AGREEMENT FOR PROFESSIONAL SERVICES

Environmental Monitoring Services for USDA Roadside Vegetation Management Risk Reduction

PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Dudek ("Consultant"), a Corporation whose address is 687 S. Coast Highway 101, Suite 110, Encinitas, CA 92024. This Agreement is made with reference to the following facts.

I. RECITALS

A. Town selected Consultant following a Requestion for Qualification process, and negotiated a scope and fee with Consultant as the highest ranked proposer.

B. Town desires to engage Consultant to provide consulting service in support of roadside vegetation management work funded through a grant from the United States Department of Agriculture.

C. Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

D. Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain the Consultant.

II. AGREEMENT

A. Scope of Services. Consultant shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.

B. Term. The term of this Agreement shall be from upon execution to Thursday, September 30, 2027.

C. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for the Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license as required in Chapter 14 of the Code of the Town of Los Gatos.

D. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

E. Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless the Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

F. Compensation: Compensation for Consultant's professional services **shall not exceed $379,142.00** at the rates set forth in Exhibit A which is attached and incorporated by reference. Payment shall be based upon Town approval of each task.

G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed per task as defined in Exhibit A, by whom, at what rate, and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.
Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:
Invoices: Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

H. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant offices during business hours upon written request of the Town.

I. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

J. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

K. Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives, nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

L. Non-Discrimination. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

A. Minimum Scope of Insurance:

1. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

3. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

4. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability:

1. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.

2. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or agents.

4. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

D. Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

E. Indemnification. The Consultant shall indemnify the Town its elected and appointed officials, employees and agents from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. Consultant shall defend the Town against any such claims.

IV. GENERAL TERMS

A. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

B. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

D. Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

E. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

F. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street, Los Gatos, CA 95030

Dudek
687 S. Coast Highway 101, Suite 110, Encinitas, CA 92024

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

G. Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

H. Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

I. Federal Contract. Consultant agrees to comply with Federal funding requirements associated with this agreement, including: .

   a. Grant Agreement between the Town of Los Gatos and the United States Department of Agriculture (Exhibit B);

   b. USDA Forest Service Federal Financial Assistance General Terms and Conditions effective 2/14/2026 (Exhibit C);

   c. USDA General Terms and Conditions for Federal Awards Effective December 31, 2025 (Exhibit D); and

   d. 2 CFR 200 Subparts A through 4 and 2 CFR Part 400.

Attachments:

A - Scope and Fee

B - Grant Agreement

C - USDA Forest Service Financial Terms

D - USDA General Terms

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

TOWN OF LOS GATOS:	DUDEK:
SIGNATURE	**SIGNATURE**
Chris Constantin	Joseph Monaco
FULL NAME	**ENTER CONSULTANT SIGNATORY'S NAME**
Town Manager	President and CEO
TITLE	**ENTER CONSULTANT SIGNATORY'S TITLE**
DATE SIGNED	**DATE SIGNED**

Approved as to form:

SIGNATURE

Gabrielle Whelan

FULL NAME

Town Attorney

TITLE

DATE SIGNED

The execution date is the date on which the last party has signed.

Exhibits List

A - Scope and Fee

B - Grant Agreement

C - USDA Forest Service Financial Terms

D - USDA General Terms

Exhibit A

Scope and Fee

USDA Roadside Vegetation Management
Summary of Consultant Fees - Dudek

Task Number	Proposed Fee (Hourly, Not to Exceed)		
1 - Technical Assistance	$	12,850.00	
2 - ROE Support	$	9,000.00	
2 - Outreach Support (Optional)	$	-	Not Authorized
3 -GIS Web Application and Data Management	$	53,500.00	
4 -Biological Resources	$	91,680.00	
5 - Cultural Resources and Tribal Cultural Resources	$	67,712.00	
6 - Field Management and Oversight	$	110,000.00	
7 - Forestry and Arborculture	$	24,000.00	
8 - Erosion and Sediment Control Services	$	-	Not Authorized
9 - Resource Agency Consultation (Optional)	$	10,400.00	
Total NTE Fee Incusive of Expenses	**$**	**379,142.00**	

EXHIBIT A

July 30, 2026

Nicolle Burnham
Town of Los Gatos
41 Miles Avenue
Los Gatos, California 95030

Subject: Proposal to Provide Environmental Monitoring and Support Services for USDA Roadside Vegetation Management Risk Reduction for the Town of Los Gatos (Town Project No. 812-0130, USDA Project No. 22-DG-11052012-13)

Dear Nicolle:

Dudek is pleased to present this proposal to provide environmental consulting services to assist the Town of Los Gatos (Town) with Phase 2 (Implementation) related tasks for the above-referenced project. This proposal is based on Dudek's Statement of Qualifications submitted to the Town on June 3, 2026; Dudek's kickoff meeting with the Town on June 29, 2026; U.S. Department of Agriculture (USDA) grant funding requirements; California Environmental Quality Act (CEQA) compliance documents; and other information provided to Dudek by the Town.

Dudek is proposing to conduct the following tasks to support the Town's efforts to satisfy USDA grant requirements for Phase 2 of the Roadside Vegetation Management Risk Reduction Project.

Scope of Services

TASK 1 TECHNICAL ASSISTANCE

This task addresses technical assistance to support the project, including providing project status reviews; information gathering; participating in conference calls and project meetings; providing technical guidance to the project team on environmental issues and requirements; responding to requests for information, clarifications and/or additional analyses; and providing follow-up coordination regarding technical issues. Dudek anticipates participating in weekly project coordination meetings; weekly or biweekly meetings with USDA; weekly construction trailer meetings; and any additional stakeholder meetings as required.

This task also includes time for project management, including contract compliance and management tasks; monitoring of budget expenditure; staffing; and schedule tracking. Dudek's project manager, Emily Scricca, will prepare a concise but accurate description of services to accompany each monthly invoice and to provide supporting materials for the Town's monthly reporting deliverables to USDA. Specific project management deliverables will include the following:

- **Schedule Tracker**
- **Budget Tracker**

- **Monthly Progress Report**
- **Project Meeting Agendas/Notes**

Technical assistance will also include the preparation of a Health and Safety Plan (HASP) and Job Hazard Analysis (JHA) for all fieldwork conducted by Dudek as required by the Occupational Safety and Health Act (OSHA) General Duty Clause (29 U.S.C. Section 654, 5(a)(1)) and 29 Code of Federal Regulations (CFR) 1910.120. Dudek will conduct as-needed auditing of daily safety forms and HASP signatures to ensure compliance with the OSHA General Duty Clause (29 U.S.C. Section 654, 5(a)(1)), 29 CFR 1910.120, and internal safety programs.

Assumptions

- HASP/JHA and daily safety forms will only apply to the scope of work being performed by Dudek employees. Other contractors on site will be responsible for their own JHA/HASP and any other necessary safety documents.

Cost for Task 1..$12,850

TASK 2 RIGHT OF ENTRY SUPPORT AND DATABASE MANAGEMENT /OUTREACH

Task 2.1 Right of Entry Support

Dudek will coordinate with the Town to develop and maintain the right of entry (ROE) permissions database, including managing, sorting, and providing ROE status updates to the geographic information system (GIS) team for updates to the vegetation management web map. Dudek will continue to update the database as treatments proceed and as in-person ROE permissions are received. Dudek will also collect resident comments, enter them into the ROE database, forward questions to the Town, and use recurring questions and community feedback to help develop a Frequently Asked Questions (FAQ) page for the Town's website.

Task 2.2 Outreach Support and Services (Optional)

NOT AUTHORIZED - AUGUST 2026

As an optional service, Dudek can provide additional support for public meeting coordination, community outreach, and public communications at the Town's request. This support may include assisting with meeting logistics, preparing outreach materials, responding to community inquiries in coordination with Town staff, and documenting public comments or questions received during the outreach process.

Assumptions

- Dudek will compile existing completed ROE documents and completed ROE documents received during the project, including in-person ROE permissions received as vegetation management treatments proceed.
- Dudek will provide ongoing ROE database updates for approved, not approved, and no-response parcels based on ROE information provided to Dudek by the Town, residents, or field staff.
- Dudek is not responsible for following up on ROE documents that were returned incomplete or ROE notices that were unable to be delivered.

Deliverables

- Results of ROE responses to be incorporated into project-specific vegetation management maps (Task 7)

Cost for Task 2.1... $9,000

Cost for Optional Task 2.2..$2,710

TASK 3 GIS WEB APP/DATA MANAGEMENT

Dudek will develop and configure shareable GIS-based project tracking tools within Dudek's Esri Portal environment to support field data collection, project coordination, and public-facing project status updates. This work will include creating an Esri Field Maps application and associated web maps for use by the Town, subcontractors, and field crews to collect, review, and update project-related information. The tools will be configured to track parcel permission/approval status, work progress, biological and cultural resources survey results, and additional project data provided by forestry or other project teams. Dudek will configure the necessary hosted feature layers, web maps, symbology, pop-ups, editing settings, user access, and sharing permissions needed to support internal project workflows and controlled access by Town staff and subcontractors.

Dudek will also develop a desktop web mapping application within the Esri Portal to allow the Town, subcontractors, and, where appropriate, the public to view project progress, status information, work areas, and other relevant project developments. Dudek GIS specialists will participate in weekly project coordination meetings to review progress, address data or application needs, and incorporate requested updates. Throughout Phase 2 of the Roadside Hazardous Vegetation Management Project, Dudek will prepare PDF map exhibits for Town review, project coordination, public communication, and other project-related needs, including maps showing project status, work areas, completed activities, planned work, survey information, or other relevant information requested by the Town or project team.

Cost for Task 3..$53,500

TASK 4 BIOLOGICAL RESOURCES

Dudek will provide biological resources support during all phases of project implementation to avoid potential project-related impacts to sensitive natural resources and to ensure project compliance with project-specific environmental documents. We anticipate the following tasks will be required to support the project:

Task 4.1 Database Searches and Literature Review

Dudek will conduct a literature review to identify special-status species or sensitive habitats known to occur in the project vicinity as an update to the biological studies conducted for the CEQA Exemption Analysis and Vegetation Management Plan for the Town of Los Gatos documents prepared by SWCA Environmental Consultants in 2020. Specifically, Dudek biologists will search the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database, the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online planning tool, and the California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants of California. Dudek will also review relevant biological reports that may be available from other projects or studies in the vicinity of the project. The results of the database searches and literature review will be evaluated relative to the location and extent of the project treatment areas to ensure special-status species and other sensitive resources that are known to occur (or that have some potential to occur) are addressed by the protective measures that have been identified for the project.

Task 4.2 Reconnaissance-Level Biological Field Assessment

Following the updated database searches and literature review, and prior to project implementation, Dudek biologists will conduct a general biological field assessment of the project treatment areas to review current site conditions; document existing natural communities on and in the vicinity of the project site; and assess the potential for special-status species and sensitive habitats to occur. During the field assessment, Dudek biologists will compile an inventory of plant and animal species detected by sight, calls, tracks, scat, or other sign, as well as habitat types present. The potential presence of special-status species will be determined based on an evaluation of the physical characteristics of the site (elevation, vegetation communities, soils, etc.); the type and quality of habitats present; and records from the vicinity of the project site. The reconnaissance-level field assessment will generate planning-level biological resources information that can be used to help guide project planning and scheduling and inform what target resources (special-status species and/or sensitive habitats) warrant additional focused pre-work surveys or specific protective measures.

The results of the reconnaissance-level biological field assessment will be compiled into a memorandum that will inform what portions of the project site support (or may support) sensitive biological resources that require protection during project implementation. The memorandum will specifically identify what resources: (1) warrant further focused pre-work surveys to determine presence/absence (e.g., special-status plants, nesting birds, roosting bats [Task 4.4 below]); (2) require some level of biological monitoring during project implementation (Task 4.5 below); and/or (3) trigger additional protection measures/best management practices (BMPs) to avoid and minimize impacts.

All data collected as part of Task 4.2 will be provided to the Town for use in project mapping, as described in Task 3.

Assumptions

- The Town will coordinate access to privately owned properties prior to the commencement of fieldwork, if necessary.
- Dudek will perform all work in accordance with the applicable local, state, and federal safety requirements. For fieldwork, this may include demobilizing and remobilizing teams due to dangerous weather conditions, the presence of dangerous individuals, or other environmental hazards.

Deliverables

- One draft and one final Biological Resources Memorandum, including one round of revisions on the draft report based on a set of consolidated comments from the Town

Task 4.3 Worker Environmental Awareness Training

Dudek biologists will prepare and present a Worker Environmental Awareness Training (WEAT) program. The training will include biological resource training; a review of the project's environmental compliance measures; a review of the legal basis for the protection of biological resources; and an overview of the biological resources that may be encountered during project implementation. A qualified biologist will attend all pre-construction meetings and project briefings to present the WEAT; review avoidance and minimization measures (AMMs); and provide methods for treatment and protocol for potential inadvertent discoveries. The WEAT materials will be provided as a handout that can be referred to by construction personnel to refresh or otherwise receive self-administered biological resources training.

Assumptions

- Follow-up WEAT training for additional construction staff will be provided by the biological monitors, if on site, or the field management/project oversight staff as needed during project implementation.

Deliverables

- WEAT training handouts to be provided for all attendees during training sessions in English and in Spanish
- Completed signature roster of all staff and subcontractors who have received the WEAT program

Task 4.4 Pre-Work Biological Surveys

In accordance with Avoidance and Minimization Measure No. 3 of the CEQA Exemption Analysis and Vegetation Management Plan for the Town of Los Gatos (SWCA 2020), Dudek qualified biologists will conduct pre-work surveys for biological resources, including rare plants or locally important stands of plants, sensitive vegetation communities, aquatic resources, San Francisco dusky-footed woodrat nests, large trees with cavities that may support roosting bats, and any other special-status species, or their habitats, that may be present. The surveys will be conducted within a maximum 50-foot distance from the centerline of pavement on either side of the designated roadways by either one or two biologists depending on the terrain, density of vegetation, and overall level of effort required for the project treatment area. This approach will provide intensive-level surveys and ensure appropriate visual coverage of the project treatment areas. The surveys will be conducted on foot using binoculars and/or a spotting scope to observe potential nesting bird/roosting bat activity. All features within the project site will be thoroughly inspected for the presence of nesting birds, special-status amphibians, roosting bats, and San Francisco dusky-footed woodrat middens.

All resources identified will be mapped with global positioning system (GPS) coordinates and photographed. Dudek will flag any identified sensitive wildlife resources for avoidance with the appropriate buffers based on the recommendation by the qualified biologist. All data will be provided to the Town for use in project mapping, as described in Task 3.

Due to the ongoing nature of the project, Dudek qualified biologists will conduct pre-construction surveys of the treatment areas on a weekly basis as the project is implemented and advances. The biologists will work with the field management and project oversight team (described in Task 6 below) to determine the priority pre-construction survey areas based on the work plan for the week.

The results of the pre-construction surveys will be summarized in a final report for the Town, as described in Task 4.6 below.

Assumptions

- The Town will coordinate access to privately owned properties prior to the commencement of fieldwork, if necessary.

- Dudek will perform all work in accordance with the applicable local, state, and federal safety requirements. For fieldwork, this may include demobilizing and remobilizing teams due to dangerous weather conditions, the presence of dangerous individuals, or other environmental hazards.

Deliverables

- Data for Field Maps Web Application
- Daily field summary reports (Survey 123 forms)

Task 4.5 Biological Resources Monitoring During Project Implementation

Dudek will provide qualified biologists to conduct the range of biological monitoring activities that may be needed during project implementation. Dudek biologists will support the Town throughout project implementation to confirm that AMMs and BMPs are applied to the project and implemented successfully. In areas where focused biological surveys may be deemed necessary, qualified biologists will conduct work area inspections prior to the commencement of work every day and remain on site during the duration of work activities to ensure impacts to sensitive species and resources are fully avoided. If any sensitive wildlife or resources are encountered during biological monitoring efforts, the Town will be notified immediately, and the biologist will allow the animal to leave the site on its own accord, and/or relocate the animal to suitable habitat as necessary. Dudek biologists will work with the Town and the vegetation removal contractor to ensure impacts to sensitive resources are fully avoided.

The biologists will document the results of all monitoring and work activities in daily field summary reports. Additional documentation beyond the field memorandums, such as field notes, photographs, and maps, will be maintained as part of the project record and will be summarized in the final Biological Resources Summary Report for the Town, as described in Task 4.6 below.

Assumptions

- The Town will coordinate access to privately owned properties prior to the commencement of fieldwork, if necessary.
- Dudek will perform all work in accordance with the applicable local, state, and federal safety requirements. For fieldwork, this may include demobilizing and remobilizing teams due to dangerous weather conditions, the presence of dangerous individuals, or other environmental hazards.

Deliverables

- Data from Field Maps Web Application
- Daily field summary reports (Survey 123 forms)

Task 4.6 Biological Resources Summary Report

At the completion of the project, Dudek will prepare a stand-alone Biological Resources Summary Report that will document the results of the database searches, reconnaissance-level field assessment, pre-work biological resources surveys, and biological monitoring conducted for the project (Tasks 4.1–4.5). The document will include an introduction, background, brief environmental context, methods, results, and summary of compliance with project AMMs and BMPs. Associated figures, project photos, and datasets will be included as part of the final Biological Resources Summary Report.

