National Forest Foundation

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MISSOULA, MONTANA 59804
TEL 406.542.2805
NATIONALFORESTS.ORG

June 9, 2026

Alex Geritz
Forestry Projects Manager
County of Nevada
950 Maidu Avenue, Suite 230
Nevada City, CA 95959

Dear Alex:
On behalf of the National Forest Foundation (NFF), I am delighted to inform you that project RS-541 - Nevada County Community Resilience, submitted by County of Nevada, has been approved for $7,000,000.00 in subaward funding from the NFF through the 2026 *Strategic Projects Initiative.* Enclosed is a grant agreement committing funds to this project and explaining your organization's obligations.

The NFF will disburse subaward funds in accordance with the terms of the agreement, and your organization will receive this support towards the completion of the approved project, provided it fully complies with all requirements. The subaward covers expenses incurred from June 10, 2026 through August 31, 2028, and all project activities and expenditures must occur within this period. Please review, complete, and return the enclosed agreement promptly.

Following the project's approved budget, total contributions for this project consist of:

NFF Subaward:	**$7,000,000.00**
Recipient-Proposed Cost Share:	
Nonfederal Cash Match:	$ .00
In-Kind Contributions:	$ .00
Federal Contributions:	$ .00
Total Project Value:	**$7,000,000.00**

By completing this work, I have no doubt that significant benefit will come to the Tahoe National Forest and nearby communities. If you have any questions about the subaward materials or the administration of your subaward, please contact Kerry Morse, Grantmaking Senior Manager, at 406.360.7480 or grants@nationalforests.org.

Sincerely,

Signed by:
Angela R. Norcross
5032D53B5D2B4D0...

Angela Norcross
Director of Grant and Contract Administration

Enclosures

Subaward Agreement
2026 Strategic Projects Initiative

National Forest Foundation

A) Subaward Summary

Agreement Number: RS-541
Project Title: Nevada County Community Resilience

Award Recipient: County of Nevada
EIN: 94-6000526 **UEI:** QDDBKGRJTRL5 **Organization Type:** Government (State or Local)

Project Purpose: To reduce catastrophic wildfire impacts to community High Value Resources and Assets at risk through a partnership with the Tahoe National Forest to conduct wildfire risk reduction activities.

Total Subaward Amount:	**$7,000,000.00**
Federal portion of subaward:	$7,000,000.00
Nonfederal portion of subaward:	$0.00
Match Type:	None Required
Match Required:	$0.00
Payment Type:	Reimbursable
Reimbursement Type:	Quarterly
Expense Documentation:	Invoice Form + Report
Subaward Indirect Cost Rate:	1.59%

Performance Period Start:	June 10, 2026
Performance Period End:	August 31, 2028

All expenses charged to the subaward must be incurred within the performance period. No work before the performance period begins or after it ends is considered an allowable cost.

Reporting Deadlines:

Update report:	November 30, 2026
Update report:	May 31, 2027
Update report:	November 30, 2027
Update report:	May 31, 2028
Final report:	September 30, 2028

Important Information:
- No extensions of the performance period are allowed.
- Prior approval is required for budget modifications greater than 10% of the total subaward amount.
- Prior approval is required for modifications to the approved scope of work.

Documents relevant to the administration and reporting of this National Forest Foundation grant, such as forms, reporting requirements, financial report templates, instructions for requesting agreement modifications, and final report cover sheets are available at https://www.nationalforests.org/grant-programs/resources.

Recipient Key Contact:
Alex Geritz, Forestry Projects Manager
County of Nevada
950 Maidu Avenue, Suite 230
Nevada City, CA 95959
Alex.Geritz@nevadacountyca.gov, 5305575057

NFF Subaward Administrator:
Kerry Morse, Grantmaking Senior Manager
National Forest Foundation
Building 27, Suite 3, Fort Missoula Road
Missoula, MT 59804
grants@nationalforests.org, 406.360.7480

Agreement Number	RS-541
Project Title:	Nevada County Community Resilience
Recipient:	County of Nevada

B) List of Agreement Components

C) Signatures

By signing below, the Recipient certifies that they are eligible to receive this subaward, will apply the subaward funds specifically toward the above project for the approved scope of work, agree to comply with the terms of this grant agreement and all agreement components in their entirety, and implement the project as expeditiously as practicable.

