

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

U.S. FOREST SERVICE AGREEMENT 26-CO-11051700-027
OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
RECREATIONAL TRAILS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: R24-02-20-D02 PROJECT TYPE: Development

GRANTEE: USFS - Tahoe National Forest

PROJECT TITLE: Development Rubicon Reroutes

PROJECT PERFORMANCE PERIOD: FROM 05/27/2026 THROUGH 12/31/2028

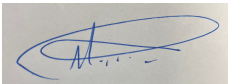
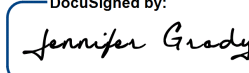
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$236,312.00 (Two Hundred Thirty Six Thousand Three Hundred Twelve and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, the Bipartisan Infrastructure Law and Public Resources Code Section 5072.8 are hereby incorporated into this Project Agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of this Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE		STATE OF CALIFORNIA			
AUTHORIZED SIGNATURE:  Digitally signed by MATTHEW LANE Date: 2026.07.22 15:10:34 -07'00'		AUTHORIZED SIGNATURE: DocuSigned by:  Jennifer Grady EB118C88AF01456			
AUTHORIZED NAME: Amber Waters		AUTHORIZED NAME: Jennifer Grady			
TITLE: Acting Forest Supervisor		TITLE: Grants Manager			
DATE:		DATE: 7/24/2026			
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER: C85-60-006		SUPPLIER ID NUMBER: 0000030487		FUND DESCRIPTION: Recreational Trails Program	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 68655	CHARGE AMOUNT: 236,312.00		PROGRAM: Local Assistance
BU: 3790	REF: 101	FUND: 0858	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024
Agency: USFS - Tahoe National Forest
Application: Development Rubicon Reroutes

APPLICANT NAME :	USFS - Tahoe National Forest		
PROJECT TITLE :	Development Rubicon Reroutes	PROJECT NUMBER (Division use only) :	R24-02-20-D02
PROJECT TYPE :			
PROJECT DESCRIPTION :	The Project is to provide Off-Highway Vehicle (PHV) related Development activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the USFS Tahoe National Forest. The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee is required to provide twelve point one one seven three six (12.11736%) percent of the total Project cost in matching funds. <u>Project Deliverables</u> - Complete two (2) trail reroutes on the Rubicon Trail. - Activities include but are not limited to approximately three-quarters (3/4) of a mile rerouting trail to avoid landslide and reduce meadow impacts. In addition, approximately one hundred and fifty (150) feet of hardening trails across intermittent drainage, and approximately two hundred (200) feet of rerouting trail to bypass frequently flooded trail segment.		

	Line Item	Qty	Rate	UOM	Total	Grant	Match
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. OHV Program Manager Notes : After some initial time with the Tahoe National Forest Trail Program Manager, this position would be the main person to monitor the construction of the trail by the partner. This position would ensure that the trail standards	80.0000	50.000	HRS	4,000.00	4,000.00	0.00

ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024
Agency: USFS - Tahoe National Forest
Application: Development Rubicon Reroutes

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	and intention of the design are met.						
	2. District OHV Trails Lead Notes : This position (1st of 2 Truckee RD OHV Trail crew members) would assist with trail hand work tasks after the excavator work and leading one of multiple volunteer teams (3-6 volunteers each) on volunteer workdays.	50.0000	42.500	HRS	2,125.00	2,125.00	0.00
	3. District OHV Trails Co-Lead Notes : This position (2nd of 2 Truckee RD OHV Trail crew members) would lead one of multiple volunteer teams (3-6 volunteers each) on volunteer workdays in hand trail cleanup work following the excavator trail construction. This trail crew member would also assist in the finish work.	50.0000	42.500	HRS	2,125.00	2,125.00	0.00
	4. District Hydrologist Notes : This specialist would monitor construction of the trail at drainage crossings.	30.0000	45.000	HRS	1,350.00	1,350.00	0.00

ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024
Agency: USFS - Tahoe National Forest
Application: Development Rubicon Reroutes