Assumptions

- The Biological Resources Summary Report will not be sufficient for regulatory permitting or resource agency consultation, serving rather as a record of the studies conducted for the project and an evaluation of the project's compliance with environmental documents.

Deliverables

- One draft and one final Biological Resources Summary Report, including one round of revisions to the draft report based on a set of consolidated comments from the Town

Cost for Task 4..$91,680

TASK 5 CULTURAL RESOURCES AND TRIBAL CULTURAL RESOURCES

Dudek will complete an archaeological resources inventory in conformance with local, CEQA, and USDA requirements. Dudek's inventory will include a California Historical Resource Information Systems (CHRIS) records search, a Native American Heritage Commission (NAHC) Sacred Land Files search, a pedestrian survey, report preparation, preparation of a WEAT program, and archaeological monitoring. The goal is to build on any available technical information, as appropriate. It is anticipated that vegetation management practices will be in line with standard-exempt methods, allowing for minimal ground disturbance and avoiding impacts to cultural resources.

Task 5.1 Background Research

As the Vegetation Management Project (VMP) Phase I records search conducted for the project is over 5 years old and did not include the roadway portions of the VMP, Dudek will begin by conducting an updated CHRIS records search of the project site, including a 0.25-mile radius, at the Northwest Information Center (NWIC), which houses cultural resource records for Santa Clara County. The purpose of the records search is to identify any newly recorded cultural resources that may be located within the project site along the roadways. In addition to a review of previously prepared site records and reports, the records search will also potentially provide new or confirming information on historical maps of the area of potential effects (APE), ethnographies, the National Register of Historic Places, the California Register of Historical Resources, the California Historic Property Data File, the Built Environment Resources Directory, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility.

Dudek will also initiate correspondence with NAHC to request a search of the Sacred Lands File for any known Native American resources identified within and adjacent to the project site. As part of the results of this search, NAHC will provide a Contact List of tribal individuals and organizations that may have additional information concerning resources in the vicinity.

Task 5.2 Initial Site Tour and Pedestrian Survey

Upon the completion of background research, Dudek archaeologists will conduct an initial archaeological field assessment of the project site to review current site conditions and identify areas of higher potential to contain cultural resources. This reconnaissance-level field assessment will assist in future planning of the project and the dedicated archaeological pedestrian survey by identifying what portions of the project site may need archaeological monitoring and the most efficient use of field staff during pedestrian survey.

After the initial assessment, Dudek will conduct a pedestrian survey of the entire project site for archaeological resources. It is assumed that a Native American monitor will not be required during the survey. If it is determined that a Native American monitor is required to be present during the pedestrian survey, Dudek will provide an augment to this scope of work and associated costs accordingly. The archaeological survey will consist of a pedestrian survey of open areas and areas adjacent to existing roads. Survey strategies will be adjusted with the intent of identifying areas of elevated sensitivity and informing vegetation management practices and completed through a combination of 100% coverage and reconnaissance-level visual inspections. A total of 5 days with two archaeologists is provided for this exercise.

Task 5.3 Worker Environmental Awareness Training

Dudek archaeologists will prepare and present a WEAT program. The training will include archaeological resource training; a review of the project's environmental compliance measures; a review of the legal basis for the protection of archaeological resources; and an overview of the archaeological resources that may be encountered during project implementation. A qualified archaeologist will attend all necessary pre-construction meetings and project briefings to present the WEAT; review avoidance and mitigation measures; and provide methods for treatment and protocol for potential inadvertent discoveries. The WEAT materials will be provided as a handout that can be referred to by construction personnel to refresh or otherwise receive self-administered archaeological resources training.

Assumptions

- Dudek assumes NWIC records search fees will not exceed $3,500. NWIC results may take up to 6 weeks to be received, and the search radius or requested materials may need to be adjusted based on the information available.
- Dudek assumes that all Native American coordination and/or consultation will be completed by the lead agencies, if applicable.
- Dudek assumes the pedestrian survey will not identify previously unknown archaeological resources requiring additional documentation, evaluation, artifact collection, or curation. If such resources are encountered, Dudek will work with the Town to amend the scope and budget as appropriate.
- Follow-up WEAT training for additional construction staff will be provided by the archaeological monitors, if on site, or the field management/project oversight staff as needed during project implementation.

Deliverables

- WEAT training handouts will be provided for all attendees during training sessions in English and in Spanish.
- Completed signature roster of all staff and subcontractors that have received WEAT program

Task 5.4 Cultural Resources Report

Dudek will prepare an Archaeological Survey Report that will include the ethnology, prehistory, and history of the region, and summarize the results of the NWIC records search, NAHC Sacred Lands File search, background research, and pedestrian survey. The report will also include a brief project description and any management recommendations pursuant to the applicable federal, state, and local regulations. The report will provide an assessment of the potential for the project site's treatment areas to contain archaeological resources and the potential for the proposed project implementation to impact archaeological resources. The report will include recommendations for the vegetation management approach based on the potential for vegetation treatment activities to affect cultural resources. Where resources are present, Dudek recommendations will be in line with standard exempt methodologies (e.g., handwork only, rubber-wheeled vehicles, no ground disturbance). Dudek assumes no more than two drafts and one final version of the report will be required.

Deliverables

- One draft and one final Cultural Resources Report, including one round of revisions to the draft report based on a set of consolidated comments from the Town

Task 5.5 Archaeological Monitoring

Once areas of archaeological monitoring are determined through the above-described tasks, Dudek will provide an archaeological monitor under the direct supervision of the Lead Archaeologist to be present on site each day to monitor all ground-disturbing activities with the potential to result in a significant impact (adverse effect) to cultural resources. Daily logs will be prepared by monitors detailing daily activities. Logs will be submitted digitally as part of the final reporting, or as otherwise requested. The scope includes a daily-rate cost including mileage and per diem reimbursement for an archaeologist with a minimum BA in archaeology or a related field and relevant local experience. The scope also includes project coordination and site visits (up to 2 days) by the Lead Archaeologist to inspect potential discoveries.

If the Lead Archaeologist can demonstrate that the level of monitoring should be reduced or discontinued, the Lead Archaeologist, in consultation with the Town and reviewing lead agencies, may adjust the level of monitoring to circumstances as warranted.

Following the completion of construction, Dudek will prepare a cultural monitoring report documenting the overall monitoring activities. Dudek assumes that no archaeological resources will be discovered that require formal documentation and evaluation and that a letter report documenting monitoring activities will be sufficient. If non-significant artifacts are identified during the course of construction, this task assumes that these resources will be documented on site and that no collection or curation will be necessary as cultural materials discovered during the project construction are to be reburied on site in an identified “environmentally sensitive area.” Once complete, the report will be submitted to NWIC.

Assumptions

- Dudek assumes that monitoring staff will be informed at least 48 hours before (2 business days) the start of each week (Monday) and at the end of each workday regarding whether ground-disturbing activities that require construction monitoring will be occurring the next business day.
- No more than 15 days of monitoring by an archaeological monitor will be required. Should the monitoring schedule need to be adjusted, additional staff time will need to be authorized through a contract amendment to provide additional monitoring and coordination.
- Dudek assumes the Town will retain the services of Native American monitor (if required) with an appropriate Native American Tribe to monitor all ground-disturbing activities associated with project-related construction activities.
- If workdays are shorter than 10 hours, or fewer monitoring days are required, Dudek will bill the actual hours worked to a minimum of 4 hours.
- No weekend or night work will be required.

- Dudek assumes a workday consists of 10 hours and work will occur Monday through Friday.
- No State Historic Preservation Officer (SHPO) review or substantial comments from the USDA will be provided.
- All vegetation treatment strategies will be generally in line with standard exempt approaches applied by the California Department of Forestry and Fire Protection (CAL FIRE), U.S. Forest Service, and other similar agencies.
- Dudek will plan to use local staff; however, some commuting may be required to ensure suitable staff are available. Dudek assumes that no more than 15 days of monitoring by an archaeological monitor (10-hour days [SO11.1]) inclusive of drive time and a per diem of $206.00/day. Should a longer drive be required, the per diem rate may be applied to supplement drive time instead. The daily monitoring rate for 2026 is $1,830.00.

Deliverables

- One draft and one final Archaeological Monitoring Report, including one round of revisions to the draft report based on a set of consolidated comments from the Town

Cost for Task 5..$67,712

TASK 6 FIELD MANAGEMENT/PROJECT OVERSIGHT

Dudek will provide field management/project oversight support to supplement the Town's Wildfire Mitigation Project management efforts throughout the duration of project implementation. Dudek responsibilities will include coordinating with selected vegetation removal contractor(s) to provide scope of work direction; ensuring that vegetation management activities are performed in accordance the Town's Vegetation Management Plan; documenting and tracking work activities and progress; assisting with the planning and prioritization of work locations; and providing oversight/direction to all Dudek resource groups in order to maintain project objectives. Dudek's field manager, Tyler Young, will serve as the primary day-to-day point of contact to address contractor questions; coordinate with the Town and Dudek's environmental team; and respond to issues and concerns in the field as they arise. The objective of a Dudek-supplied field manager is to provide a daily field management presence during the work week and support the responsibilities of the Town's Wildlife Mitigation Project management team. The frequency of on-site field management support will be determined based on specific project needs and may range from periodic site visits to full-day oversight, based on the project status and field conditions in various phases of work.

Assumptions

- The scope assumes field management responsibilities will be shared between Dudek's field manager (Tyler Young) and the Town's Wildfire Mitigation Project Manager. Based on prior communications with the Town, Tyler Young (Dudek) will support approximately 40 percent of the field management role, while the Town will provide the remaining 60 percent.
- Dudek field management support will be scheduled on an as-needed basis. The exact field management schedule for the upcoming work week will be determined during a weekly Thursday planning call with the Town and Dudek environmental team, during which the field management schedule and site coverage will be determined based on planned work activities for the subsequent week.
- For budgeting purposes, Dudek assumes approximately 20 hours/week will be required for field management support.

Cost for Task 6...$110,000

TASK 7 FORESTRY AND ARBORICULTURE

Dudek will provide forestry and arboriculture support to assist the Town with planning and implementing roadside vegetation management activities. Dudek's Registered Professional Forester (RPF) and/or Certified Arborist will support the preparation of vegetation management planning documents; provide arboricultural expertise during implementation; and assist the Town with evaluating vegetation management activities and tree-related concerns.

Task 7.1 Roadside Vegetation Management Work Plan and Tree Maintenance Standards

Dudek will prepare a Roadside Vegetation Management Work Plan to guide vegetation management activities along priority roads identified by the Town. The work plan will be organized by individual roads or sections of roads and will incorporate available project data, ROE information, field observations, and input from the Town and project team. The work plan will identify recommended vegetation management approaches, sequencing considerations, access constraints, and implementation guidance to support contractor planning and field execution. As part of the work plan, Dudek will develop tree maintenance standards for the priority roads.

During implementation, Dudek's RPF and/or Certified Arborist will provide technical support, including review of proposed work areas, recommendations regarding tree pruning or removal, participation in weekly project team meetings, periodic field site visits, and responses to contractor questions regarding the implementation of the approved work plan and tree maintenance standards.

Task 7.2 Property Owner Arborist Guidance

Dudek will provide as-needed arborist guidance to cooperating property owners during implementation. This support may include responding to tree-related questions routed through the Town or project team; explaining recommended vegetation management approaches; and helping address property-owner concerns related to pruning, tree retention, tree removal recommendations, or contractor implementation near private property.

Task 7.3 Vegetation Management Implementation Evaluation

Dudek will evaluate vegetation management work during implementation to support consistency with the Roadside Vegetation Management Work Plan, tree maintenance standards, and project objectives. Evaluation may include field review of completed or active work areas; documentation of implementation observations; identification of corrective actions or follow-up recommendations; and coordination with the Town and contractor regarding work quality, consistency, and upcoming field priorities.

Task 7.3 includes recurring meetings with Town Los Gatos staff and contractors to summarize work progress, the effectiveness of maintenance standards, and resident inquiries.

Assumptions

- Written treatment plans for private property owners will not be required.

Deliverables

- One draft and one final Roadside Vegetation Management Work Plan, including one round of revisions to the draft report based on a set of consolidated comments from the Town

Cost for Task 7 .... $24,000

TASK 8 NOT AUTHORIZED AUGUST 2026

TASK 8 EROSION AND SEDIMENT CONTROL SERVICES

Dudek will provide technical support for erosion control and stormwater management support services, as needed, during the implementation of roadside vegetation management activities. Services will include evaluating post-work conditions to identify possible erosion-prone locations and providing recommendations for stabilization measures to minimize erosion and sediment transport during the rainy season. Town personnel and Dudek field manager (see Task 6) will work in conjunction to identify areas requiring stabilization following segments of completed work. Dudek erosion control professionals will be consulted as needed to recommend the appropriate erosion control measures and BMPs based on site conditions and anticipated weather conditions. The primary objective will be to minimize ground disturbance through proactive work planning, and erosion and sediment control recommendations will only be provided where unanticipated ground disturbance occurs or where ground disturbance cannot be avoided.

Assumptions

- Task 8 is intended to provide erosion control and stormwater management consultation recommendations on an as-needed basis and may not be required regularly during project implementation based on weather conditions.
- Work areas occurring within the wildland portions of the project with steeper slopes will have a higher potential for post-work stabilization, while work occurring in developed residential areas is expected to require few or no erosion measures.
- Dudek will provide erosion and sediment control consultation only. Any labor or materials associated with the installation of erosion control BMPs would be the responsibility of the Town's contractor.

Cost for Task 8.. $3,500

TASK 9 RESOURCE AGENCY CONSULTATION (OPTIONAL)

Dudek will be available for resource agency consultation on the project if the need arises. Agencies that may require consultation on the project include, but are not limited to, CDFW, USFWS, the Regional Water Quality Control Board, and U.S. Army Corps of Engineers. Dudek will be available to coordinate with the resource agencies on behalf of the Town, participate in conference calls and teams meetings, coordinate agency site visits, and prepare project files and documentation that may be requested by the agencies.

Assumptions

- Dudek assumes that permit application preparation, permit processing support, and the development of supporting technical documentation are not included in this scope or budget. If such services are required, they will be addressed through a contract amendment.

Cost for Optional Task 9.. $10,400

TASK 9 INCLUDED IN AGREEMENT AUGUST 2026

Cost Estimate and Terms

Dudek proposes to conduct the above-described tasks on an hourly plus expenses basis up to a not-to-exceed budget of ~~$385,352.~~ No work beyond the not-to-exceed amount or outside of the proposed services described above will be performed without written authorization from the Town of Los Gatos. All labor hours will be billed according to Dudek's 2026 Standard Schedule of Charges, a copy of which is attached and hereby incorporated by reference.

We appreciate the opportunity to provide this proposal to support the Town of Los Gatos on this important project. Please contact me at 484.354.3983 or escricca@dudek.com if you have any questions or require additional information.