For the National Forest Foundation:

Angela Norcross, Director of Grant and Contract Administration
Authorized Signer Name Title

Signed by:
Angela R. Norcross
5032D53B5D2B4D0...
6/9/2026
Signature Date

For County of Nevada:

Authorized Signer Name Title

Signature Date

D) Agreement Execution

This subaward must be fully executed by an authorized signer representing the Recipient and returned to the NFF within 60 days of receipt. Any agreements not legally executed and returned within that time are immediately void and are no longer valid.

E) Correspondence and Communications

All communications should be addressed to the NFF Subaward Administrator listed on the cover page to this agreement and must directly reference NFF Agreement # **RS-541**.

F) NFF Subaward Funding Information

1. **NFF Subaward Federal Funding Source Information:**
This table presents the federal funding source(s) included in the NFF subaward.

Funding Agency	NFF Funding ID	Funding Source Award Date to NFF	Funding Source End Date	FAIN	Total Award to NFF	Total Source Obligation to Subrecipient	ALN
USDA Forest Service	1596051	4/4/2023	6/1/2041	23-SA-11051700-020	$18,800,000.00	$7,000,000.00	N/A

2. **Restrictions on Subaward Funds:**
   a) The Recipient must use NFF Subaward Funds to implement the proposal as approved by the NFF.

   b) All expenses charged to the grant must be incurred within the performance period. No expenses can be billed for work that occurs before the performance period begins or after it ends.

   c) All requests for payment must be received within 30 days of the close of the Performance Period. No payment request will be accepted by NFF after this date without authorization from NFF.

   d) No monies subawarded through this program may be directed to the U.S. Forest Service or any other federal agency.

   e) The Recipient cannot use NFF subaward funds as a cost share or match for any other federal agreements.

3. **Administrative and Audit Requirements:** This subaward has specific administrative and audit requirements:
   a) The Recipient will keep systematic records of all expenditures pertaining to this project.

   b) Vouchers, consisting of time sheets, bills, invoices, canceled checks, receipts, etc., will be retained by the Recipient for three years after the submission and acceptance of a final report by the NFF and will be available for inspection and audit by representatives of the NFF or the U.S. Government at any time during this period.

   c) The NFF may, at its own expense, audit, or have audited, the records of the Recipient insofar as they relate to activities supported by this project.

   d) Should the Recipient have a change in negotiated indirect cost rate agreement (NICRA) during the performance period, the following requirements apply:
      i) If the Recipient does not have a previously established indirect cost rate with a Federal agency, they shall follow the requirements and timeframes unique to their organization found in the appendices to 2 CFR 200. The Recipient will be reimbursed for indirect costs at the tentative rate reflected in the budget until the rate is formalized in a NICRA, at which time, reimbursements for prior indirect costs may be subject to adjustment.
      ii) As new NICRAs are agreed to between the Recipient and their cognizant audit agency, the Recipient should contact the NFF to request to modify this subaward identifying (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. Updates to NICRAs will not affect the total funds available for this subaward unless documented in a formally executed modification.
      iii) If the NICRA is for a provisional rate, the Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established, even if this occurs after the final grant closeout report is submitted.
      iv) Failure to provide a revised provisional or final NICRA could result in disallowed costs and repayment to the NFF.

G) Cost Share and Payment Terms

1. **Definitions of Funding Types:**
   a) **NFF Subaward Funds** refer to funds awarded by the National Forest Foundation to County of Nevada to complete Project RS-541. The funds may be federal or nonfederal in origin depending on the specifics of an individual grant.

   b) **Nonfederal Cash Funds** refers to nonfederal cash contributions from one or more entities to County of Nevada and applied toward completion of Project RS-541 within this agreement's Performance Period. These contributions are considered cost share and must be documented in project financial reports to show project leverage.

   c) **Nonfederal In-Kind** refers to non-cash goods and services contributed to County of Nevada from nonfederal sources and applied toward completion of Project RS-541 within this agreement's Performance Period. While non-cash, these contributions do have a definable market-value and should be tracked. They can include volunteer labor, donated materials, and equipment, provided by nonfederal parties. To assess the value of volunteer time, please visit http://www.independentsector.org/ for the current value of volunteer time in your area. These contributions are considered cost share and must be documented in project financial reports to show project leverage.

   d) **Federal Cash or In-Kind** refers to any combination of cash or in-kind contributions from or through the U.S. Forest Service or any other federal entity that is applied toward completion of Project RS-541 within this agreement's Performance Period. These contributions must be documented in project financial reports to show project leverage.