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	5. TNF Heritage Program Manager Notes : This position would be available in case cultural sites are unexpectedly discovered and disturbed.	20.0000	82.000	HRS	1,640.00	1,640.00	0.00
	6. Public Service Officer Notes : The Public Service Officer (PSO) is the district's Rubicon Trail representative. During volunteer workdays the PSO would lead one of multiple volunteer teams (3-6 volunteers each) in hand trail cleanup work following the excavator trail construction. The PSO will also assist in that finish work.	30.0000	66.500	HRS	1,995.00	1,995.00	0.00
	7. Volunteers Notes : Volunteers would participate in volunteer works days conducting trail finish work behind the excavator construction work, i.e., slash cleanup/removal, pulling berm, hand placing rock, etc.	300.0000	38.610	HRS	11,583.00	0.00	11,583.00
	8. Wildlife Biologist Notes : This specialist	20.0000	67.250	HRS	1,345.00	1,345.00	0.00

ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024

Agency: USFS - Tahoe National Forest

Application: Development Rubicon Reroutes

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	will review the site prior to construction to ensure no raptures or other species of interest did not move into the site post survey.						
Total for Staff					26,163.00	14,580.00	11,583.00
2	Contracts						
	1. Rubicon Trail Foundation Cash Contr. Notes : Rubicon Trail Foundation will hire and experienced contractor/rock crawler to implement the project deliverables. RTF will pay the contractor a portion of the costs from its organizations funds as a cash match component to the project.	21000.0000	1.000	PKG	21,000.00	0.00	21,000.00
	2. Hired Contractor Notes : Rubicon Trail Foundation will hire an experienced contractor/rock crawler to implement the project reroutes. the relatively high cost of the project are contributed to several factors; the rock crawler nature of the reroute; working near sensitive environments;	214200.0000	1.000	PKG	214,200.00	214,200.00	0.00

ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024
Agency: USFS - Tahoe National Forest
Application: Development Rubicon Reroutes

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	the need for trail hardening with imported & locally sourced rock and the installation of a bottomless arch culvert, all within a remote and rugged environment. A portable toilet service will be utilized to maintain clean water standards. The reroute will predominantly be constructed with a 9,600 lbs. rubber tracked excavator with some hand labor. Construction includes brush clearing, hazard tree removal, excavation, tread compaction, trail hardening utilizing chain link fencing and fractured granite, placing route delineators, & creating rock crawling features.						
Total for Contracts					235,200.00	214,200.00	21,000.00
3	Materials / Supplies						
4	Equipment Use Expenses						
	1. Dodge Ram 1500 4X4 Notes : This is a Truckee Ranger District OHV vehicle used for	594.000 0	1.000	MISC	594.00	594.00	0.00

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Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024
Agency: USFS - Tahoe National Forest
Application: Development Rubicon Reroutes

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	transporting personnel, carrying tools, and occasional small load towing. Fuel costs for this class of vehicle is estimated at \$.36/mile x an estimated 1,650 miles of the life of the project.						
5	Equipment Purchases						
6	Others						
Total Program Expenses					261,957.00	229,374.00	32,583.00
TOTAL DIRECT EXPENSES					261,957.00	229,374.00	32,583.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Grant Administration Notes : Administrative assistant staff costs for processing bills, collecting and filing grant expenditure documentation, maintaining the project file, and other grant related administrative duties through the life of the grant.	105.0000	36.000	HRS	3,780.00	3,780.00	0.00
	2. Indirect Costs-TNF Road Engineer Notes : Supervise the alterations to the rolling dips on Barker Pass	40.0000	60.200	HRS	2,408.00	2,408.00	0.00

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Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2024
Agency: USFS - Tahoe National Forest
Application: Development Rubicon Reroutes

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	Road to ensure the rock trucks can safely pass but ensure proper road drainage is maintained.						
	3. Indirect Costs-TNF Trail Program Manager Notes : A Forest Service subject matter expert that will provide in the field oversight and guidance to ensure the sustainability and OHV character of the Rubicon Trail is built into the reroute. The TNF Trail Program Manager will work with the District OHV Program Manager through the job training to ensure trail standards and BMPs are being implemented correctly, and that grant deliverables are being met.	10.0000	75.000	HRS	750.00	750.00	0.00
Total for Indirect Costs					6,938.00	6,938.00	0.00
Total Indirect Costs					6,938.00	6,938.00	0.00
TOTAL INDIRECT EXPENSES					6,938.00	6,938.00	0.00
TOTAL EXPENDITURES					268,895.00	236,312.00	32,583.00
TOTAL PROJECT AWARD					236,312.00		

Grant Contract for Grants Funded by Recreational Trails Program

SPECIAL PROVISIONS

This agreement includes the following special provisions:

1. The Grantee must comply with Buy America requirements for all steel and iron permanently incorporated in a project funded under title 23. (23 USC §135 and 23 CFR §635.410)
2. Projects funded after December 26, 2014 are required to follow the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." (CFR Title 2, Chapter II, Part 200 et. seq.)

