Promotes adaptation to changing climate, and
- Assists in addressing other critical threats across large landscapes.

This agreement aligns with many of the goals outlined in the U.S. Forest Service, Region 5 Fuels Strategy (Goal 2: "Use Collaboration to Achieve Fuels Management and Ecological Restoration Objectives on a Landscape Scale"), the National Cohesive Strategy and TNC's vision of "Promoting Ecosystem Resiliency through Collaboration". This agreement provides for additional capability to implement and increase level of prescribed fire on NFS lands in support of the U.S. Forest Service mission and ecological restoration goals.

Together, TNC and the U.S. Forest Service are collaborating with partners at multiple scales, building capacity of professionals in fire ecology and fire operations through training and development, and bolstering public support for ecologically appropriate fire and related restoration activities.

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

### III. TNC SHALL:

- LEGAL AUTHORITY.** TNC shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- Provide qualified crew members, trainee crew members, and equipment, subject to staff and funding availability.



- C. Designate a Chief-of-Party for the purpose of overseeing TNC'S employees, training participants and equipment. The Chief-of-Party shall work closely with the U.S. Forest Service Burn Boss, provided, however, that if the Chief-of-Party determines that the proposed burn is unsafe or has serious concerns about the advisability of burning, and is unable to reach a satisfactory agreement with the Burn Boss to rectify the situation; he or she retains the option of refusing the assignment. Individual crew members of the TNC shall have the right to refuse assignments or directives during a burn that they deem to be unsafe. Such individuals shall report their safety concerns to the Chief-of-Party.
  - D. Schedule and arrange for food and lodging and transportation for participants, subject to staff and funding availability.
  - E. Validate that training participants and employees meet the minimum qualifications as established by NWCG PMS 310-1 "Wildland Fire Qualification System guide."
  - F. Require that training participants and employees complete liability waiver.
  - G. Require training participants and employees to confirm that they are insured by their employer or self-insured at sufficient levels to manage unplanned costs of a work related injury.
  - H. Follow Job Hazard Analyses provided by the U.S. Forest Service.
  - I. Coordinate instructors and leaders who will mentor participants during training burns (TREN).
  - J. Monitor the performance of the agreement activities to ensure that performance goals are being achieved, and provide an annual performance report upon completion of the project work that compares actual accomplishments to the goals established for the period.
- IV. THE U.S. FOREST SERVICE SHALL:**
- A. Prepare the prescribed burn plan ("Burn Plan") and coordinate the prescribed burns on NFS lands in association with the training.
  - B. Provide qualified crew members, trainee crew members, and equipment.
  - C. Provide a fully qualified U.S. Forest Service employee to serve as Burn Boss.
  - D. Be responsible for consulting with local fire districts, air quality departments and sheriff offices, for getting necessary permits, licenses, and authorizations (including but not limited to obtaining any necessary governmental burn permits, air quality permits and other required authorizations) at its own expense, for obtaining access, and for serving as the principal point-of-contact with third parties.



E. Provide Job Hazard Analyses appropriate for the project work.

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

- A. Each party shall pay all salaries and benefits to its own employees and shall cover the costs of operation and maintenance of its own equipment, and there shall be no exchange of funds for the obligations described herein.
- B. On behalf of itself, its officers, directors, Members, employees, volunteers, agents, and representatives, each party agrees that it shall be responsible for its own acts and omissions and the results thereof, and that it shall not be responsible for the acts omissions of the other party, nor the results thereof. Each party, therefore, agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to, or death of persons, or loss or destruction of property resulting in any manner from the conduct of the parties own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement.
- C. Unless otherwise expressly provided by law, personnel or volunteers of one party shall not be considered to be agents or employees of the other party for any purpose, and not joint venture or principal-agent relationship shall be deemed to exist. Each party shall carry appropriate workers compensation coverage for its employees participating in fire management activities under this Agreement.
- D. In the event of injury to personnel or volunteers of any participating party, the Burn Boss or Incident Commander, as appropriate, shall provide or arrange for immediate medical treatment of any injuries incurred at the scene. Serious accident investigations (including but not limited to escaped prescribed fire, and accidents involving hospitalization or fatalities) will be undertaken at the discretion of either party. All parties will cooperate in any such investigation.
- E. The parties will cooperate to provide training for safe and effective fire management programs. The intent is to support high quality training, to minimize training costs by sharing resources, and to standardize training.
- F. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Jeremy Bailey Address: 559 E. South Temple City, State, Zip: Salt Lake City, UT 84102 Telephone: 801-599-1394 FAX: Email: Jeremy_bailey@tnc.org	Name: Jennifer Kern Address: TNC, North America Region, 1917 First Ave. City, State, Zip: Seattle WA, 98101 Telephone: 206-436-6247 FAX: 206-436-6273 Email: jkern@tnc.org