2. **Cost Share Requirements:**
   This agreement does not require a cost share.

3. **Unexpended Funds:**
   a) Any portion of the NFF Subaward funds not expended at the end of the performance period must be returned to the NFF within 30 days.

H) Reporting

1. It is the Recipient's responsibility to keep the NFF informed of the project progress. Report submission deadlines are on the first page of this agreement. Submit reports electronically according to the instructions in the Reporting Guidelines. Financial statements must be signed. Refer to the specific report guidelines posted at https://www.nationalforests.org/grant-programs/resources for full details.

2. The Recipient should communicate early on and in writing about problems with providing these reports on a timely basis or questions about report requirements. Inaccurate or incomplete reports may delay payment of invoiced funds or require return of NFF funds.

3. By submitting images with reports, the Recipient authorizes the NFF and its partners to use the submitted images in internal and external communications without regard to length of use.

I) Publicity and Acknowledgements

1. The Recipient will give appropriate credit to the National Forest Foundation and the U.S. Forest Service for their support in all press releases and publications, including annual reports, video credits, dedications, and other public communications regarding this project, and on the Recipient's Web site, as applicable.

2. In all communications with the public, where space permits, please refer to the NFF as follows:

The National Forest Foundation (NFF) is the official nonprofit partner of the U.S. Forest Service and transforms America's love of nature into action for our forests. Working across 193 million acres of National Forests and Grasslands, the NFF leads collaborative efforts that restore land and water, strengthen wildfire resilience, and expand recreation access. The NFF's work is national in scale, local in practice, and generational in impact. Learn more at nationalforests.org*.*

3. The Recipient gives the NFF the right and authority to publicize its support of this project and the Recipient in press releases, publications, Web site, social media and other public communications utilizing proposals, reports, images, and other media provided by the Recipient. The NFF may feature this subaward in its public communications as long as the Recipient is in good standing and has provided updated information on the work.

4. Any publications or outreach materials funded through this grant must contain the following statements:

   "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

   To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

   If the publication or materials are too small to permit the use of the full statement, at a minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

J) Project and Budget Modifications

1. The NFF makes this project subaward with the understanding that all funds will be used in accordance with the approved project description and budget, in the specified time frame.

   a) Should there be any change in the project purpose, method of operation or budget, the Recipient must submit an emailed or written request to the NFF seeking approval of the changes. Budget modifications may be made without seeking NFF approval if the total change between budgeted line items is less than 10% of the total subaward amount for standard modifications.

   b) The Recipient must receive the written approval of the NFF for any proposed changes prior to their implementation.

   c) All modifications must be requested at least 30 days before the proposed change would take place, and prior to the close of the performance period.

2. No extensions are possible under this subaward.

K) Concurrent and Subsequent Subawards

1. There are no restrictions on subsequent or sequential subawards. The Recipient may manage this subaward concurrently with subawards granted through any other NFF subaward program, provided that this subaward remains in good standing and unless prohibited under the terms and conditions of the other subaward(s).

L) Closeout and Termination

1. **Closeout.** Subrecipient's obligations to NFF under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of NFF. Such requirements shall include, without limitation,

submitting final reports to NFF, completing final payment requests or return of funds, and providing any closeout-related information requested by NFF by the deadlines specified by NFF.

a) The Recipient may close out this subaward early by submitting a final report as soon as all grant-related expenditures are completed and applicable cost share or matching requirements (if any) have been met. An early final report to begin the closeout process may be submitted independently or in lieu of any required update report.

b) This provision shall survive the expiration or termination of this Agreement.

2. **Termination.** In the event that the Recipient does not meet the performance requirements of the approved scope of work or in the event of a major change in the availability of funds to the NFF, the NFF reserves the unilateral right to amend or rescind this subaward in part or in entirety. This subaward may be terminated as follows:

   a) By the NFF if the Recipient fails to comply with the terms and conditions of the subaward;

   b) By the NFF with the consent of the Recipient, 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;

   c) By the Recipient, upon sending the NFF 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 NFF determines that the remaining portion of the subaward will not accomplish the purposes for which the subaward was made, the NFF may terminate the subaward in its entirety; or

   d) By the NFF pursuant to the terms and conditions of the funding source award, including, to the extent authorized by law, if an award no longer effectuates the program goals or NFF or funding agency priorities.

M) Further Provisions to This Subaward

1. The Recipient agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Recipient shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of $1,000,000 per occurrence for bodily injury, death, or damage to property and $2,000,000 in the aggregate for bodily injury, death, or damage to property from more than one occurrence. The Recipient shall add the NFF as an Additional Named Insured and provide NFF with documentation evidencing such coverage.

2. The entirety of funds expended under this subaward must be used to support the 501(c)(3) mission-related activities of the NFF. The use of funds for any other purpose is explicitly prohibited and will result in immediate cancellation of the subaward and repayment of funds to the NFF.

3. Improvements made to National Forest System lands under this subaward become property of the United States, subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements of similar nature.

4. Partners in this project are not entitled to any share of interest in the affected Forest Service property other than the right to use and enjoy it under the existing regulations of the U.S. Forest Service.

5. The NFF or its partners may sell any publications resulting from the project in accordance with the regulations applicable to their 501(c)(3) status. The publication may be sold at fair market value, defined as the recovery of the costs of development, production, marketing, and distribution. Once initial costs have been recovered, fair market value encompasses the costs of printing, marketing, and distribution only. Fair market value must exclude any in-kind or Federal contributions to the total costs of the project.

6. The Recipient shall comply with current federal, state, local, and tribal public health policies, including those regarding COVID-19, in completing the approved project.

7. The Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Consistent with the requirements of USDA form AD-1048, the Recipient certifies, by execution of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This requirement also applies to Recipient's contractors. If unable to certify to any of the statements in this certification, the Recipient must notify the NFF in writing prior to the execution of this agreement.

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

10. COPYRIGHTING. Award Recipient or Contractor is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.
    This provision includes:
    - The copyright in any work developed by Award Recipient or Contractor under this agreement.
    - Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

11. The Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Recipient 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 subaward.

12. The Recipient certifies that it will not and has not used any funds associated with this agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Recipient shall also disclose to NFF any lobbying that takes place in connection with obtaining any subaward.

13. The Recipient 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 Recipient(including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
    i) procure or obtain, extend or renew a contract to procure or obtain;
    ii) enter into a contract (or extend or renew a contract) to procure; or
    iii) obtain the equipment, services or systems.

14. The Recipient is responsible for compliance with the domestic preferences for procurement in 2 CFR 200.322. In accordance with 2 CFR 200.322, the Award Recipient and their contractor(s) should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

15. The Recipient is responsible for compliance with the procurement of recovered materials in 2 CFR 200.323. In accordance with 2 CFR 200.322, the Recipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products

16. Recipients are required to comply with the below terms:
    a) Provisions applicable to a Recipient that is a private entity.
        i. You as the Recipient, your employees, subrecipients under this subaward, and subrecipients' employees may not—(1) Engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; (2) Procure a commercial sex act during the period of time that the subaward is in effect; or (3) Use forced labor in the performance of the award or subawards under the subaward.
        ii. The NFF as the subawarding entity may unilaterally terminate this subaward, 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 subaward term; or (2) Has an employee who is determined by the agency official authorized to terminate the subaward to have violated a prohibition in paragraph a.1 of this subaward term through conduct that is either— (i) Associated with performance under this subaward; 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),'' as implemented by the U.S. Forest Service at 7 CFR 3017.

    b) Provision applicable to an Award Recipient other than a private entity. The NFF as the subawarding entity may unilaterally terminate this subaward, without penalty, if a subrecipient that is a private entity—
        i. Is determined to have violated an applicable prohibition in paragraph a.1 of this subaward term; or
        ii. Has an employee who is determined by the agency official authorized to terminate the subaward to have violated an applicable prohibition in paragraph a.1 of this subaward term through conduct that is either— (1) Associated with performance under this subaward; 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),'' as implemented by the U.S. Forest Service at 7 CFR 3017.

    c) Provisions applicable to any recipient.
        i. You must inform the NFF immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this subaward term.
        ii. 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 subaward.
        iii. You must include the requirements of paragraph a.1 of this subaward term in any subaward you make to a private entity.

    d) Definitions. For purposes of this subaward term:
        i. ''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 subaward; or (2) Another person engaged in the performance of the project or program under this subaward 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.
        ii. ''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.

iii. ‘‘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.

iv. ‘‘Severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ and ‘‘coercion’’ have the meanings given at 2 CFR 175.300

17. Recipients are required to comply with the below terms related to maintaining a drug-free workplace.

a) The Recipient agrees 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: (i) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace; (ii) Specify the actions the Cooperator will take against employees for violating that prohibition; and (iii) Let each employee know that, as a condition of employment under any instrument, he or she (1) Must abide by the terms of the statement, and (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b) The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about: (i) The dangers of drug abuse in the workplace; (ii) Your policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation and employee assistance programs; and (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c) Without the NFF’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 beginning of the performance period.

d) The Recipient agrees to immediately notify the NFF 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 agreement number of each instrument on which the employee worked. The notification must be sent to the NFF within ten calendar days after the Cooperator learns of the conviction.

e) Within 30 calendar days of learning about an employee’s conviction, the Recipient must either: (i) 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 (ii) 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.

18. Where applicable, the following apply to any contracts made under this subaward:

i) Remedies: All contracts more than the simplified acquisition threshold (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii) Termination: All contracts in excess of $10,000 must address termination for cause and for convenience by the Recipient, including the manner by which it will be effected and the basis for settlement.

iii) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

iv) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation (The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works), all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. NFF must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. NFF must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. NFF must report all suspected or reported violations to the Federal awarding agency.

v) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): All contracts awarded by Recipient in excess of $100,000 and that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi) Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and NFF in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). NFF is an equal opportunity provider and employer.

Appendix A: Notification of Special Conditions

As a component of the risk assessment process required under 2 CFR Part 200, the National Forest Foundation has completed an evaluation of the Recipient and determined that special conditions are necessary for this subaward, consistent with §200.207. The NFF uses a risk-based approach to evaluate the factors influencing the potential risk of an applicant.

A) In its risk assessment for this project, the NFF found that the following factor(s) necessitated special conditions:

Review of risk posed by applicant:

- ✓ Financial stability.
- ❑ Quality of management systems and ability to meet the management standards prescribed.
- ✓ Other factors: Dollar amount of award and number of subcontracts.

History of performance managing NFF subawards:

- ❑ Timeliness of compliance with applicable reporting requirements.
- ❑ Conformance to the terms and conditions of previous NFF subawards.
- ❑ The extent to which the Recipient will expend any previously awarded amounts prior to future subawards.
- ❑ Reports and findings from audits performed under 2 CFR 200 Subpart F and findings of any other available audits.
- ❑ The applicant's ability to effectively implement statutory, regulatory, or other imposed requirements.
- ❑ Recipient has a history of failure to comply with the general or specific terms and conditions of a NFF subaward.
- ❑ Recipient fails to meet expected performance goals in previous subawards.
- ❑ Recipient appears to be not otherwise responsible.
- ❑ Other factors. (See attached)

B) Special subaward conditions imposed include:

- ✓ Requiring subaward payments as reimbursements rather than advance payments.
- ❑ Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period.
- ❑ Requiring additional, more detailed documentation of project expenditures.
- ❑ Requiring additional project monitoring.
- ❑ Requiring the entity to obtain technical or management assistance.
- ❑ Establishing additional prior approvals.
- ❑ Other conditions. (See attached)

C) Requirements to remove special subaward conditions:

- ✓ Demonstration of financial stability to satisfactorily complete the project.
- ❑ Demonstration of management system quality and ability to meet management standards.
- ❑ Demonstrated performance managing NFF subawards.
- ❑ Subsequent audits that alleviate concerns about reports and findings.
- ❑ Demonstrated ability to comply fully with terms and conditions of a NFF subaward.
- ❑ Demonstrated ability to meet expected performance goals.
- ❑ Demonstration of responsibility.
- ❑ Other requirements. (See attached)

For the National Forest Foundation:

Angela Norcross, Director of Grant and Contract Administration
Authorized Signer Name Title

Signed by:
Angela R. Norcross
5032D53B5D2B4D0...
6/9/2026
Signature Date

To request removal or reconsideration of the special subaward conditions, please email a request to grants@nationalforests.org no later than 60 days prior to the close of the grant subaward period. The request for removal or reconsideration should identify the issues of concern and specifically detail the remediation or resolution of each. The NFF will evaluate the request in a timely manner and promptly remove any or all special subaward conditions once the circumstances that prompted the condition have been sufficiently resolved.