GENERAL PROVISIONS

A. Definitions

The term "Act" as used herein means the Recreational Trails Program pursuant to state and federal statutes.

1. The term "Application" as used herein means the individual Project Application and its required attachments for Grants pursuant to the enabling legislation and/or Grant program.
2. The term "Acquisition" means to obtain fee title or easement of real property. Leases or rentals do not constitute Acquisition.
3. The term "Department" means the California Department of Parks and Recreation.
4. The term "Development" means Capital Improvements to real property by construction.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of Grant monies in the Act, the State hereby Grants to the Grantee a sum of money (Grant monies) not to exceed the amount stated on page 1, or 88% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Scope described in the enabling legislation, and on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Grant Scope. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Grant Scope in accordance with the time of Contract Performance Period set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.) and the National Environmental Policy Act.
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Grant Scope in writing to the State for prior approval. Changes in the Grant Scope must be approved in writing by the State.
6. If the Grant Scope includes Acquisition of real property, the Grantee agrees that lands acquired with Grant monies shall not be acquired through the use of eminent domain.
7. If the Grant Scope includes Acquisition of real property, the Grantee will comply with the terms of Title ii and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Contract and the Grantee agrees to comply with the California Government Code Chapter 16 commencing with Section 7260 et seq. and all applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the Recreational Trails legislation and/or Grant program.

c. Project Costs

The Grant moneys to be provided Grantee under this contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition (or 88% of the Project costs, whichever is less), but not to exceed in any event the Grant amount set forth on page 1 of this Contract, upon completion of the Acquisition.
 - a. After the property is in escrow, the Grantee may request an Advance up to 80% of the Grant or 100% of the actual Acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
 - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
2. If the Project includes Development, completion of the Project or any phase or unit thereof, State may disburse to Grant recipient upon receipt and approval by State of a statement of incurred costs from Grant Recipient, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this contract, (or 88% of the Project costs, whichever is less) or any remaining portion of such Grant amount to the extent of such statement.
 - a. On proof of award of a construction contract or commencement of construction by Force Account payment schedule, up to 50% Advance of the Grant amount, or an 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
 - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
3. If the Project Includes Operations or Program costs, the State may disburse Grant monies to the Grantee as follows, but not to exceed in any event the total Grant amount set forth of page 1 of this Contract:
 - a. On proof of a signed contract or agreement, or commencement of operation or program by Force Account payment schedule, up to 50% Advance of the Grant amount, or an 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded contracts or agreements.

- b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Program cost, whichever is less, on completion of the Program and receipt of a detailed summary of Program costs from the Grantee.
4. The statements to be submitted by the Grantee shall set forth in detail the incurred cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account.
5. Statements/payment requests shall be submitted to the State not less than twice a calendar year, beginning from the date of federal approval/contract performance start date.

D. Budget Contingency Clause

1. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State or offer a Contract amendment to Grantee to reflect the reduced amount.

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account, prior to the Advance. Interest earned on grant monies shall be used on the Project as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the State within 60 days of completion of the Grant Scope or end of the Contract Performance Period, whichever is earlier.
2. Grantee agrees that income earned by the Grantee from a State approved non-recreational use on the Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Grantee's jurisdiction.
3. The Grantee shall promptly submit written Project Reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Contract available for inspection upon request by the State.
5. The Grantee shall make any program developed or administered pursuant to this Contract available for observation upon request by the State.

F. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified, or amended only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

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4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of Grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Grant Scope includes Development or a Program, final payment may not be made until the Project conforms substantially to this Contract.

G. Force Majeure

1. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.
2. The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

H. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.
2. Grantee shall keep such records as the State shall prescribe, including records which fully disclose
 - (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.