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Jamie Tripp Address: 3237 Peacekeeper Way City, State, Zip: McClellan, CA 95652 Telephone: 916-640-1119 FAX: Email: jltripp@fs.fed.us	Name: Jun Manalo Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-8829 FAX: 707-562-9048 Email: jmanalo@fs.fed.us

- G. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- H. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA).** Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- I. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY 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 TNC 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 TNC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds TNC has expended in violation of sections 433 and 434.

- J. **FUNDING EQUIPMENT AND SUPPLIES** Federal funding under this award/agreement is not available for reimbursement of Cooperator purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- K. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or TNC 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 TNC, at TNC's 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.
- L. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the U.S. Forest Service or TNC from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. **FEDERAL TORT CLAIMS ACT**. The United States, acting by and through the U.S. Forest Service, hereby agrees to bear any and all liabilities of any kind related to the exercise of the U.S. Forest Service's rights under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et. seq., or any other applicable act wherein Congress specifically waived sovereign immunity of the United States
- N. **ENDORSEMENT**. Any of TNC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of TNC's products or activities.
- O. **USE OF U.S. FOREST SERVICE INSIGNIA**. In order for TNC 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. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- P. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY**. TNC agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of



Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as TNC hereby willingly agree(s) to assume these responsibilities.

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

- Q. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- R. **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, etc.) 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.
- S. **ELIGIBLE WORKERS.** TNC 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). TNC shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- T. **STANDARDS FOR FINANCIAL MANAGEMENT.**
1. **Financial Reporting**  
  
TNC 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**  
  
TNC 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

TNC shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. TNC 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. TNC shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

### 4. Source Documentation

TNC shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- U. AGREEMENT CLOSEOUT. TNC shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to TNC must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

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 TNC.

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.

- V. PROGRAM PERFORMANCE REPORTS. TNC shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

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





TNC 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 TNC's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. TNC 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. TNC 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.

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.

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

- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- Y. 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.
- Z. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. TNC is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



" of the U.S. Forest Service, Department of Agriculture ."

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

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

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, TNC shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this agreement, except when any one of the following applies—
  - a. The risk is covered by insurance or TNC 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 TNC's managerial personnel. TNC's managerial personnel, in this clause, means TNC's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of TNC's business; all or substantially all of TNC's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. TNC shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. TNC 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. TNC 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 & Agreements Specialist, TNC 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.



- BB. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. TNC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- CC. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. TNC shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.
- "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*
- To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."
- If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:
- "This institution is an equal opportunity provider."*
- DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If TNC 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 the TNC 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 TNC's program;
  4. Withhold further awards for the program, or
  5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.
- EE. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:



1. When the U.S. Forest Service and TNC 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 TNC 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, in the case of a partial termination, the U.S. Forest Services determines 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, TNC 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 TNC for the United States Federal share of the non-cancelable obligations properly incurred by TNC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- FF. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- GG. DEBARMENT AND SUSPENSION. TNC 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 TNC or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- HH. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 5 years from the date of execution at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



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

Lynn M Decker 9/26/2014

Lynn M Decker, Director North America Fire Learning Network

MARK SWEENEY, Executive Director Date  
The Nature Conservancy, California Program  
North America Conservation Region

Shawna Legarza 9/22/14  
Date

SHAWNA LEGARZA, Director  
Fire and Aviation Management  
U.S. Forest Service, Pacific Southwest Region

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

Constance Zipperer 19 September 2014  
Date  
CONSTANCE ZIPPERER  
U.S. Forest Service Grants Management Specialist

Burden Statement

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

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.