Total Agreement Amount Authorized - $379,142.00

Sincerely,

Emily Scricca
Senior Biologist/Project Manager

Att.: *Dudek 2026 Standard Schedule of Charges*
CC: *Sean O'Brien, Dudek*

Attachment A

Dudek 2026 Standard Schedule of Charges

DUDEK 2026 Standard Schedule of Charges

Engineering Services

Project Director	$350.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$310.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$285.00/hr
Senior Project Manager	$285.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$250.00/hr
Project Engineer IV/Technician IV	$240.00/hr
Project Engineer III/Technician III	$230.00/hr
Project Engineer II/Technician II	$215.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$225.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$210.00/hr
Designer	$195.00/hr
Assistant Designer	$190.00/hr
CADD Operator III	$210.00/hr
CADD Operator II	$205.00/hr
CADD Operator I	$165.00/hr
CADD Drafter	$185.00/hr
CADD Technician	$135.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr
Engineering Assistant	$130.00/hr

Environmental Services

Senior Project Director	$375.00/hr
Project Director	$350.00/hr
Senior Specialist V	$290.00/hr
Senior Specialist IV	$275.00/hr
Senior Specialist III	$260.00/hr
Senior Specialist II	$245.00/hr
Senior Specialist I	$230.00/hr
Specialist V	$220.00/hr
Specialist IV	$205.00/hr
Specialist III	$195.00/hr
Specialist II	$185.00/hr
Specialist I	$175.00/hr
Analyst V	$165.00/hr
Analyst IV	$155.00/hr
Analyst III	$145.00/hr
Analyst II	$135.00/hr
Analyst I	$115.00/hr
Technician IV	$105.00/hr
Technician III	$95.00/hr
Technician II	$85.00/hr
Technician I	$75.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$180.00/hr
Survey Lead	$310.00/hr
Survey Manager	$270.00/hr
Survey Crew Chief	$205.00/hr
Survey Rod Person	$155.00/hr
Survey Mapping Technician	$145.00/hr

Construction Management Services

Principal Manager	$225.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$190.00/hr
Project Manager/Construction Management	$180.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$180.00/hr
On-site Owner's Representative	$165.00/hr
Prevailing Wage Inspector	$165.00/hr
Construction Inspector	$155.00/hr
Administrator/Labor Compliance	$130.00/hr

Hydrogeology/HazWaste Services

Project Director	$350.00/hr
Principal Hydrogeologist/Engineer III	$330.00/hr
Principal Hydrogeologist/Engineer II	$320.00/hr
Principal Hydrogeologist/Engineer I	$310.00/hr
Senior Hydrogeologist V/Engineer V	$285.00/hr
Senior Hydrogeologist IV/Engineer IV	$275.00/hr
Senior Hydrogeologist III/Engineer III	$265.00/hr
Senior Hydrogeologist II/Engineer II	$255.00/hr
Senior Hydrogeologist I/Engineer I	$245.00/hr
Project Hydrogeologist V/Engineer V	$235.00/hr
Project Hydrogeologist IV/Engineer IV	$225.00/hr
Project Hydrogeologist III/Engineer III	$215.00/hr
Project Hydrogeologist II/Engineer II	$205.00/hr
Project Hydrogeologist I/Engineer I	$195.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$140.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$230.00/hr
Operations Manager	$170.00/hr
District Secretary/Accountant	$155.00/hr
Collections System Manager	$155.00/hr
Grade V Operator	$145.00/hr
Grade IV Operator	$130.00/hr
Grade III Operator	$120.00/hr
Grade II Operator	$100.00/hr
Grade I Operator	$95.00/hr
Operator in Training	$85.00/hr
Collection Maintenance Worker	$90.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$190.00/hr
Creative Services III	$165.00/hr
Creative Services II	$150.00/hr
Creative Services I	$135.00/hr
Technical Editor IV	$190.00/hr
Technical Editor III	$165.00/hr
Technical Editor II	$155.00/hr
Technical Editor I	$135.00/hr
Publications Specialist IV	$140.00/hr
Publications Specialist III	$130.00/hr
Publications Specialist II	$120.00/hr
Publications Specialist I	$110.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Exhibit B

Grant Agreement

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 22-DG-11052012-134
Between The
LOS GATOS, TOWN OF
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION, FIRE AND AVIATION MANAGEMENT

Project Title: Fuels Reduction Project

Upon execution of this document, an award to the Los Gatos, Town of, hereinafter referred to as "TLG," in the amount of **$750,000.00**, is made under the authority of the Consolidated Appropriations Act of 2022, P.L. 117-103. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.723, Community Project Funding - Congressionally Designated Funding. TLG accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated August 22, 2022, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 505-382-9982.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. TLG shall have the legal authority to enter into this award, 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. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

EXHIBIT B

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Arn Andrews 110 East Main Street Los Gatos CA 95030 Telephone: 408.354.6836 Email: aandrews@losgatosca.gov	Arn Andrews 110 East Main Street Los Gatos CA 95030 Telephone: 408.354.6836 Email: aandrews@losgatosca.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Barb Geringer 1323 Club Drive Vallejo, CA 94592 Telephone: 202-577-4827 E: barbara.geringer-frazier@usda.gov	Wendy Yun 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8928 Email: wendy.yun@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). TLG 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 award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE & REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Barb Geringer: barbara.geringer-frazier@usda.gov

E. INDIRECT COST RATES. TLG has elected to not assess indirect against this award.

F. PRIOR WRITTEN APPROVAL. TLG shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award 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.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 03/15/2022 pursuant to 2 CFR 200.458.

The end date, or expiration date is **03/14/2025**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

I. <u>AUTHORIZED REPRESENTATIVES</u>. 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 award. In witness whereof the parties hereto have executed this award.

For: LAUREL PREVETTI, Town Manager — 9/23/22 Date
Los Gatos, Town of

YOLANDA SALDANA — Digitally signed by YOLANDA SALDANA Date: 2022.09.23 11:27:40 -07'00'

YOLANDA SALDANA, Deputy Director for
JAMIE GAMBOA, Director Fire & Aviation Management — Date
U.S. Forest Service, Pacific Southwest Region

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

Sara J. Comas — 9/21/2022
SARA COMAS — Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, TLG a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to TLG for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by TLG or any third party.

C. NOTICES. Any notice given by the Forest Service or TLG will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To TLG, at the address shown in the award or such other address designated within the award.

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

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

TLG shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final performance report shall be submitted either with TLG's final payment request, or separately, but not later than 120 days from the expiration date of the award.

G. NOTIFICATION. TLG shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for TLG to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify TLG when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of TLG'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. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. TLG is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

TLG may call on Forest Service's Office of Communication for advice regarding public notices. TLG is requested to provide copies of notices or announcements to the Forest

Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish TLG a written copy of the decision.

2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, TLG appeal(s) the decision to the Forest Service's Director Fire & Aviation Management. Any appeal made under this provision shall be in writing and addressed to the Director Fire & Aviation Management, Pacific Southwest Region, USDA, Forest Service, Vallejo, CA 94592. A copy of the appeal shall be concurrently furnished to the Signatory Official.

3. In order to facilitate review on the record by the Director Fire & Aviation Management, TLG shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

4. A decision under this provision by the Director Fire & Aviation Management is final.

5. The final decision by the Director Fire & Aviation Management does not preclude TLG from pursuing remedies available under the law.

M. AWARD CLOSEOUT. TLG must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to TLG must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

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

N. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

O. DEBARMENT AND SUSPENSION. TLG shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should TLG or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. 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 award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

POLICY?

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to

terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

(1) Associated with performance under this award; or

(2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ''Employee'' means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   c. ''Private entity'':
      (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      (2) Includes:
         i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         ii. A for-profit organization.
   d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. DRUG-FREE WORKPLACE.

1. TLG agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions TLG will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and
      (2) Shall notify TLG in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. TLG agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. TLG agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after TLG learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, TLG must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

S. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. 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.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) 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.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. 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
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

T. ELIGIBLE WORKERS. TLG 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 U.S.C. 1324(a)). TLG shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

U. FREEDOM OF INFORMATION ACT (FOIA). Public access to award 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 315(e).

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

V. 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.

W. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

X. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

Federal Funding Accountability & Transparency Act Subaward Reporting System

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *https://www.sam.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
  (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
  (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

* d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

X 41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

APPLICATION

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:
☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 07/08/2022

4. Applicant Identifier:

5a. Federal Entity Identifier: FEIN 94-6001435

5b. Federal Award Identifier: 22-DG-11052012-134

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Town of Los Gatos

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6001435

* c. UEI: MPQTKTQ7N4L4

d. Address:

* Street1: 110 E Main Street
Street2:
* City: Los Gatos
County/Parish:
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 95030-6981

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Arn
Middle Name:
* Last Name: Andrews
Suffix:

Title: Assistant Town Manager

Organizational Affiliation:

* Telephone Number: 408-354-6836
Fax Number:

* Email: aandrews@losgatosca.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.723

CFDA Title:

Community Project Funding - Congressionally Designated Funding

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Town of Los Gatos - Fuels Reduction Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-18

* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 3/15/2022

* b. End Date: 03/14/2025

18. Estimated Funding ($):

* a. Federal	750,000.00
* b. Applicant	
* c. State	
* d. Local	750,000.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,500,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Laurel

Middle Name:

* Last Name: Prevetti

Suffix:

* Title: Town Manager

* Telephone Number: 408-354-6832

Fax Number:

* Email: lprevetti@losgatosca.GOV

* Signature of Authorized Representative: Laurel Prevetti

* Date Signed: 08/22/2022

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Roadside vegetation management in high fire severity zone		$	$	$ 750,000.00	$ 750,000.00	$ 1,500,000.00
2.						
3.						
4.						
5. Totals		$	$	$ 750,000.00	$ 750,000.00	$ 1,500,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Roadside vegetation management in high fire severity zone	(2) Match	(3)	(4)	
a. Personnel	$ 37,559.12	$	$	$	$ 37,559.12
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	712,440.88	750,000.00			1,462,440.88
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	750,000.00	750,000.00			$ 1,500,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 750,000.00	$ 750,000.00	$	$	$ 1,500,000.00
7. Program Income	$	$	$	$	$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Roadside vegetation management in high fire severity zone	$ 750,000.00	$	$	$ 750,000.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$ 750,000.00	$	$	$ 750,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 750,000.00	$ 750,000.00	$	$	$
14. Non-Federal	$ 0.00	0.00			
15. TOTAL (sum of lines 13 and 14)	$ 750,000.00	$ 750,000.00	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. Roadside vegetation management in high fire severity zone	$ 750,000.00	$ 375,000.00	$ 375,000.00	$ 0.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 750,000.00	$ 375,000.00	$ 375,000.00	$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks: The Town intends to apply match in FY 23/24 and FY 24/25

Town of Los Gatos – Fuels Reduction Project

Grant Project Narrative:

Needs Assessment -- Los Gatos is listed as a Community at Risk from wildfires on the Federal and the California Fire Alliance list of Communities at Risk in Santa Clara County. Wildfires occur in the vicinity of Los Gatos and present a significant danger to people and property within the Town.

The Los Gatos Wildland Urban Interface (WUI) planning area includes primarily Very High Fire Hazard Severity Zone areas on the southern side of Los Gatos. The areas shaded in red in Figure 1 illustrate the extent of WUI lands within the Town. Approximately a quarter of the Town's total residences and a third of total geography are located within the WUI. Of an estimated 2018 Town total of 13,299 residences, the WUI contains approximately 3,091. In addition, at an estimated 2.2 residents per household the WUI is home to approximately 6,800 residents among a Town total of 30,250.

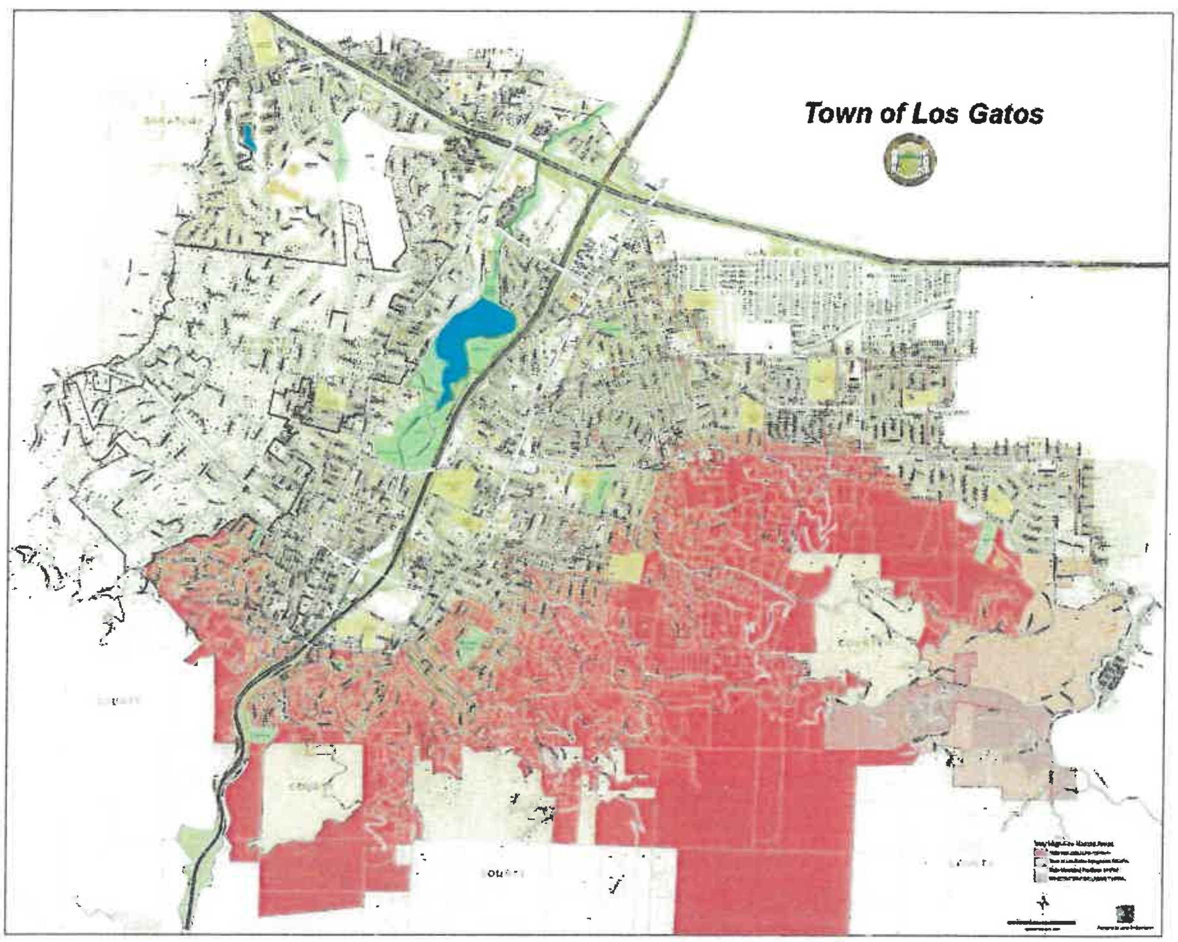
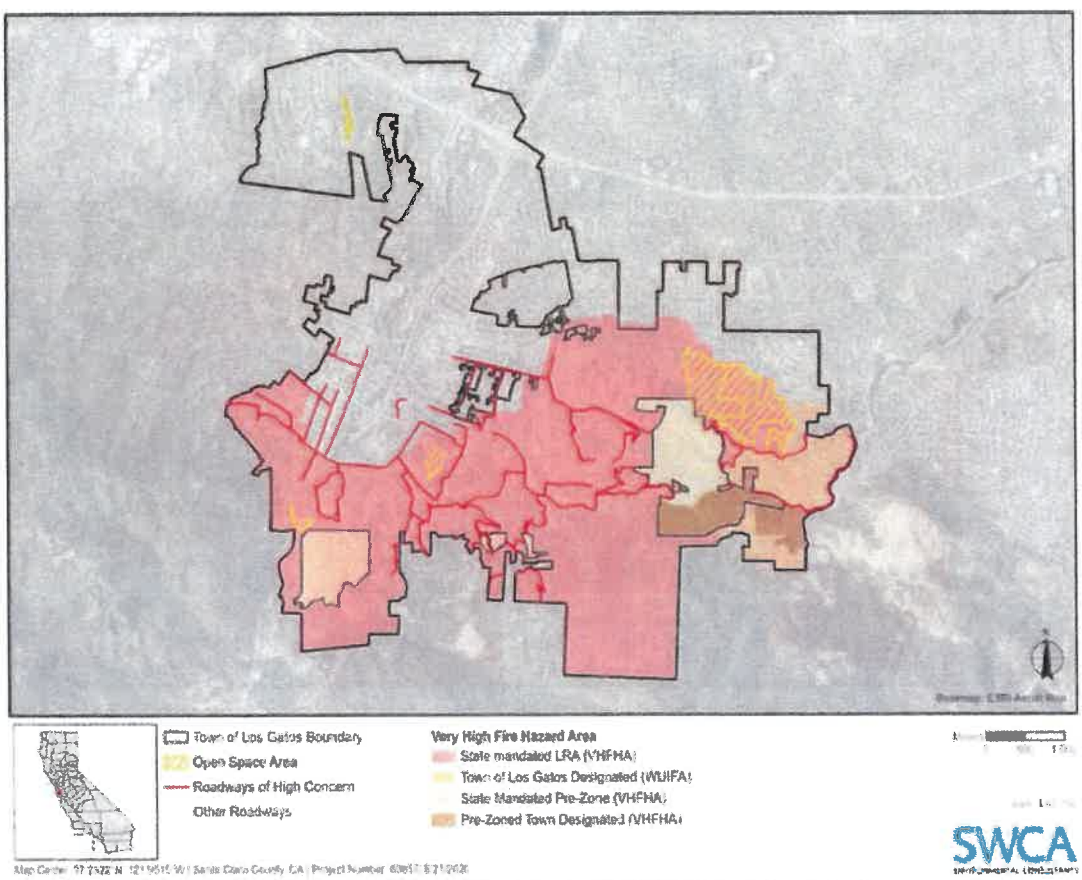


Figure 1

Stated Objectives -- The foothills above Los Gatos have steep, winding, and narrow roads that pose potential ingress and egress problems for emergency response and evacuations. Entrapment is also a concern due to minimal turnaround space and dead ends associated with many of the roadways. The surrounding vegetation is a mixture of dense conifer/oak woodland forests that encroach within a few feet of the roadside pavement. These forests have accumulated dead and downed wood, invasive species along the roadsides, brush and other vegetation that has been exposed to drought stress, and ongoing mortality from sudden oak death. The potential for wildfire to spread from roadside vegetation to adjacent properties or vice-versa is very high; therefore, continued implementation of roadside vegetation management is necessary to protect the Town and critical power and water infrastructure. This project will also ensure that adequate evacuation routes exist within the Town for residents and emergency responders, and that roads are suitable for emergency response vehicle access in case of a wildfire.

As such, in 2019 the Town commissioned SWCA consultants to develop a roadway vegetation management plan for Los Gatos. The report examined 31.09 miles of Town-owned hillside roadways that are critical ingress/egress routes for residents and emergency responders in the event of wildfire and other emergencies.

Proposed Activities -- The Los Gatos Roadway Fuels Reduction Project (project) will remove hazardous vegetation and create defensible space around approximately 31.09 miles of Town-owned hillside roadways that have been identified by the Town and Town residents as roadways of high concern (Figure 2). These town-owned roadways include evacuation routes and other collector, neighborhood, and hillside collector roads that are located within the WUI and/or have been identified by the Town and Town residents as having inadequate access for emergency response during a wildfire. Of note are 19 miles of roadways of very high concern for safe evacuation of the hillsides.



Under the project, work will focus on roadside vegetation to achieve a clearance of 20 feet horizontally and 13 feet, 6 inches vertically above roadways, as well as clearance of non-fire-resistant vegetation within 10 feet of the roads.

Project/Program Timeline – To date the Town has completed two years of progress on the project. In Fiscal Year (FY) 2020/21 the Town Council allocated $500,000 toward the project which achieved approximately 6.5 miles of fuel mitigation along priority roadways. In FY 2021/22 the Town Council allocated an additional $500,000 toward the project which achieved approximately 4.5 miles of fuel mitigation along priority roadways. This third grant funded phase for FY 2022/23 would conclude the remaining 7.71 miles of Priority 1 and Priority 2 roadside vegetation management. The Town will provide match funding to the project in FY 2023/24 ($375,000) and FY 2024/25 ($375,000) to complete Priority 3 roadways.

Monitoring and Evaluation of Results – as illustrated below the project is tracked by mileage achieved during each phase for Priority 1 and Priority 2 roadways. Once completed the remaining Priority 3 roadways will be programmed.

Road Name	Priority Level	Mileage	Year Completed
Foster Road	1	1.03	2021
Kennedy Road	1	1.17	2022
Kennedy Road	1	1.00	2021
Shannon Road	1	2.61	2021
Arnerich Road	1	0.96	2022
Blackberry Hill Road	1	1.19	2021
Cleland Ave	1	0.21	
Fairview Ave	1	0.11	
Francis Oaks Way	1	0.68	
Hicks Road	1	0.97	2022
Kimble Ave	1	0.49	
Larga Vista Drive	1	0.44	
Manzanita Ave	1	0.27	
Oak Hill Way	1	0.49	
Paseo Carmelo	1	0.07	
Ravinia Way	1	0.09	
South Kennedy Road	1	0.50	2022
Santa Rosa Drive	1	0.45	2022
Twelve Oaks Road	1	0.68	
Wood Road	1	0.61	
Suview Drive	2	0.67	
Top of the Hill Court	2	0.49	
Top of the Hill Road	2	0.26	
Aztec Ridge Drive	2	0.15	
College Ave	2	0.42	
Cross Road	2	0.07	
Cypress Way	2	0.54	2021
Eugenia Way	2	0.20	2021
Johnson Ave	2	0.12	
Mireval Road	2	0.15	
Shady Lane	2	0.29	
Sky Lane	2	0.17	
Teresita Way	2	0.19	
Tourney Road	2	0.25	2021
Wooded View Drive	2	0.59	
Dittos Lane	2	0.25	2021

Status	Miles
Completed 2021	7.07
Completed 2022	4.05
Pending Work	7.71

Project Partners – For the FY 2020/21 and FY 2021/22 project phases the Town issued requests for proposals (RFPs) for vegetation management providers.

Federal Grant Budget – Similar to the previous project phases the Town will utilize contractual services for the performance of the grant. It is anticipated that of the total $750,000 in federal grant funds $712,440.88 (94.99%) will go directly toward roadside vegetation management and approximately $37,559.12 (5.0%) will be apportioned for personnel project management.

Exhibit C

USDA Forest Service Financial Terms

USDA Forest Service
Federal Financial Assistance
Terms and Conditions

EFFECTIVE: 2/14/2026

TABLE OF CONTENTS

REVISION HISTORY

The Forest Service General Terms and Conditions will be reviewed annually before October 1st. Revised terms and conditions will be published and effective on October 1st of every year. Revisions to the terms and conditions will be summarized in the table below:

Provision	**Effective Date**	**Description of Changes**

1. OVERVIEW OF GENERAL TERMS & CONDITIONS FOR FEDERAL FINANCIAL AWARDS

1.1. INTRODUCTION

These General Terms and Conditions for Federal Awards (GT&C's) outline U.S. Department of Agriculture (USDA) Forest Service (FS) mandatory award terms as required by Title 2 of the Code of Federal Regulations (CFR), Federal Financial Assistance, and the USDA General Terms and Conditions, hereby incorporated by reference. The USDA General Terms and Condition are available at: USDA General Terms and Conditions.

The General Terms and Conditions are determined by statutory, regulatory, and agency requirements, as well as by administrative policies. Unless otherwise prohibited by law, recipients and subrecipients of USDA Forest Service Federal Financial Assistance Domestic Grants (DG), Cooperative Agreements (CA), Fixed Amount Awards, International Grants (IG), International Cooperative Agreements (IC), and ANILCA (AN) must comply with these General Terms and Conditions. These General Terms and Conditions are in addition to the assurances and certifications made as part of the Federal award and any agency- or program-specific terms, conditions, and restrictions included in the Federal award.

The recipient shall maintain a copy of these General Terms and Conditions, as well as the award provisions and any subsequent changes to the Federal award. Electronic copies of these General Terms and Conditions are publicly available at: USFS Award General Terms and Conditions

1.2. ORDER OF PRECEDENCE

In the event of any inconsistency among the terms and conditions of the Federal award and/or other issuances, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable statutes of the United States

b. Program-specific regulations

c. 2 CFR Chapter IV

d. 2 CFR part 200

e. Federal award provisions and specific conditions

f. Program-specific Terms and Conditions

g. **Agency-specific Terms and Conditions**

h. USDA General Terms and Conditions

i. Approved budget and program plans

j. Notice of Funding Opportunity (if applicable)

1.3. LEGAL AUTHORITY

The Recipient shall have the legal authority to enter into this award, 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.

1.4. PRINCIPAL CONTACTS

Individuals listed on the FS-1500-0100 Award Cover Sheet are authorized to act in their respective areas for matters related to the award.

1.5. LIMITATION OF FUNDS

The Federal funding obligated to the Recipient is specified on the 1500-0100 Award Cover Sheet. There is no legal liability on the part of the Forest Service for any payment above this amount unless a modification is executed by the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment request.

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

a. Email: SM.FS.ASC_GA@USDA.GOV

b. Fax: 877-687-4894

c. Postal: USDA Forest Service
Budget & Finance – Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

The U.S. Forest Service Program Manager's email address listed on the FS-1500-0100 form.

1.6. MODIFICATIONS

Modifications to this award must be made by mutual consent of the Recipient and the Forest Service. Requests for modification should be made in writing at least 30 days prior to implementation of the requested change. Changes to an award that require an executed modification are:

a. Period of performance

b. Reduction or increase of the Forest Service obligated funds

c. Reduction or increase of Recipient's cost share (match)

d. Reduction or increase in the scope of work

e. Key personnel

Costs incurred without an executed modification may result in unallowable expenses.

1.7. PERIOD OF PERFORMANCE

The execution date of this award is the date of the last signature on the FS-1500-0100 Grant or Agreement Award Cover Sheet. Partner/Recipient expenses may only be incurred against Federal funds from the execution date until the expiration date (the period of performance). These dates are reflected in box 11 of the FS-1500-0100 form.

Expired agreements should be handled with the utmost caution, as there are many legal implications associated with improper processing, expenditures, or documentation of agreements following expiration. Once the agreement has expired, no further activities may take place and no further expenditures may be incurred. Note that any expenditure charged against an expired agreement is considered as an improper payment and is subject to reporting and recovery.

The expiration date of the award should be tracked closely, especially as it pertains to anticipated expenditures against Federal dollars. Any request for modification should come from the Cooperator, in writing, at least 30 days prior to implementation of the requested change.

1.8. FOREST SERVICE LIABILITY TO THE RECIPIENT

The United States shall not be liable to the Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the Recipient, or any third party.

1.9. NOTICES

Any notice given by the Forest Service or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To the Recipient at the address shown in the award or such other address designated within the award.

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

1.10. COLLABORATIVE ARRANGEMENTS

Where permitted by terms of the award and Federal law, the Recipient may enter into collaborative arrangements with other organizations to jointly carry out activities with

Forest Service funds available under this award.

1.11. SUBAWARDS

Prior approval is required to issue subawards under this grant. Subawards must be incorporated into the proposed budget and scope of work and must be approved in the initial award, or through subsequent modifications. The recipient must document that each sub-awardee does NOT have active exclusions in the System for Award Management (sam.gov).

The recipient must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards with a value of $30,000 or more must be reported at SAM.gov in compliance with 2 CFR 170.

1.12. USE OF FOREST SERVICE INSIGNIA

In order for the recipient to use the Forest Service insignia on any published media such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service Office of Communications (Washington Office). A written request will be submitted by the Forest Service Program Manager to the Office of Communications Assistant Director of Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify the recipient when permission is granted.

1.13. PURCHASE OF EQUIPMENT

Equipment may be approved for purchase under this award if allowed by the legislative authority cited and is included in the approved budget and program activities. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than $10,000 or is otherwise disposed of following instructions from the Forest Service. Institutions of Higher Education are excluded from filing the UCC-1 form, unless the Forest Service Line Officer determines otherwise. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

1.14. FUNDING EQUIPMENT FOR STATE AND TRIBAL RECIPIENTS

Federal funding under this award is available for reimbursement of the Tribe or the State's purchase of equipment. Equipment is defined as having a fair market value of $10,000 or more per unit and a useful life of over one year. Tribes and States will adhere to their own laws and procedures regarding purchase, use, and disposition of equipment.

1.15. USE OF GOVERNMENT OWNED VEHICLE

Forest Service vehicles may be used for official Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this award takes place, and the terms of this award

1.16. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL

The Recipient may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training and sign all applicable Forest Service statements of responsibilities.

1.17. PUBLIC NOTICES

It is Forest Service policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. The Recipient may consult with the Forest Service Office of Communication regarding public notices. The recipient is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service Office Communications as far in advance of release as possible.

1.18. FOREST SERVICE ACKNOWLEDGEMENT IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA

The recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow directions in USDA Supplemental 2 CFR 415.2.

1.19. PROGRAM INCOME

The recipient shall apply program income as directed by 2CFR200.307. Unless the terms and conditions of the award provide otherwise, the recipient shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

1.20. DISPUTES

In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the recipient.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the recipient appeals the decision to the Forest Service Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the recipient from pursuing remedies available under the law.

1.21. 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 award, or benefits that may arise therefrom, either directly or indirectly.

1.22. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

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 (1) of this award provision are no longer in effect.

c. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other requirement 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:

   i. 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

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

1.23. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM

As a recipient of USDA financial assistance, you will comply with the following:

a. Do not discriminate against applicants for subawards on the basis of their religious character.

b. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.

c. Statutory and National policy requirements, including those prohibiting discrimination and promoting free speech and religious freedom, 2 CFR 200.300.

1.24. DAVIS BACON WAGES FOR CONSTRUCTION

Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the ''Davis-Bacon Act'').

1.25. PERIOD OF PERFORMANCE

The execution date of this award is the date of the last signature on the FS-1500-0100 Grant or Agreement Award Cover Sheet. Partner/Recipient expenses may only be incurred against Federal funds from the execution date until the expiration date (the period of performance). These dates are reflected in box 11 of the FS-1500-0100 form.

Expired agreements should be handled with the utmost caution, as there are many legal implications associated with improper processing, expenditures, or documentation of agreements following expiration. Once the agreement has expired, no further activities may take place and no further expenditures may be incurred. Note that any expenditure charged against an expired agreement is considered as an improper payment and is subject to reporting and recovery.

The expiration date of the award should be tracked closely, especially as it pertains to anticipated expenditures against Federal dollars. Any request for modification should come from the Cooperator, in writing, at least 30 days prior to implementation of the requested change.

2. FIXED AMOUNT AWARDS

a. Fixed amount awards are authorized under 2 CFR 200.201(b). Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through D, and F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

b. The Forest Service may execute Fixed Amount Awards under the following conditions:

   i. The amount of the forest service obligation is below the simplified acquisition threshold, $350,000

   ii. The project scope has measurable goals and objectives

   iii. The project has a fixed budget based on accurate or historical costs providing a reasonable estimate

   iv. Accountability is based on performance and results

c. Monitoring of Fixed Amount Awards includes:

   i. Scheduled monitoring

   ii. Performance reports

   iii. Programmatic and administrative site visits

d. Establishing requirements, such as milestones or events, before disbursing payments

e. At the end of a fixed amount award, the recipient or subrecipient must certify in writing to the Federal agency or pass-through entity that the project was completed as agreed to in the Federal award, or identify those activities that were not completed, and that all expenditures were incurred in accordance with § 200.403

f. The recipient must comply with the record retention requirements contained in 2 CFR 200.334 through 200.338. The recipient must make records available for review during an audit by the Forest Service, USDA, the Inspector General, and the General Accountability Office.

3. INTERNATIONAL AWARDS

3.1. PAYMENTS – FINANCIAL ASSISTANCE

Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on a Standard Form 270 (SF-270) and timed with actual, immediate cash needs. In order to approve a Request for Advance Payment or Reimbursement, the U.S. Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and U.S. Forest Service regulations. See USDA General Terms and Conditions on advance payments, section 4.1.

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

a. Email: SM.FS.ASC_GA@USDA.GOV

b. Fax: 877-687-4894

c. Postal: USDA Forest Service
   Payments – Grants and Agreements
   101B Sun Ave NE
   Albuquerque, NM 87109

d. Send a copy to: The Forest Service Program Manager's email address on the FS-1500-0100 form.

e. Copy and paste into award, as applicable: electronic fund transfer to a foreign vendor or wire transfer to a foreign vendor (manual payments). Foreign cooperators, in order to receive electronic fund or wire transfers for payment of invoices, shall provide the following information:

   i. Name of Vendor.

   ii. Foreign Bank.

   iii. Foreign Bank Account Number.

   iv. Foreign Bank Address.

   v. SWIFT Code

Note: The Society for Worldwide Interbank Financial Telecommunications (SWIFT) provides secure financial messaging services between banks and other financial institutions, whereby the U.S. Forest Service can reimburse/advance funds to cooperators. The SWIFT Code is a unique 11-character code that allows funds to transfer between financial accounts (An 8-character code only directs to a specific bank, but the 11-character code gives the exact branch where the account is located.).

3.2. IMPLEMENTATION OF E.O. 13224 - EXECUTIVE ORDER ON TERRORIST FINANCING

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts issued under this award.

3.3. POSITIONS OF INFLUENCE

Recipients shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3.4. SAFEGUARDING U.S. FUNDS

Recipients shall establish safeguards to ensure that U.S. Federal funds are properly spent. The Recipient shall ensure that funds are not used for partisan or political activity purposes, including, but not limited to:

a. Supporting election, referendum, initiative, or similar procedure;

b. Influencing the outcomes of elections, or introducing legislation;

c. Influencing government officials to engage in similar lobbying activity;

d. Preparing, distributing, or using publicity or propaganda, or by urging members of the general public to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; or

e. Attending legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation.

3.5. U.S. GOVERNMENT EMPLOYMENT STATUS

In no event must Recipient or subrecipients or their employees be considered as employees of the United States government, unless authorized by Federal Statute.

3.6. REPORT OF FEDERAL CASH TRANSACTIONS

Using SF-425, Federal Financial Report, the Recipient shall submit a report of federal cash transaction within 15 calendar days following the end of each quarter, unless otherwise agreed upon in writing. A final financial status report is required within 90 days from the expiration date of this award.

3.7. ACCOUNTING, AUDIT, AND RECORDS

a. The Recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation shall as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Recipient's records and subrecipient's records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by the U.S. Forest Service and/or its representatives.

b. Foreign for-profit and non-profit organizations that expend $500,000 or more per their fiscal year in "U.S. Forest Service awards", i.e. as Recipients or subrecipients of U.S. Forest Service grants or cooperative agreements, or as cost reimbursable subcontractors of U.S. Forest Service grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the U.S. Forest Service Inspector General.

c. Foreign for-profit and non-profit organizations expending less than $500,000 per their fiscal year under U.S. Forest Service cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by U.S. Forest Service officials or their designees.

d. The U.S. Forest Service shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending U.S. Forest Service funds regardless of the audit requirement.

e. Foreign organizations that provide U.S. Forest Service resources to other organizations to carry out the U.S. Forest Service program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to U.S. Forest Service funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

f. The audit report shall be submitted to the U.S. Forest Service within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of Recipient's fiscal year. The U.S. Forest Service Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, the U.S. Forest Service shall consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

g. This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the $500,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than $10,000 but do not meet the $500,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

4. ALASKA NATIONAL INTEREST LANDS CONSERVATION ACT (R10 ONLY)

4.1. JOINT STATEMENT OF WORK (SOW)

Both parties will collaborate in the development of an SOW, which is incorporated and made a part of this agreement. At a minimum, the SOW must clearly provide a plan of operations and quality control for project work, identify activities to be performed, and the responsible party. The funding for those activities will correspond to and be reflected in the financial plan. A timeline for the work activities should be included to serve as a monitoring tool for both parties, and to help ensure completion of the work within the period of performance of the SOW.

4.2. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY

The Cooperator agree(s) that any of their employees, volunteers, sub-Cooperators, contractors, and 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 the Cooperator hereby willingly agrees to assume these responsibilities to the extent allowed by law.

Further, the Cooperator shall provide any necessary training to their employees, volunteers, sub-Cooperators, contractors, and participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this Agreement.

4.3. PROGRAMMATIC CHANGES

The Cooperator shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to another party.

4.4. CHANGES IN KEY POSITIONS AND PERSONNEL

Any revision to key positions and personnel identified in the agreement application for this award require prior, written approval from the Forest Service Program Manager. All technical positions are considered Key Personnel by the Forest Service. Failure on the part of the Cooperator to obtain prior, written approval when required may result in the disallowance of costs.

4.5. NOTIFICATION

The Cooperator shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this agreement. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

4.6. PURCHASE OF EQUIPMENT

U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this Agreement. The available funding designated for equipment purchases must be displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service but may be transferred to the Cooperator on completion of the project, if appropriate. Equipment is defined as having a fair market value of $10,000 or more per unit and a useful life of over 1 year.

4.7. PARTICIPATION IN SIMILAR ACTIVITIES

This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

4.8. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

4.9. PROPERTY IMPROVEMENTS

Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Agreement entitles the cooperator to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

4.10. OFFSETS, CLAIMS AND RIGHTS

Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

4.11. FOREST SERVICE LIABILITY TO THE COOPERATOR

The United States shall not be liable to the Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the Cooperator or any third party.

Exhibit D

USDA General Terms

U.S. DEPARTMENT OF AGRICULTURE
General Terms and Conditions for Federal Awards

Effective December 31, 2025

1.0 OVERVIEW OF GENERAL TERMS AND CONDITIONS FOR FEDERAL AWARDS

1.1 Introduction

These General Terms and Conditions for Federal Awards (General Terms and Conditions) outline U.S. Department of Agriculture (USDA) mandatory award terms as required by Title 2 of the Code of Federal Regulations (CFR), Federal Financial Assistance.[1] The General Terms and Conditions are determined by statutory, regulatory, and agency requirements, as well as by administrative policies. Unless otherwise prohibited by law, recipients and subrecipients of USDA Federal financial assistance grants and cooperative agreements must comply with these General Terms and Conditions. These General Terms and Conditions are in addition to the assurances and certifications made as part of the Federal award and any agency- or program-specific terms, conditions, and restrictions included in the Federal award.

The recipient shall maintain a copy of these General Terms and Conditions, as well as the award provisions and any subsequent changes to the Federal award. Electronic copies of these General Terms and Conditions are publicly available at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions.

1.2 Order of Precedence

In the event of any inconsistency among the terms and conditions of the Federal award and/or other issuances, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable statutes of the United States
2. Program-specific regulations
3. 2 CFR Chapter IV
4. 2 CFR part 200
5. Federal award provisions and specific conditions
6. Program-specific Terms and Conditions
7. Agency-specific Terms and Conditions
8. USDA General Terms and Conditions
9. Approved budget and program plans
10. Notice of Funding Opportunity (if applicable)

[1] The complete text of the CFR is available electronically at https://www.ecfr.gov/.

1.3 Applicable Regulations

As a condition of this award, the recipient assures and certifies that it will comply and require subrecipients to comply with the requirements contained in 2 CFR Subtitle A and 2 CFR Chapter IV, as applicable, including any amendments promulgated subsequent to execution of the award. USDA has adopted 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and those requirements (and any subsequent amendments thereto) are hereby incorporated by reference.

1.4 USDA Responsibilities

USDA has overall responsibility for USDA-issued awards, including providing oversight for programmatic, financial, and administrative performance.

1.5 Recipient Responsibilities and Compliance with Federal Requirements

The recipient is responsible for notifying the USDA awarding agency of any significant problems relating to the programmatic, financial, and administrative aspects of the Federal award.

The recipient has full responsibility for the management of the project or activity supported by the Federal award and for adherence to Federal statutes and regulations, all applicable terms and conditions (including these General Terms and Conditions), the Federal award provisions, and approved budget and program plans. Although the recipient is encouraged to seek advice and opinion from the USDA awarding agency on problems that may arise, such advice does not diminish the recipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to the USDA awarding agency.

The recipient is responsible for submitting full, complete, and timely documentation, as required by applicable Federal statute, regulations, applicable terms and conditions, or upon request of the USDA awarding agency pursuant to 2 CFR 200.337. For elements of cost, documentation must be specific, detailed, and contemporaneous, and it must support all reported or requested expenses, both Federal and non-Federal. The USDA awarding agency may determine that any documentation related to an award is not adequate to determine that costs are reasonable, necessary, allowable, and allocable. When a USDA awarding agency makes such a determination, the recipient must revise and resubmit documentation as requested by the USDA awarding agency. Failure to do so may result in delays or nonperformance of actions related to the award, such as requested amendments, nonpayment of disbursements, or determination of noncompliance pursuant to 2 CFR 200.339.

In addition to the requirements specified in 2 CFR 200.331, these General Terms and Conditions flow down to each subrecipient and must be included in the recipient's subaward.

1.6 Internal Controls

In accordance with 2 CFR 200.303, the recipient and subrecipient must maintain effective internal controls over Federal financial assistance awards. The internal controls must align with the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States. The internal controls provide assurance that the recipient or subrecipient is administering the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

1.7 Conflict of Interest

In accordance with 2 CFR 200.112, 2 CFR 200.318, and 2 CFR 400.2, the recipient and subrecipient must maintain written standards of conduct covering conflicts of interest and governing the action of its employees engaged in the selection, award, and administration of Federal awards and contracts. No employee, officer, agent, or board member may participate in the selection, award, or administration of a Federal award or a contract supported by the Federal award if she or he has a real or apparent conflict of interest.

If the recipient has a parent, affiliate or affiliated company, or subsidiary organization that is not a state, local government, or Indian tribe, those relationships are considered a conflict of interest for purposes of subawards, contracts, or other agreements. The recipient must maintain written standards of conduct covering such organizational conflicts of interest. If subawards, contracts, or other agreements are made with a parent, affiliate or affiliated company, or subsidiary organization that is not a state, local government, or Indian tribe, no profit may result from goods or services rendered under such arrangements under the Federal award.

"Affiliate" or "affiliated company" of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, "control" means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient's approach for resolving the conflict of interest to the USDA awarding agency for the Federal award within 5 calendar days of the discovery of the conflict of interest. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the USDA awarding agency will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within 30 calendar days of receipt of the recipient's notice, unless the USDA awarding agency advises the recipient that a longer period is necessary. The recipient must not request payment from the USDA awarding agency for costs for transactions subject to the conflict of interest, pending notification of the USDA awarding agency's determination. The recipient's failure to disclose a conflict of interest may result in the imposition of specific conditions or other remedies for noncompliance, including cost disallowances and/or termination of the Federal award.

1.8 Unpaid Federal Tax Liability and Felony Criminal Violations

By accepting the Federal award, the recipient certifies that:

1. It has no 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. It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

1.9 Funding to Entities or Individuals on Prohibited Lists

The recipient certifies and assures that it will not, directly or indirectly, engage with or provide any funding from the Federal award to, including through subawards, contracts, or other agreements, any entity or individual identified on any of the lists below. USDA identifies the entities and individuals on these lists as "prohibited" (i.e., prohibited entity/individual). This commitment extends to both direct funding, where the recipient provides funds, and indirect funding, where a sub-recipient, contractor, or other third party provides funds, from the Federal award, whether for the performance of the award or for any other purpose related to the award or any of its subawards or contracts awarded under the Federal award.

1. U.S. Department of War: Entities Identified as Chinese Military Companies Operating in the United States in Accordance with Section 1260H of the William M. ("Mac") Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283). The recipient must utilize the 2025 list or the most current list published in the Federal Register.
2. U.S. Department of War: Response to Section 1286 of the National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), as amended. The recipient must use the list cleared for publication on June 24, 2025, or the most current list released by DOW.
3. U.S. Department of State: State Sponsors of Terrorism List
4. U.S. Department of State: International Security and Nonproliferation List
5. U.S. Department of State: Foreign Terrorists Organization List
6. U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), Consolidated Sanctions List which includes all OFAC non-SDN sanctions lists.
7. U.S. Department of Treasury, OFAC: Specially Designated Nationals (SDNs) List
8. U.S. Department of Treasury, OFAC: Additional Sanctions Lists which includes the below and any other similar list released by OFAC.

a. Sectoral Sanctions Identifications (SSI) List

b. Foreign Sanctions Evaders (FSE) List

c. Non-SDN Palestinian Legislative Council (NS-PLC) List

d. List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions (CAPTA List)

e. Non-SDN Menu-Based Sanctions List (NS-MBS List)

f. Non-SDN Communist Chinese Military Companies List (NS-CMIC List)

9. Office of Management and Budget: Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216(b))

1.10 Immigration and Nationality Act – Eligible Workers

The recipient shall ensure that all employees complete the Employment Eligibility Verification Form I-9 to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. § 1324a). The recipient shall comply with regulations regarding certification and retention of the completed forms. The requirements also apply to any contract awarded under this Federal award.

1.11 National Environmental Policy Act

All Federal financial assistance can be subject to environmental review laws. The USDA awarding agency has the responsibility to comply with the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq., and the USDA NEPA regulations at 7 CFR part 1b. All discretionary Federal awards, unless otherwise specifically exempted by statute, require compliance with NEPA and other relevant environmental laws. The level of NEPA review, and whether environmental analysis is needed, depends on the activity supported by the awarding agency.

The recipient may not initiate any activity under this Federal award unless, and until, the NEPA process has been completed and approved by the USDA awarding agency with a determination of whether further review, documentation, and/or mitigation measures are required; and the recipient has satisfied any requirements contained in the USDA awarding agency's determination. Once these conditions have been successfully completed, the USDA awarding agency will then notify the recipient that the review is complete. At that time, award activity will be authorized.

1.12 Agricultural Bioterrorism Protection Act

The recipient assures compliance with the Agricultural Bioterrorism Protection Act of 2002, as implemented at 7 CFR part 331 and 9 CFR part 121, by agreeing that it will not possess, use, or transfer any select agent or toxin without a certificate of registration issued by the USDA awarding agency.

1.13 FOIA - Public Access to Records and Personally Identifiable Information

Documents, correspondence, and any products related to the Federal award, from any part of the Federal award cycle, may be made publicly available through Freedom of Information Act

(FOIA) (5 U.S.C § 552) requests. USDA awarding agencies utilize their websites to share accomplishments resulting from Federal awards with the public. Restrictions on the release of records and information apply for Protected Personally Identifiable Information (PPII) or when exempt from disclosure pursuant to the FOIA, the Privacy Act of 1974 (5 U.S.C. § 552a), or other applicable statute.

Reports must avoid the use of PPII, including the use of an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc. Contact information included in performance reports should be limited to the organization name, physical address, and telephone number.

1.14 Acknowledgement of USDA Support

As required in 2 CFR 415.2, the recipient must have an acknowledgement of the USDA awarding agency support placed on any information dissemination products with any Federal financial assistance support, including those which report the results of, or describe, a Federal financial assistance-supported activity.

Unless the provisions of the Federal award say otherwise, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings that are not intended for presentation or distribution to the public.

The recipient must request permission before using any agency logos or marks. If a recipient wishes to use the USDA logo, more formally known as the USDA Symbol, they should request the awarding agency contact the Office of Communications to request permission on their behalf. See Use of Logos/Marks at the United States Department of Agriculture DR 1430-002 (5)(b)(3) and DR 5160-001 4(a)(8). Recipient agrees to use the USDA logo in accordance with the style guidance found at: https://www.usda.gov/about-usda/policies-and-links/digital/usda-style-guide/logo.

For any other agency logo or mark, the recipient should request permission for use from the appropriate subagency using or overseeing the mark.

1.15 Prior Approval

Recipients must obtain written approval from the USDA awarding agency prior to issuing subawards or contracts (including any similar forms of agreement) regarding any segment of a funded award. Requests for prior approval must be in writing and identify the subrecipient or contractor, authorized activities, and all anticipated costs. If all such elements are identified in a budget or budget narrative at time of application, approval of the award constitutes prior written approval of the subaward or contract.

2.0 SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

In compliance with 2 CFR 25.220, USDA has adopted the award term—System for Award Management (SAM.gov) and Universal Identifier Requirements (Appendix A to 2 CFR part 25), except where otherwise exempted by law:

1. *Requirement for System for Award Management.* Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov, the recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

2. *Requirement for Unique Entity Identifier (UEI).* If the recipient is authorized to make subawards under this Federal award, the recipient:

    a. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

    b. Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

3. *Definitions.* For the purposes of this award term:

    "System for Award Management (SAM.gov)" means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in *SAM.gov* (currently at *https://www.sam.gov*).

    "Unique entity identifier" means the universal identifier assigned by *SAM.gov* to uniquely identify an entity.

    "Entity" is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

    a. Non-Federal entity;

    b. Foreign organization;

    c. Foreign public entity;

    d. Domestic for-profit organization; and

    e. Federal agency.

    "Subaward" has the meaning given in 2 CFR 200.1.

"Subrecipient" has the meaning given in 2 CFR 200.1.

3.0 BUY AMERICA PREFERENCE

The Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States. The Build America, Buy America (BABA) Act is further implemented at 2 CFR part 184, as supplemented by M-24-02. USDA has adopted the full text of the award term—Buy America Preference (Appendix I to M-24-02):

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

1. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

2. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph 1., plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the awarding agency determines that:

1. Applying the Buy America Preference would be inconsistent with the public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions. Definitions applicable to this award term may be found at https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-buy-america-waivers-federal-financial-assistance/build-america-buy-america-definitions.

4.0 FINANCIAL MANAGEMENT

The recipient is required to meet the standards and requirements for financial management systems set forth or referenced in 2 CFR 200.302.

The adequacy of a recipient's financial management system is integral to their ability to account for award expenditures and track cost sharing resources (if applicable). The recipient must responsibly use Federal funds and apply adequate internal controls and cash management practices consistent with the requirements outlined in 2 CFR 200.303.

Financial management systems and related records of the Federal award recipient, and of any other entity involved in the Federal award, must be sufficiently detailed to prepare reports, trace funds, and demonstrate that fund management complies with Federal statutes, regulations, and these general and other program-specific terms and conditions.

4.1 Payments

The recipient and subrecipient must comply with conditions as set forth in the Federal award relating to the Federal payment type(s). The recipient and subrecipient may submit payment requests as often as necessary when electronic fund transfers are used or no more than monthly when electronic transfers are not used. The recipient will submit payment requests via the Request for Advance or Reimbursement Form (SF-270) or a digital equivalent, as designated by the USDA awarding agency. The following definitions and requirements apply to any specification in the Federal award regarding the allowable payment type unless otherwise specified by statute or regulation.

Advance—An advance payment is a payment that the USDA awarding agency or a pass-through entity makes before the recipient or subrecipient disburses the funds for program purposes. Unless otherwise authorized by statute, in accordance with 2 CFR 200.305(b)(1), requests for advance payments must be limited to the minimum amounts needed to meet actual and immediate cash needs in carrying out the purpose of the approved program. The timing and amount of advance payments must be as close as is administratively feasible (generally, no greater than 3 calendar days prior) to the actual disbursements by the recipient or subrecipient for direct program costs and the proportionate share of any allowable indirect costs, regardless of whether the payment is made by electronic funds transfer or by other means. Except for a limited amount of interest earned on advances pursuant to 2 CFR 200.305(b)(12), the recipients and subrecipient may not maintain federal cash in excess of immediate disbursing needs and must promptly return unused funds to the applicable USDA awarding agency. All requests for advance payments must be accompanied by a written justification with sufficient information to allow the certifying and disbursing officers to verify the actual and immediate cash need of the recipient.

Reimbursements—Reimbursements are transfers of Federal funds to the recipient or subrecipient after the recipient disburses funds for approved program activities.

Working Capital Advance Basis—USDA awarding agencies or pass-through entities must provide written approval prior to a recipient or subrecipient’s use of the working capital advance basis procedure, specified at 2 CFR 200.305(b)(4). The recipient and subrecipient receiving funds on a working capital advance basis must comply with the requirement to return interest earned on Federal funds at 2 CFR 200.305(b)(12).

Invoice Standards—All invoice and supporting documentation requirements, as set forth in the Federal award, must be satisfied before payments are issued. USDA awarding agencies may identify and impose specific invoice and supporting documentation requirements in respective Federal awards.

4.2 Audit Requirements

All non-federal entities that expend $1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year, in accordance with the provisions of 2 CFR 200.501. In addition, the recipient is subject to the audit requirements found in the Single Audit Act of 1984 as amended, 31 U.S.C. §§ 7501-7506. The cost of an audit may be charged to the Federal award in accordance with 2 CFR 200.425.

A program-specific audit means an audit of one Federal award program. Single audit means an audit that includes both the recipient's financial statements and the Federal awards received, conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

A foreign recipient that expends $1,000,000 or more in Federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with these General Terms and Conditions. In the event the recipient undergoes an audit for another Federal agency, a second audit does not need to be procured so long as the USDA funding was analyzed under the same audit. The audit must be independently and professionally executed in accordance with GAGAS either prescribed by a government's Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country's laws or adopted by the host country's public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the USDA awarding agency's approval.

The USDA awarding agency and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in the recipient's possession pertaining to the award. Furthermore, the Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the recipient. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. The USDA awarding agency reserves the right to conduct audits, inspections, excerpts, transcriptions, or other examinations as authorized by law, of the recipient's documents and facilities.

4.3 Cost Sharing

If the Federal award has specific cost sharing requirements, the recipient must ensure that it complies with the applicable provisions of 2 CFR 200.306. Unless otherwise authorized by statute, the recipient may only use funds or other resources from non-Federal sources to satisfy the cost sharing requirement. Cost sharing provided in the form of cash and/or in-kind non-Federal resources must be necessary and reasonable for achieving the project's objectives and may not be included as contributions for any other Federal award. If a recipient voluntarily pledges cost sharing above the program's required amount, the total becomes a binding requirement of the Federal award at time of award approval and issuance by the USDA awarding agency.

Documentation must be retained in the recipient project files and made available upon request. The recipient must maintain documentation identifying:

1. The specific costs or contributions that constitute the cost sharing;
2. The funding source or contribution; and
3. How the appropriate amount of the contribution was determined for reporting purposes.

A recipient may use unrecovered indirect costs as part of cost sharing only with written approval from the USDA awarding agency. A recipient may use Federal funds from a non-USDA Federal program to meet cost sharing requirements of USDA program only when expressly authorized by law and with the prior written approval of the USDA awarding agency. A recipient must obtain prior approval or a Federal award amendment prior to modifying the Federal award cost share.

4.4 Interest Earned

In accordance with 2 CFR 200.305(b)(12), the recipient may retain interest earned on Federal payments deposited in interest-bearing accounts up to $500 per year for administrative expenses. Any additional interest earned on Federal funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. All interest in excess of $500 per year must be returned to PMS regardless of whether the recipient or subrecipient was paid through PMS. Instructions for returning interest can be found at https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

4.5 Indirect Costs

Federally Negotiated Indirect Cost Rates

Recipients and subrecipients may elect to apply their current Negotiated Indirect Cost Rate Agreements (NICRAs) to an award. However, certain USDA authorities or programs may impose limitations that prevent the recipient from collecting the full negotiated indirect cost rate. Pass-through entities are subject to the requirements in 2 CFR 200.332(b)(4) and must accept all federally negotiated indirect costs rates for subrecipients.

De Minimis Rate Option

A recipient or subrecipient that does not have a current, negotiated rate, except for those recipients described in Appendix VII of 2 CFR 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a *de minimis* rate of 15 percent of Modified Total Direct Costs (MTDC). No documentation is required to justify the *de minimis* rate of 15 percent.

Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both (2 CFR 200.403(d)). If chosen, this methodology, once elected, must be used consistently for all Federal awards until the recipient chooses to negotiate for a rate, for which the recipient may apply at any time.

The recipient who elects to charge the *de minimis* rate of 15 percent must use MTDC as the base, as defined in 2 CFR 200.1.

Indirect Costs for Subawards

The recipient is also required to accept federally negotiated indirect cost rates for subaward recipients unless otherwise required by statute or regulation. For subaward recipients that do not have an approved indirect cost rate negotiated between the subrecipient and the Federal Government, the pass-through entity may use a negotiated rate between them (including one from previous negotiation) or may allow use of the *de minimis* rate as described above in this section.

4.6 Procurements

The recipient may acquire commercially available goods and services in connection with a project. In doing so, the recipient organization must have in place documented procurement procedures, consistent with applicable State, local, and tribal laws and regulations. The recipient's documented procurement procedures must comply with the procurement standards identified in 2 CFR 200.317 through 2 CFR 200.327. Additionally, a recipient of an award of Federal financial assistance for infrastructure is required to adhere to the requirements of. Buy America, Build America Act.

A State or Indian Tribe recipient must follow the same policies and procedures the State or Indian Tribe uses for procurements from non-Federal funds. The State or Indian Tribe must comply with 2 CFR 200.321 through 2 CFR 200.323 and 2 CFR 200.327 and ensure that every purchase order or other contract includes applicable provisions described in Appendix II of 2 CFR part 200. All other non-Federal recipients must follow 2 CFR 200.318 through 2 CFR 200.327.

The requirements of the Federal award also apply to any contract awarded under the Federal award. The recipient is responsible for ensuring that all its contracts made in connection with the USDA awarding agency project contain the applicable provisions described in Appendix II of 2 CFR part 200.

5.0 PERFORMANCE MONITORING

5.1 Periodic Performance Reports

USDA requires the submission of periodic performance reports to demonstrate the progress made toward the completion of award goals, objectives, and outcomes, per 2 CFR 200.329. Reports must be formatted and submitted according to the instructions of the USDA awarding agency.

The recipient and subrecipient must monitor their activities under all Federal awards to ensure that they are compliant with all award requirements and that they are meeting performance expectations. The reports may be required quarterly, semi-annually, or annually. The minimum reporting requirement is annual submission.

5.2 Final Performance Reports

No later than 120 calendar days after the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first, the recipient must submit the final performance report to the USDA awarding agency. USDA awarding agencies will review performance reports to evaluate the project goals and measurable outcomes, as well as for compliance with Federal statutes and regulations.

5.3 Subrecipient Monitoring

The recipient is accountable for the performance of subrecipients and the appropriate expenditure of Federal funds through projects and activities. This includes maintaining the necessary documentation on all subawards and making it available to the USDA awarding agency upon request. The recipient must include subaward activities in all performance and financial reports.

In general, the requirements that apply to the Federal award recipient flow down to subrecipients. If the recipient uses subawards, it must enter into a formal written agreement with each subrecipient that addresses the arrangements for meeting the programmatic, administrative, financial, and reporting requirements of the Federal award, including those necessary to ensure compliance with all applicable Federal statutes, regulations and policies.

The recipient must evaluate each subrecipient's risk and establish monitoring activities as necessary to ensure each subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward.

Monitoring activities may include but are not limited to:

1. Review of performance and financial reports;
2. Onsite reviews of subrecipient program operations; and
3. Providing training and technical assistance on programmatic activities.

The recipient is responsible for including the required information in 2 CFR 200.332(b) and as appropriate, the information in 2 CFR 200.332(d) as well as the requirements of the USDA awarding agency and award-specific terms and conditions in its subaward agreements.

If a subrecipient fails to comply with the terms and conditions of the Federal award, the recipient may impose special award conditions, including one or more of the corrective actions outlined in 2 CFR 200.339.

5.4 Reporting Subawards and Executive Compensation

In compliance with 2 CFR 170.220, USDA has adopted the full text of the award term found at Appendix A of 2 CFR part 170 – Reporting Subawards and Executive Compensation:

Reporting Subawards and Executive Compensation

1. *Reporting of first-tier subawards —*

    a. *Applicability.* Unless the recipient is exempt as provided in paragraph 4. of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the subaward.

    b. *Reporting Requirements.*

        i. The recipient must report each subaward described in paragraph 1.a. of this award term to Subaward Reporting in SAM.gov at https://sam.gov/fsrs.

        ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

2. *Reporting total compensation of recipient executives for entities —*

    a. *Applicability.* The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

        i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000;

        ii. in the preceding fiscal year, the recipient received:

            (1) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

            (2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

        iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)

    b. *Reporting Requirements.* The recipient must report executive total compensation described in paragraph 2.a. of this appendix:

        i. As part of the recipient's registration profile at *https://www.sam.gov*.

ii. No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

3. *Reporting of total compensation of subrecipient executives* —

   a. *Applicability.* Unless a first-tier subrecipient is exempt as provided in paragraph 4. of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

      i. The total Federal funding authorized to date under the subaward equals or exceeds $30,000;

      ii. In the subrecipient's preceding fiscal year, the subrecipient received:

         (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

         (2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

      iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)

   b. *Reporting Requirements.* Subrecipients must report to the recipient their executive total compensation described in paragraph 3.a. of this appendix. The recipient is required to submit this information to Subaward Reporting in SAM.gov at https://sam.gov/fsrs no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

4. *Exemptions.*

   a. A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:

      i. Subawards, and

      ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. *Definitions.* For purposes of this award term:

“Entity” includes:

a. Whether for profit or nonprofit:

i. A corporation;

ii. An association;

iii. A partnership;

iv. A limited liability company;

v. A limited liability partnership;

vi. A sole proprietorship;

vii. Any other legal business entity;

viii. Another grantee or contractor that is not excluded by subparagraph ii.; and

ix. Any State or locality;

b. Does not include:

i. An individual recipient of Federal financial assistance; or

ii. A Federal employee.

“Executive” means an officer, managing partner, or any other employee holding a management position.

“Subaward” has the meaning given in 2 CFR 200.1.

“Subrecipient” has the meaning given in 2 CFR 200.1.

“Total compensation” means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

5.5 Site Visits

The USDA awarding agency, the USDA Office of the Inspector General, or the Government Accountability Office may conduct in-person or virtual periodic site visits, at its own expense, to review project accomplishments and monitor progress. Site visit agendas may include review of financial and performance records, organizational procedures, and financial control systems. The USDA awarding agency may provide administrative or technical assistance, as necessary.

The USDA awarding agency will make every effort to notify the recipient of the site visit within a reasonable time frame. Any official site visit on the premises of a recipient or a subrecipient(s) requires that the recipient provide, and must require its subrecipients to provide, all reasonable facilities and assistance in order for the USDA awarding agency representatives to perform their duties. All site visits and evaluations are expected to be performed in a manner that does not cause any delay in the implementation of the project.

6.0 FINANCIAL MONITORING

6.1 Allowable and Unallowable Costs and Activities

The USDA awarding agency, recipient, and subrecipient must comply with cost principles at 2 CFR Subpart E and may not structure awards or obfuscate details to circumvent them. The cost principles apply to all costs associated with the Federal award, including the federal and non-federal share. All costs must meet the criteria in 2 CFR 200.403 to be allowable.

6.2 National Security and Unallowable Costs

USDA may periodically identify unallowable elements of cost, whether tangible or intangible, funded or otherwise made available through cash, non-cash, or in-kind contributions through a financial assistance award, due to national security concerns. Such determination of unallowability due to national security may be prescribed by statute, regulation, Executive Order, or administration policy, or may be in furtherance of Secretary’s Memorandum (SM) 1078-014, and prevents American taxpayer dollars from supporting countries of concern or other foreign adversaries who want to undermine our national security. A list of unallowable costs due to national security will be published and maintained at the following USDA website: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/national-security-and-unallowable-costs.

The recipient agrees to comply with this term and shall not purchase, use, or make available in any way an unallowable element of cost due to national security for the purposes of a USDA award or using funds under the award. This term applies to the list of unallowable costs published by USDA at the time of award and any subsequent modifications to the list. The recipient agrees to monitor for communications from the awarding agency concerning modifications to the list and will periodically check the list to ensure compliance with this term.

6.3 Periodic Financial Reports

USDA requires the submission of periodic financial reports, per 2 CFR 200.328. The reports may be required quarterly, semi-annually, or annually. The minimum reporting requirement is annual submission. The recipient is required to submit a Federal Financial Report (SF-425) with each period’s corresponding performance report to account for their financial expenditures during the corresponding reporting period. More detailed reports must be formatted and submitted according to the instructions of the USDA awarding agency.

6.4 Final Financial Report

The final financial report must be submitted to the USDA awarding agency no later than 120 calendar days after the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first. A subrecipient must submit a final financial report to a pass-through entity no later than 90 calendar days after the conclusion of the Federal award period of performance. See also 2 CFR 200.344. The USDA awarding agency or pass-through entity may extend the due date for any financial report with appropriate justification from the recipient or subrecipient.

6.5 Review of Financial Reports

USDA awarding agencies will review performance and financial reports to ensure completeness and progress toward meeting the project goals and measurable outcomes as well as compliance with Federal financial assistance regulations. USDA awarding agencies will notify the recipient if additional information is required. The recipient is responsible for adequately addressing all comments and questions before sending the revised report(s).

7.0 REMEDIES FOR NONCOMPLIANCE

The USDA awarding agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. When the Federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

1. Temporarily withhold payments until the recipient or subrecipient takes corrective action.
2. Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.
3. Suspend or terminate the Federal award in part or in its entirety.
4. Initiate suspension or debarment proceedings as authorized in 2 CFR part 180 and 2 CFR 417, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.
5. Withhold further Federal funds (new awards or continuation funding) for the project or program.
6. Pursue other legally available remedies.

8.0 DEBARMENT AND SUSPENSION

In compliance with 2 CFR 180.20, USDA has adopted the OMB guidance in Subparts A through I of 2 CFR part 180 (and as supplemented by 2 CFR part 417), as the USDA's policy and procedures for nonprocurement debarment and suspension.

9.0 CLOSEOUT

9.1 Federal Award Closeout

The USDA awarding agency will close out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award are completed by the recipient, as provided in 2 CFR 200.344. If the recipient fails to complete the applicable administrative actions or the required work for a Federal award, the USDA awarding agency will proceed to close out the Federal award with the information available. The recipient must submit all project reporting information within 120 calendar days of the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first.

After the closeout of a Federal award, the recipient is responsible for complying with post-closeout requirements in 2 CFR 200.345. In accordance with 2 CFR 200.345, the closeout of the Federal award does not affect any of the following:

1. The right of the USDA awarding agency to disallow costs and recover funds on the basis of a later audit or other review;
2. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments;
3. The ability of the USDA awarding agency to make financial adjustments to a previously closed Federal award, such as resolving indirect cost payments and making final payments;
4. Audit requirements in Subpart F of 2 CFR part 200;
5. Property management and disposition requirements in 2 CFR 200.310 through 2 CFR 200.316; or
6. Records retention as required in 2 CFR 200.334 through 2 CFR 200.337..

The recipient may charge the Federal award during closeout for the costs of publication or sharing of research results if the costs are not incurred during the period of performance of the Federal award.

9.2 Termination

In accordance with 2 CFR 200.340, the Federal award may be terminated in part or in its entirety as follows:

1. By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award;
2. By the Federal agency or pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;

3. By the recipient or subrecipient upon sending the Federal agency or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal agency or pass-through entity determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal agency or pass-through entity may terminate the Federal award in its entirety; or
4. By the Federal agency or pass-through entity if an award no longer effectuates the program goals or agency priorities.

The recipient or pass-through entity must clearly and unambiguously specify all termination provisions in the terms and conditions of the subaward.

When the USDA awarding agency terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the Federal award, the Federal agency must report the termination in SAM.gov. The USDA awarding agency must use the Contractor Performance Assessment Reporting System (CPARS) to enter information in SAM.gov.

1. The information required under 2 CFR 200.340(c) (the preceding paragraph) is not to be reported in SAM.gov until the recipient has either:
   a. Exhausted its opportunities to object or challenge the decision (see 2 CFR 200.342); or
   b. Has not, within 30 calendar days after being notified of the termination, informed the Federal agency that it intends to appeal the decision to terminate.

If the USDA awarding agency, after entering information about a termination in SAM.gov, subsequently:

1. Learns that any of that information is erroneous, the USDA awarding agency must correct the information in the system within three business days; or
2. Obtains an update to that information that could be helpful to other Federal agencies, the USDA awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

The USDA awarding agency must not post any information that will be made publicly available in the non-public segment of SAM.gov that is covered by a disclosure exemption under the Freedom of Information Act (FOIA). When the recipient asserts within seven calendar days to the USDA awarding agency which posted the information that a disclosure exemption under FOIA covers some of the information made publicly available, the USDA awarding agency that posted the information must remove the posting within seven calendar days of receiving the assertion. Before reposting the releasable information, the USDA awarding agency must resolve the issue in accordance with the USDA awarding agency's FOIA procedures.

When the Federal award is terminated in part or its entirety, the USDA awarding agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in 2 CFR 200.344 through 2 CFR 200.345.

9.3 Unused and Returned Funds

Closeout — In compliance with 2 CFR 200.344, the recipient must liquidate all financial obligations incurred under the Federal award no later than 120 days after the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first. If the recipient has a balance of funds the USDA awarding agency previously disbursed, and if those funds were not obligated for allowable expenditures before the end date of the period of performance, and are not authorized to be retained, the recipient must promptly refund those funds to the USDA awarding agency.

Termination — In compliance with 2 CFR 200.472, the recipient must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the effective date of the termination. If the recipient has a balance of funds the USDA awarding agency previously disbursed, and if those funds were not obligated for allowable expenditures before the effective date of termination or deemed allowable to comply with 2 CFR 200.344(c), 2 CFR 200.403(h), or 2 CFR 200.472(b) (as applicable), the recipient must promptly refund those funds to the USDA awarding agency.

Request to return unobligated balance — In compliance with 2 CFR 200.346, any Federal funds paid to the recipient or subrecipient in excess of the amount the recipient or subrecipient is determined to be entitled to under the Federal award constitute a debt to the USDA awarding agency. The USDA debt management procedures can be found at 7 CFR part 3. The USDA awarding agency must collect all debts arising out of its Federal awards in accordance with 31 CFR part 901.

9.4 Disposition of Real Property, Equipment, Supplies, and Intangible Property

The recipient must use, manage, and dispose of real property, equipment, supplies, and intangible property, acquired or improved under a Federal award in accordance with 2 CFR 200.311, 2 CFR 200.313 through 2 CFR 200.315, and 2 CFR 200.453.

The recipient must maintain property records that include a description of the property, serial number or other identification number (if applicable), the source of funding for the property (including the Federal Award Identification Number (FAIN)), who holds the title, the acquisition date, and cost of the property. Additional information includes the percentage of Federal participation in the project costs for the Federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property.

The recipient is expected to manage equipment for the purpose for which it was purchased, whether acquired in whole or in part under the Federal award, until disposition takes place.

10.0 RESEARCH & DEVELOPMENT, SCIENCE & TECHNOLOGY

For purposes of award terms 10.6 through 10.10 and 10.14, the following definitions shall apply:

"Foreign adversary" means any foreign government or foreign non-government person as defined (see 15 CFR 791.2) or determined (see 15 CFR 791.4) by the Secretary of Commerce to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or security and safety of United States persons.

"Foreign country of concern" means the People's Republic of China, the Democratic People's Republic of Korea, the Russian Federation, the Islamic Republic of Iran, or any other country determined to be a country of concern by the Secretary of State.

"Foreign entity" means a foreign government, foreign non-government entity (e.g. foreign corporation, business association, partnership, trust, society), foreign government instrumentality, or multilateral organization whose members are primarily foreign governments or non-government entities (e.g., Group of Twenty (G20)).

"Foreign person" means any natural person who is not a U.S. Citizen as defined herein.

"Foreign talent recruitment program" means any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non *de minimis* value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country, whether or not directly sponsored by the foreign country, to an individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue.

"Individual" means covered individual, senior/key person, or any other individual employed by the recipient to work on the research arrangement, including an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of a research project proposed to be carried out as part of a research arrangement with USDA; and (b) is designated as a covered individual by USDA. Consistent with National Security Presidential Memorandum 33 (NSPM-33), this means principal investigators (PIs) and other senior or key personnel seeking or receiving USDA research and development funding (i.e., extramural funding) and researchers at USDA laboratories and facilities (i.e., intramural researchers, whether or not federally employed), including Government-owned, contractor-operated laboratories and facilities.

"Research" means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Research includes all basic, applied, and demonstration research in all fields of science, technology, engineering, and mathematics. This includes, but is not limited to, research in economics, education, linguistics, medicine, nutrition, psychology, natural sciences, social sciences, statistics, and research involving human subjects, animals, and *in vitro* and *in silico* techniques. Activities which meet this definition constitute research (scientific activity), whether conducted or supported under a program which is considered "research" for other purposes, for example, some demonstration and service programs may include research or scientific activities.

"Research security training" means online research security training modules developed for the research community and participants in the United States research and development enterprise to ensure compliance with National Security Presidential Memorandum–33 or successor documents, including modules— (a) focused on cybersecurity, international collaboration and international travel, foreign interference, and rules for proper use of funds, disclosure, conflict of commitment, and conflict of interest; and (b) tailored to the unique needs of— (i) covered individuals; (ii) undergraduate students, graduate students, and postdoctoral researchers; and (iii) applicants for awards under the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs (as such terms are defined in section 9(e) of the Small Business Act (15 USC 638(e)).

"Science Experts Network Curriculum Vitae (SciENcv)" means an electronic system that helps researchers assemble the professional information needed for participation in federally funded research. SciENcv gathers and compiles information on expertise, employment, education and professional accomplishments (e.g., Common Form for Current and Pending (Other) Support and the Common Form for Biographical Sketch (OMB Control Number: 3145-0279)). Researchers can use SciENcv to create and maintain biosketches that are submitted with grant applications and annual reports. SciENcv allows researchers to describe and highlight their scientific contributions in their own words. SciENcv is available at: https://www.ncbi.nlm.nih.gov/sciencv/.

"U.S. citizen or entity subject to foreign ownership, control, or influence (FOCI)" means a U.S. citizen or entity when: (a) A foreign interest[2] has the power to direct or decide matters affecting the entity's management or operations in a manner that could: (i) Result in unauthorized access to classified information; or (ii) Adversely affect performance of a contract or agreement requiring access to classified information; and (b) The foreign interest exercises that power: (i) Directly or indirectly; (ii) Through ownership of the U.S. entity's securities, by contractual arrangements, or other similar means; (iii) By the ability to control or influence the election or appointment of one or more members to the entity's governing board (e.g., board of directors, board of managers, board of trustees) or its equivalent; or (iv) Prospectively (i.e., is not currently exercising the power, but could).[3]

10.1 Intellectual Property (Copyright and Patent Rights)

Pursuant to 2 CFR 200.315(b), and to the maximum extent permissible by law, the recipient or subrecipient shall retain the right to assert copyright in any work that is copyrightable and either was developed or for which ownership was acquired under this Federal award. However, the USDA awarding agency expressly reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, distribute, or otherwise utilize such copyrighted works for Federal purposes, including the right to authorize third parties to exercise these rights on behalf of the Federal government. This reservation of rights includes the authority of the USDA awarding

[2] For the purposes of this definition, the term "foreign interest" includes foreign person or foreign entity.
[3] 32 CFR 2004.34

agency to mandate that the recipient or subrecipient make such works accessible through public access repositories operated, authorized, or designated by the USDA awarding agency.

The recipient or subrecipient shall adhere to all applicable regulations concerning patents and inventions, including but not limited to the government-wide regulations delineated in 37 CFR Part 401. Should the recipient or subrecipient fail to disclose or elect to retain title to a subject invention in accordance with 37 CFR Part 401, or decline to do so, the USDA awarding agency reserves the right to obtain title to said subject invention.

10.2 Scientific Integrity and Research Misconduct

USDA is committed to the highest levels of integrity in all of its scientific activities and decision making. This includes performing, recording, and reporting the results of scientific activities with honesty, objectivity, and transparency. All individuals and entities performing under this Federal award shall adhere to the principles of scientific integrity as articulated in USDA Departmental Regulation 1074-001, "Scientific Integrity".

The recipient is expected to uphold the principles of scientific integrity when engaging in scientific activities identified in the Departmental Regulation. Scientific integrity is the condition resulting from adherence to professional values and practices when conducting, reporting, and applying the results of scientific activities that ensure objectivity, clarity, and reproducibility, and that provides insulation from bias, fabrication, falsification, plagiarism, inappropriate influence, political interference, censorship, and inadequate procedural and information security.

The recipient bears the primary responsibility for prevention and detection of research misconduct associated with their institution and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution as described per 2 CFR part 422. The recipient must comply with the reporting requirements outlined in 2 CFR part 422 regarding allegations and findings of research misconduct involving USDA-funded research.

Additional information can be found on the USDA Office of the Chief Scientist website.

10.3 Geospatial Data Management Standards

The recipient agrees to comply with USDA’s Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001, which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

10.4 Public Access to Scholarly Publication and Digital Scientific Research Data

The recipient agrees to comply with USDA’s public access policy implemented in Departmental Regulation 1020-006, which establishes USDA policy for public access to scholarly publications and digital scientific research data assets. USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by USDA accessible to the public, to the extent practicable.

10.5 Information Security and Privacy

If the recipient connects to the USDA network or processes/stores USDA information, it must adhere to all Federal and USDA security and privacy mandates. Recipient personnel granted access to USDA networks, systems, or authorized to use USDA-owned/leased equipment, must complete all mandatory USDA security and privacy training. This includes the Federal Information Security Management Acts (FISMA) of 2002 and 2014, the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974, all aimed at safeguarding USDA information and information systems from cyber threats and unauthorized access. Detailed USDA control guidelines are provided in the most recent USDA Information System Security Handbook. Furthermore, compliance with USDA email regulations and policies is required. Those regulations and policies specifically prohibit the downloading of copyrighted material without prior authorization or accessing content deemed inappropriate. The recipient is also prohibited from disseminating or publishing previously unreleased official government information or data without explicit authorization under this award.

USDA security and privacy protocols are aligned with the latest National Institute of Standards and Technology (NIST) special publications and are accessible through the USDA Information System Security Program Manager. Where applicable, the recipient is required to collaborate with the designated USDA Program Unit Information Systems Security Manager and the USDA Information Systems Security Program Manager to meet the FISMA Assessment and Authorization (A&A) requirements for USDA information and information systems, including adhering to the USDA's 6-step risk management framework as described in Departmental Regulation 3540-003: Security Assessment and Authorization.

10.6 Research Security Training

The recipient of a research award, whether an institution or individual, must certify that each individual employed by the recipient to work on the award has completed research security training (RST) and must recertify annually for the duration of the award. RST must have been completed either at the time of application, where applicable, or within the 12-month period immediately preceding the commencement of work on the award. The required RST can be satisfied by utilizing the training made available by the National Science Foundation or the SECURE Center.

10.7 Foreign Ownership, Control or Influence (FOCI) by a Country of Concern

By accepting the Federal award, the recipient (whether an institution or individual) certifies that they are not currently, and will not in the future, enter into any subawards, contracts, or other agreements, or otherwise provide any form of benefit (material or non-material) through either funded or unfunded work to any foreign person, foreign entity, U.S. citizen, or U.S. entity, that is subject to FOCI by a foreign country of concern or another foreign adversary.

10.8 Disclosures

The recipient of a research award (whether an institution or individual), and all employees of the recipient who work on the research award, must complete the Common Form for Current and Pending (Other) Support and the Common Form for Biographical Sketch using SciENcv, submit the form(s) at time of application, and agree to update the form(s) at any time USDA deems appropriate during the term of the award, but no less than annually. The recipient must provide any supporting documentation, including copies of contracts, grants, or any other agreement, specific to foreign appointments, employment with a foreign institution, participation in a foreign talent recruitment program, and other information reported as current and pending support for all employees working on the award.

By accepting the award, the recipient certifies that the forms are current, accurate, and complete.

10.9 Malign Foreign Talent Recruitment Program

The recipient must certify that they (if an individual) or any individual employed to work on the research award is not participating, and has not participated within the past 10 years, in a malign foreign talent recruitment program (FTRP) as defined in 42 U.S.C. § 19237. Each such individual must certify on the Common Form for Current and Pending (Other) Support and a Common Form for Biographical Sketch (OMB Control Number 3145-0279) via SciENcv that they are not party to a malign FTRP and agree to an annual recertification for the duration of the award, complying with 42 U.S.C. § 19232.

10.10 Consequences for Violation of Disclosure Requirements

Violation of disclosure requirements may lead to criminal, civil, and/or administrative consequences as may be deemed appropriate based upon the particular facts of the violation. Violations will be thoroughly investigated and referred to criminal and/or civil offices within the Department of Justice, when warranted. Such matters will also be considered for administrative action as deemed appropriate. Administrative actions may include suspension and debarment of individuals or research organizations, where consistent with 2 CFR part 180, 2 CFR part 417, and 48 CFR part 9.4 and appropriate to protect the integrity of government grant and contract programs.

In addition to suspension and procedures set forth in 2 CFR part 180, 2 CFR part 417, and 48 CFR part 9.4, a research agency may consider action pursuant to other authorities, including but not limited to:

1. 2 CFR 200.206 Federal awarding agency review of risk posed by applicants;
2. 2 CFR 200.208 Specific conditions;
3. 2 CFR 200.339 Remedies for noncompliance;
4. 2 CFR 200.340 Termination; and
5. 2 CFR 200.341 Notification of termination requirement.

Other Potential Administrative Actions

Depending on the facts surrounding the violation, and consistent with due process requirements, research agencies may consider a range of actions, including upon recommendation of the cognizant Office of the Inspector General. Such actions include, but are not limited to:

1. Rejection of a research arrangement application;

2. Preserving a research arrangement but requiring or otherwise ensuring that individual(s) do not perform work under the arrangement;
3. Ineligibility for participation in U.S. Government review panels and other activities;
4. Suspension or termination of Federal employment;
5. Suspension or termination of a research arrangement;
6. Suspension or denial of Title IV funds by the Department of Education; and
7. Placement of the individual or research organization in the System for Award Management or Federal Awardee Performance and Integrity Information System to alert other agencies.

10.11 Potential Life Sciences Dual Use Research of Concern and Dangerous Gain-of-Function

This term and condition applies to all research for which USDA award funds may be used that potentially falls within the scope of the *U.S. Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern* (DURC), as published in September 2014, and/or would fall under the Department of Health and Human Services *Framework for Guiding Decisions about Proposed Research Involving Enhanced Potential Pandemic Pathogens (HHS P3CO Framework),* as published in January 2017, hereafter referred to as "the Policy". By accepting this Federal award, the recipient agrees to comply with the Policy.

The recipient is responsible for monitoring the research progress and for implementation of all appropriate biosafety and biosecurity risk mitigation measures including compliance with all applicable laws and regulations related to that implementation, including the Policy specified above. The recipient agrees to ensure that the award does not support any research that USDA will not fund.

1. Pursuant to the May 5, 2025, Executive Order on Improving the Safety and Security of Biological Research, USDA will not fund research that could potentially result in dangerous gain-of-function research conducted by foreign entities in countries of concern, as defined by the Executive Order, or foreign countries where there is not adequate oversight. Adequate oversight means the work is conducted in a manner that is compliant with U.S. biosafety and biosecurity standards.
2. USDA will not fund research that would lead to a dangerous gain-of-function except in special circumstances where the potential benefits far outweigh the risks, where other options are not available, and where all other conditions of the Policy are met.
3. USDA will not fund research that involves the creation, transfer, or use of enhanced potential pandemic pathogens except under special circumstances where the potential benefits to society far outweigh the risks and all other conditions of the Policy are met.

Each organization involved in the conduct of USDA-supported research that utilizes select agents or other pathogens specified by the Secretary of Agriculture, must have a standing

Institutional Biosafety Committee (IBC) or other Institutional Review Entity (IRE) whose role is the review of research involving agents covered by the Policy.

Use of the select agents or other potential pandemic pathogens as defined by the Policy must be registered with the Centers for Disease Control and Prevention or USDA as directed under the Select Agent Regulations. Documentation demonstrating appropriate registration of the agent must be submitted to USDA prior to the issuance of the award.

In the rare cases where USDA funds research that involves the creation, transfer, or use of enhanced potential pandemic pathogens, then special award conditions will be applied to ensure adequate oversite by the cognizant USDA Agency and require the establishment of a risk mitigation plan for the research that must be reviewed and approved by the IRE and USDA, as well as the requirement of maintenance of records of institutional review of the research and risk mitigation activities for three years after completion of the project.

The recipient must establish an Institutional Contact for Dual Use Research (ICDUR), as required by the Policy, to serve as an internal resource for issues regarding compliance with and implementation of the requirements for the oversight of research that falls within the scope of the Policy. The recipient must maintain records of institutional DURC reviews and completed risk mitigation plans for the term of the research grant or contract plus three years after its completion, but no less than eight years, unless a shorter period is required by law or regulation.

"Dangerous gain-of-function" research means scientific research on an infectious agent or toxin with the potential to cause disease by enhancing its pathogenicity or increasing its transmissibility. Covered research activities are those that could result in significant societal consequences and that seek or achieve one or more of the following outcomes:

1. Enhancing the harmful consequences of the agent or toxin;
2. Disrupting beneficial immunological response or the effectiveness of an immunization against the agent or toxin;
3. Conferring to the agent or toxin resistance to clinically or agriculturally useful prophylactic or therapeutic interventions against that agent or toxin or facilitating their ability to evade detection methodologies;
4. Increasing stability, transmissibility, or the ability to disseminate the agent or toxin;
5. Altering the host range or tropism of the agent or toxin;
6. Enhancing the susceptibility of a human host population to the agent or toxin; or
7. Generating or reconstituting an eradicated or extinct agent or toxin.

"Dual use research of concern" means life sciences research that, based on current understanding, can be reasonably anticipated to provide knowledge, information, products, or technologies that could be directly misapplied to pose a significant threat with broad potential consequences to public health and safety, agricultural crops and other plants, animals, the environment, materiel, or national security.

"Institutional Contact for Dual Use Research" (ICDUR) means an individual designated by the institution to serve as an institutional point of contact for questions regarding compliance with and implementation of the requirements for the oversight of DURC as well as the liaison (as necessary) between the institution and the relevant funding agency.

"Life sciences" means living organisms (e.g., microbes, human beings, animals, and plants) and their products, including all disciplines and methodologies of biology such as aerobiology, agricultural science, plant science, animal science, bioinformatics, genomics, proteomics, microbiology, synthetic biology, virology, molecular biology, environmental science, public health, modeling, engineering of living systems, and all applications of the biological sciences. The term is meant to encompass the diverse approaches to understanding life at the level of ecosystems, populations, organisms, organs, tissues, cells, and molecules.

10.12 Export Control

By accepting this Federal award, the recipient agrees to comply with all applicable laws and regulations regarding export-controlled items, including the Export Administration Regulations (EAR) issued by the Department of Commerce. The recipient shall establish and maintain effective export compliance procedures throughout the performance of the Federal award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

If export-controlled items are used to conduct research or are generated as part of the research efforts, the export control laws and regulations apply to the controlled items.

The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Federal award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, Executive Orders, and/or regulations, including the EAR.

To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (22 CFR part 120 through 22 CFR part 130), including releases of such items to foreign nationals.

Although openly publishable literature is not subject to export control, USDA's policy is to oppose interaction with terrorist and embargoed countries unless there is specific U.S. Government policy support for sponsorship for such interactions.

The recipient shall include this clause, including this paragraph, in all lower-tier transactions (subawards, contracts awarded under the Federal award, etc.) under this Federal award that may involve access to export-controlled items.

"Export-controlled information" means information (which may include technology, technical data, assistance or software), the export (including, as applicable, transfer to foreign nationals within the United States) of which is controlled under the "Export Administration Regulations" (maintained by the U.S. Department of Commerce), the "International Traffic in Arms Regulations" (maintained by the U.S. Department of State), "10 CFR part 810, Assistance to Foreign Atomic Energy Activities" regulations (maintained by the U.S. Department of Energy), or various trade and economic sanctions (maintained by the U.S. Department of Treasury's Office of Foreign Assets Control).

"Export-controlled items" means items (e.g., commodities, software, or technology), that are subject to the EAR (15 CFR part 730 through 15 CFR part 774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

"Deemed export/re-export" means the release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national (15 CFR 734.2). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from Department of Commerce may be required for deemed exports or re-exports. Transfer can occur by the transmission of technology/items by physical or electronic means such as:

1. Shipping (by land, sea, or air) of export-controlled information (ECI); hand-carrying on foreign travel; or performing processes or services in a foreign country that convey expertise;
2. Sales, loans, or donations to foreign persons, including associated technical manuals;
3. Consulting with or training foreign persons;
4. Publications, presentations, and participation in international exchange programs or conferences;
5. Mail, faxes, emails, postings/data transfer on the Internet, or communication through telephone calls;
6. Cooperative Research and Development Agreements (CRADA), patent applications, non-disclosure agreements, procurement specifications, Memoranda of Agreement/Understanding, and contracting instruments; and
7. Sharing export-controlled technology/information with foreign persons in the United States, including visits or assignments of foreign persons to USDA facilities.

If a violation occurs or one is thought to have occurred, self-disclosure is required to USDA and the appropriate export control jurisdictional authority. Each recipient has or should have an escalation process for such matters. Depending on circumstances and the significance of the violation, penalties can include:

1. Fines for the individual and/or legal entity contractor;

2. Denial of export privileges for a specified period of time or indefinitely;
3. Loss of Programs/Projects;
4. Loss of reputation;
5. Debarment, seizure, and/or forfeiture; or
6. Imprisonment.

10.13 Limitation on Use of Funds for Research Involving Human Subjects

By accepting this Federal award, the recipient agrees that no work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Federal award for human subject's research, until the appropriate documentation is approved in writing by USDA. This documentation may include:

1. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
2. Documentation to support an exemption for the project;
3. Documentation to support deferral for an exemption or IRB review; or
4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
5. The recipient shall obtain and document a legally sufficient informed consent from each human subject involved. No such informed consent shall include any exculpatory language through which the subject is made to waive, or to appear to waive, any of his or her legal rights, including any release of the recipient or its agents from liability for negligence.

If approved, the recipient agrees to comply with U.S. Department of Health and Human Services' regulations regarding human subjects, appearing in 45 CFR part 46 (as amended) and USDA regulations appearing in 7 CFR part 1c. The recipient and any subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. The recipient will provide assurance that the risks do not outweigh either potential benefits to the subjects or the expected value of the knowledge sought and selection of subject or groups of subjects shall be made without regard to sex, race, color, religion, or national origin unless these characteristics are factors to be studied.

The protection of human subjects (the "Common Rule") as codified in 45 CFR part 46, subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

11.0 RECORDS MANAGEMENT

11.1 Record Retention

The recipient must retain all records relating to the Federal award for three years after the submission of the final Federal Financial Report (SF-425). If any litigation, claim, or audit is started before the expiration of the 3-year period, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken, to include when appeal rights have lapsed and no appeal was filed. See 2 CFR 200.334 for exceptions and qualifications to the retention requirement and period for other types of Federal-related records, including property records.

11.2 Access to Records

As described in 2 CFR 200.337, the USDA awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have right of access to any documents, papers, or records of recipients and subrecipients which are pertinent to the Federal award, to make audits, examinations, excerpts, and transcripts. Compliance with this requirement includes timely and reasonable access to the recipient's and subrecipient's personnel for interviews and discussion related to such documents.

11.3 Licensing and Copyright

The Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, make public or otherwise use, and to authorize others to use for federal purposes:

1. The copyright in all information dissemination products, as defined at 2 CFR 400.0, developed under an award; and
2. Any rights of copyright to which the recipient purchases ownership under an award.

12.0 OTHER APPLICABLE TERMS AND CONDITIONS

12.1 Animal Welfare Act

The recipient agrees to comply with the Animal Welfare Act (7 U.S.C. § 54) and corresponding regulations in 9 CFR part 1 through 9 CFR part 4 pertaining to the care, handling, and treatment of vertebrate animals held or used for research.

12.2 Civil Rights Obligations/Nondiscrimination

The recipient must comply, and certifies that it will comply, with all applicable Federal anti-discrimination laws, regulations, and policies for the duration of the Federal award, to include the following without limitation:

1. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq.;
2. Presidential Executive Order 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*;
3. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and applicable implementing regulations at 7 CFR part 15, subpart A;

4. Presidential Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*; and
5. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.).

By accepting the award, the recipient certifies that it does not, and will not during the term of the award, operate any programs that advance or promote Diversity, Equity, and Inclusion in violation of Federal anti-discrimination laws. The recipient must include the provisions of this clause in all subawards and contracts awarded under the Federal award.

The above requirements are conditions of payment that go to the essence of the Federal award, and they are therefore material terms of the Federal award. The recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Federal award. Payments under the award are predicated on compliance with the above requirements, and therefore the recipient is not eligible for funding under the award or to retain any funding under the award absent compliance with the above requirements. USDA reserves the right to terminate Federal financial assistance awards and recover all funds if the recipient, during the term of this award, operates any program in violation of Federal anti-discrimination laws.

If the recipient either fails to comply with above requirements, or makes a knowing false statement related to compliance with the above requirements and/or eligibility for the Federal award, the recipient may be subject to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. § 287 and 18 U.S.C. § 1001.

For more information about USDA Civil Rights requirements, please visit https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights.

12.3 International Travel – Fly America Act

All Federal government financed international air transportation is required by 49 U.S.C. § 40118, commonly referred to as the "Fly America Act," to use U.S. air carrier service for all air travel and cargo transportation services. One exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act.

Current "Open Skies Agreements" that are in effect can be found here: https://www.gsa.gov/policy- regulations/policy/travel-management-policy/fly-america-act.

It is the recipient's responsibility for making determinations and documenting the decision as to whether an exemption to this requirement applies.

Exceptions vary depending on the direction of travel and are outlined in 41 CFR 301-10.135 and 41 CFR 301-10.136.

12.4 Prohibition on Congressional Interest in Agreements

Pursuant to 41 U.S.C. § 6306, no Member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefit that may arise therefrom, either directly or indirectly, except as expressly provided by law.

12.5 Lobbying Prohibitions

In accordance with 31 U.S.C. § 1352, the recipient is required to abide by the policy and procedures codified at 22 CFR part 138. By accepting the Federal award, the recipient agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $25,132 and not more than $251,322 for each such failure.

12.6 Trafficking in Persons

USDA awarding agencies are authorized to terminate a Federal award or take remedial actions if a private entity receiving funds under a Federal award engages in trafficking in persons. In compliance with 2 CFR 175.105(a), USDA has adopted the award term—Trafficking in Persons (Appendix A to 2 CFR part 175):

Trafficking in Persons

1. *Provisions applicable to a recipient that is a private entity.*

a. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

   i. Severe forms of trafficking in persons;

   ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

   iii. The use of forced labor in the performance of this award or any subaward; or

   iv. Acts that directly support or advance trafficking in persons, including the following acts:

      (1) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

      (2) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

         (a) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

         (b) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

      (3) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

      (4) Charging recruited employees a placement or recruitment fee; or

      (5) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

   i. Is determined to have violated a prohibition in paragraph 1.a. of this appendix; or

   ii. Has an employee that is determined to have violated a prohibition in paragraph 1.a. of this this appendix through conduct that is either:

      (1) Associated with the performance under this award; or

(2) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 417.

2. *Provision applicable to a recipient other than a private entity.*

   a. The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph 1.a. of this appendix; or

      ii. Has an employee that is determined to have violated a prohibition in paragraph 1.a. of this appendix through conduct that is either:

         (1) Associated with the performance under this award; or

         (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 417.

3. *Provisions applicable to any recipient.*

   a. The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.a. of this appendix.

   b. The Federal agency's right to unilaterally terminate this award as described in paragraphs 1.b. or 2.a. of this appendix:

      i. Implements the requirements of 22 U.S.C. 78, and

      ii. Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

         (1) The recipient must include the requirements of paragraph 1.a. of this award term in any subaward it makes to a private entity.

         (2) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

4. *Definitions.* For purposes of this award term:

   "Employee" means either:

   a. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

b. Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

"Private entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

In addition, for awards related to research and development (R&D) or science and technology (S&T), the recipient certifies that they are not party to utilizing forced labor or partnering with non-parties to this agreement who are party to utilizing forced labor.

12.7 Recipient Integrity and Performance

In compliance with Appendix XII to 2 CFR part 200, if the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the Federal award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition of Recipient Integrity and Performance Matters:

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement.*

   a. If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph 2. of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

2. *Proceedings About Which You Must Report.*

   a. You must submit the required information about each proceeding that—

      i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent 5-year period; and

c. Is one of the following—

i. A criminal proceeding that resulted in a conviction;

ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

iii. An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

iv. Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph 2.a.i. through iii.;

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures.* Enter the required information in *SAM.gov* for each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency.* During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report proceedings information in *SAM.gov* for the most recent 5-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions***.** For purposes of this award term—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

"Conviction" means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

"Total value of currently active grants, cooperative agreements, and procurement contracts" includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

12.8 Debt

Pursuant to 7 CFR 3.14(b), USDA awarding agencies are not permitted to extend Federal financial assistance (either directly or indirectly) in the form of grants, loans, or loan guarantees to judgement debtors who have a judgement lien placed against their property until the judgement is satisfied, unless the USDA awarding agency grants a waiver in accordance with USDA regulations. See 31 U.S.C. § 3720B. By accepting this award, the recipient and affirms they are not a judgement debtor who has a judgement lien placed against their property, or that the USDA awarding agency has granted a waiver in accordance with USDA regulations.

Pursuant to 31 U.S.C. Chapter 37, any funds paid to a recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the USDA awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withhold advance payments otherwise due to the recipient; or
3. Taking other action permitted by statute.

Except as otherwise provided by law, the USDA awarding agency shall charge interest on an overdue debt in accordance with 31 U.S.C., Chapter 37 and 31 CFR Part 901.

12.9 Never Contract with the Enemy

In accordance with 2 CFR part 183, the following terms apply if the Federal award exceeds $50,000 and is performed outside the United States, including U.S. territories, and is in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.

1. Prohibition on Providing Funds to the Enemy
   a. The recipient must—
      i. Exercise due diligence to ensure that no funds, including supplies and services, received under this Federal award are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively

engaged in hostilities, which must be completed through [2 CFR 180.300](2 CFR 180.300) prior to issuing a subaward or contract and;

ii. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal agency provides written approval to continue the subaward or contract.

b. The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this Federal award that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

c. The USDA awarding agency has the authority to terminate or void this Federal award, in whole or in part, if the USDA awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the USDA awarding agency becomes aware that any funds received under this Federal award have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

2. Additional Access to Recipient Records

a. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any of recipient records and the records of subrecipients or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before December 19, 2017, that will be performed in the United States Central Command (USCENTCOM) theater of operations.

b. The substance of this clause, including this paragraph (b), must be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

12.10 Whistleblower Protection

USDA recognizes that whistleblowers perform an important service to the agency and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees against reprisal for whistleblowing. In addition, under 41 U.S.C. § 4712, it is illegal for an employee of a Federal contractor, subcontractor, grantee, subgrantee, or for a personal services contractor to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive-19 (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

The USDA Office of the Inspector General (USDA OIG) has jurisdiction to investigate allegations of reprisal for whistleblowing by employees of USDA contractors, subcontractors, grantees, subgrantees, and personal services contractors. Information on how to report suspected reprisal to the USDA OIG is available at: https://usdaoig.oversight.gov/resources/whistleblower-protection-coordinator.

12.11 Drug Free Workplace

The recipient must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 182, as implemented and supplemented by 2 CFR part 421, in accordance with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §§ 8101 - 8106). This term applies unless an USDA awarding agency authorized official determines that application to a Federal award would be inconsistent with the international obligations of the United States or the laws or regulations of a foreign government.

13.0 COMPLIANCE WITH EXECUTIVE ORDERS AND OTHER PRESIDENTIAL ACTIONS

USDA must comply with Executive Orders (EOs) and other Presidential Actions. When incorporated into Federal awards, the recipient must comply with EOs or Presidential Actions, as well as USDA awarding agency policies and regulations. The following EOs are expressly incorporated into this Federal award:

13.1 EO 13043: Increasing Seat Belt Use in the United States

The recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. USDA encourages individuals to use seat belts while driving in connection with the Federal award. See full text.

13.2 EO 13513: Federal Leadership on Reducing Text Messaging While Driving

The recipient is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Federal Government owned vehicles, or while driving personally owned vehicles when on official Federal Government business or when performing any work for or on behalf of the Federal Government. See full text.

13.3 EO 13642: Making Open and Machine Readable the New Default for Government Information

In order to ensure government information is easy to find, accessible, and usable, Federal Government information resources shall be open and machine readable. The recipient should, whenever practicable, collect, transmit, and store award-related information in open and machine-readable formats rather than in closed formats or on paper. See full text.

13.4 EO 14149: Restoring Freedom of Speech and Ending Federal Censorship

No funding shall be directed towards activities that are contrary to section 2 of EO 14149. See full text.

13.5 EO 14168: Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

No funding shall be used to promote gender ideology. See full text and Section 12.2.

13.6 EO 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

The recipient shall comply fully with all applicable Federal anti-discrimination laws and acknowledges said compliance is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4). The recipient certifies they do not operate any programs that promote Diversity, Equity, or Inclusion (DEI) that violate any applicable Federal anti-discrimination laws. See full text and Section 12.2.

13.7 EO 14199: Withdrawing the U.S. From and Ending Funding to Certain United Nations Organizations and Reviewing U.S. Support to all International Organizations

No funding shall be used for a contribution, grant, or other payment to UNWRA. See full text.

13.8 EO 14201: Keeping Men Out of Women's Sports

No funding shall be directed towards educational programs that deprive women and girls of fair athletic opportunities. No funding shall be directed towards male competitive participation in women's sports. See full text.

13.9 EO 14204: Addressing Egregious Actions of the Republic of South Africa

No aid or assistance shall be provided to South Africa. See full text.

13.10 EO 14218: Ending Taxpayer Subsidization of Open Borders

No funding shall be directed towards programs that allow illegal aliens to obtain taxpayer-funded benefits, provide public resources to meet the needs of illegal aliens, or provide incentives for illegal immigration by demonstrating the availability of public benefits. See full text.

13.11 EO 14224: Designating English as the Official Language of the United States

English is the official language of the United States. All USDA Federal financial assistance announcements, applications, and Federal award information should be in the English language. See full text.

13.12 EO 14292: Improving the Safety and Security of Biological Research

No funding shall be used for dangerous gain-of-function research conducted by foreign entities in countries of concern pursuant to 42 U.S.C. 6627(c), or in other countries where there is not adequate oversight to ensure that the countries are compliance with United States oversight standards and policies. No funding shall be used for other life-science research that is occurring in countries of concern or foreign countries where there is not adequate oversight to ensure that the countries are compliance with United States oversight standards and policies and that could reasonably pose a threat to public health, public safety, and economic or national security. See full text.