3. The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract. Such accounts, documents, and records shall be retained by the Grantee for at least three years following Project termination.
4. The Grantee shall use a generally accepted accounting system.

I. Use of Facilities

1. The Grantee agrees that the Grantee shall operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. In the case of lands not held in fee by the Grantee, perpetuity shall be in accordance with the tenure or the length of time sufficient to provide public benefits commensurate with the type and duration of interest in the land held by the Grantee.
2. The Grantee agrees to use the property only for the purposes of the Grant and to make no other use, sale, or other disposition or conversion of the property except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.
3. The property acquired or developed may be transferred to another eligible Applicant if the successor Grantee assumes the obligations imposed under this Contract and with the concurrence of the Department.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Grant program.

K. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

L. Severability

1. If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

SUPPLEMENTAL PROVISIONS

This COLLECTION AGREEMENT is hereby entered into by and between the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, hereinafter referred to as the "Cooperator" and the United States Department of Agriculture (USDA) Forest Service, Tahoe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

- A. **LEGAL AUTHORITY**. The 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 nonfederal share of project costs, when applicable.
- B. **REIMBURSABLE BILLING**. The maximum total cost liability to the Cooperator for this agreement is \$236,312.00. The U.S. Forest Service shall bill the Cooperator quarterly as of December 31, March 31, June 30, and September 30 or earlier if earlier fiscal year cutoff in September is established by Forest Service for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of 0% (zero) percent.

Billings must be sent to:

Jennifer Grady
Grants Manager
California Department of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division
P.O. Box 942896
Sacramento, CA 94296-0001

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- C. **SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION**. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are:

1. **Grantee shall submit all requests for payments using a completed Request for Payment worksheet, Request form (DPR 364) which is available from the U.S. Forest Service Project Lead and accompanied by supporting documentation of the costs claimed.**

2. **The Request for Payment worksheet must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget and b) supporting documentation that clearly identifies the expenditures(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.**

- D. **OVERHEAD**. Overhead is assessed at 0% (zero) per FSH 1909.13, Chapter 40 Overhead Assessment, Amendment No. 1909.13-2013-3, 40.6 – Exempt, 1b “Are obtained from a grant, donation, non-cash contribution, reimbursement for invitational travel, or pass-through funds that do not create significant additional indirect costs.”
- E. **PRINCIPAL CONTACTS**. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

a. **Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Jennifer Grady P.O. Box 942896 Sacramento, CA 94296-0001 Telephone: 916-204-2673 Email: jenn.grady@parks.ca.gov	Madeline Adams P.O. Box 942896 Sacramento, CA 94296-0001 Telephone: 916-272-4166 Email: madeline.adams@parks.ca.gov

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joe Chavez 631 Coyote Street Nevada City, CA 95959 Telephone: 530-559-2579 Email: joe.chavez@usda.gov	Hollie Pierce 10811 Stockrest Springs Rd Truckee, CA 96161 Telephone: 530-587-3558 Email: hollie.pierce@usda.gov

- F. **REFUNDS**. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the Cooperator, authorized for use for a new agreement by the Cooperator, or waived by the Cooperator. A Unique Identity Identification (UEI) number and registration in the System for Award Management (SAM) by Cooperator may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to Cooperator.
- G. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- H. **NOTICES**. Any communication affecting the operations covered by this grant or agreement by the U.S. Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- a. To the U.S. Forest Service Program Manager, at the address specified in the grant or agreement.

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US Forest Service Agreement Number 26-CO-11051700-027

- b. To the Cooperator, at the Cooperator's address shown in the grant or such other address designated within the grant or agreement.
- I. Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- J. **DEBARMENT AND SUSPENSION.** The 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 the 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.
- K. **PAID SICK LEAVE REQUIREMENTS.** Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.
- L. **ENDORSEMENT.** Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- M. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the 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. A written request must be submitted, and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- N. **MODIFICATIONS.** Modifications within the scope of this award/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.
- O. **TERMINATION FOR COLLECTION AGREEMENTS.** Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- P. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through **12/31/2028**, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

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

KEVIN GALLARDO LOPEZ Digitally signed by KEVIN GALLARDO LOPEZ
Date: 2026.07.07 15:07:33 -07'00'

Name: KEVIN GALLARDO
U.S. Forest Service, Grants Management Specialist

Date: