



FS Agreement No. 20-PA-11052009-074

Cooperator Agreement No. \_\_\_\_\_

**MASTER  
PARTICIPATING AGREEMENT  
Between The  
POST WILDFIRE OFF-HIGHWAY VEHICLE RECOVERY ALLIANCE  
And The  
USDA, FOREST SERVICE  
PACIFIC SOUTHWEST REGION**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between The POST WILDFIRE OFF-HIGHWAY VEHICLE (OHV) RECOVERY ALLIANCE, hereinafter referred to as "PWORA," and the USDA, Forest Service, Pacific Southwest Region hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434) authorizes the cooperative agreements to benefit resources within watersheds on federal lands.

Background:

The PWORA is a national 501 (c) (3) non-profit organization founded to protect, recover, and restore sustainable multiple-use trails, recreation facilities and public lands from wildfires and other natural disasters.

The Wyden Amendment authorizes the U.S. Forest Service to enter into a cooperative agreement with PWORA for the protection, restoration, and enhancement of fish/wildlife habitat and other resources on non-National Forest Service lands; and for the reduction of risk from natural disaster where public safety is threatened. PWORA projects on non-Federal lands will provide a benefit to natural or cultural resources on national forests lands within the watershed.

Title: Pacific Southwest Region- Post Wildfire OHV Recovery Alliance

**I. PURPOSE**

The purpose of this agreement is to document the cooperation between the parties to recruit, train, mobilize and manage a volunteer workforce of specialists, consultants, sub-contractors, individual and/or group volunteers, and youth conservation groups/corps and deploy those resources to mitigate post-wildfire disaster impacts effecting recreation areas and opportunities, particularly Off-Highway Vehicle and trail related recreation.

This Master Agreement serves as a guidance document between the parties to outline general requirements and Supplemental Project Agreements (SPA's) will be the instrument



used to outline specific project requirements, field location requirements, and to obligate funds if needed. Work that would be accomplished under this agreement as outlined in future SPA's includes, but is not limited to: Trail maintenance and repair, conservation education, youth engagement, training, OHV trail/facility planning, watershed protection, reforestation activities, maintenance of developed recreation facilities, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance for trail related activities, heritage and cultural site protection, sign replacement and installation, and acquiring/managing grant funds.

This agreement will result in increasing agency capacity to maintain trail systems and associated facilities to standard. Natural and cultural resources would be additionally protected by restoration and protection activities. Increased capacity will occur through engaging and training volunteers, grant writing, and collaboration. Communities and organizations would be engaged to create structured opportunities to volunteer on National Forest System Lands. Emphasis will be given to the prioritization of safety, training and certification of volunteer participants through this agreement.

**Trail/Trail Facilities:** This work includes maintenance to U.S. Forest Service standards, sign replacement and installation, trail reroutes, minor redevelopment, planning, and adopt-a-trail opportunities for select trails.

**Ecosystem Restoration/Protection:** This work includes restoration and protection activities for natural and cultural/heritage resources. Watershed protection activities could include culvert replacement, revegetation, fuel reduction/vegetation management, barriers, and best management practices.

**Administration:**

This work includes grant writing, grant funds management, specialist reports, TRACS, Soil Condition Surveys or Green\_Yellow\_Red (GYR) trail surveys, project accomplishment reporting, meeting coordination, scheduling, annual work plans and other related tasks.

**Monitoring:**

Including Soil condition surveys, GYR and other monitoring, storm monitoring, route inventory, and route assessment.

**Planning:**

Planning includes; NEPA and CEQA draft environmental documents and specialists reports, trail alignments, culvert/bridge draft designs, facility repairs/improvements, vegetation management, resource protection and fire recovery.

**Training, Education, and Safety:**

This agreement will provide opportunities for training and certification with emphasis on safety. Opportunities for conservation education, like Rideer Responsibility, Right Rider, TREAD LIGHTLY!, Leave No Trace, Pack-it-in/Pack-it-out. Certifications include OHV's



All Terrain Vehicle (ATV), Side x Side, and Motorcycle), Sawyer certification, and mechanized heavy equipment certification.

in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

## II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

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

PWORA will support the mission and goals of the U.S. Forest Service by coordinating, organizing and training community, volunteer, and Youth group/corps resources to help the agency protect, recover, and restore sustainable multiple-use recreation facilities from the devastating effects of intense wildfires and other natural disasters. Those post-fire recovery activities could include, but are not limited to, dozer line repair/restoration, use of fire resilient techniques and strategies, trail reconstruction, reconstruction of water quality control structures, BAER assessments, culvert cleaning/replacement, sign replacements, cultural resource protection, protection of private property on matrix lands, etc.

The Wyden Amendment authorizes the U.S. Forest Service to enter into a cooperative agreement with PWORA for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on non-National Forest Service lands and for the reduction of risk from natural disaster where public safety is threatened. PWORA projects on non-Federal lands will provide a benefit to natural or cultural resources on national forests lands within the watershed.

The U.S. Forest Service, PWORA and the recreating public benefit from the protection and restoration of natural and cultural resources and the timely reopening of federal recreation areas and facilities that may be damaged by wildfire or other natural disasters.

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

## III. PWORA SHALL:

- A. LEGAL AUTHORITY. PWORA shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.



- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. PWORA may be granted access to U.S. 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 U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.
- D. USE OF TRAIL TOOLS AND CHAINSAWS. Trail work requires the use of hand tools and chainsaws. Anyone using a chainsaw is required to have a current Forest Service chainsaw certification as well as current First Aid and CPR cards. Inventory and track all FS owned tools prior to and after use. Red tag any tools that are not in good working condition for non-use and repair. Proper Personal Protective Equipment (PPE) as stated in the Job Hazard Analysis (JHA) must be used while performing trail work.
- E. USE OF TRAIL CONSTRUCTION/MAINTENANCE EQUIPMENT. Volunteer trail work that requires the use of ATVs, UTVs, trail dozers, mini-excavators, mulchers/masticators, mini-trail dump transports, and/or the use of Forest Service trucks and trailers to haul equipment to and from the field, all require operators of the specific piece of equipment to be trained and certified by the local Line Officer. Proper Personal Protective Equipment (PPE) as stated in the Job Hazard Analysis (JHA) must be used while performing trail work with the above equipment. Red tag any equipment that are not in good working condition for non-use and repair. All equipment use on National Forest System (NFS) lands and trails must be approved in writing.
- F. TRAIL PROJECT IDENTIFICATION. Cooperate with the U.S. Forest Service in the identification and implementation of trail, restoration, facility, and vegetation management projects to further the goals of this agreement. Projects will be documented in SPAs, which will be executed within the timeframe of this agreement's validation.
- G. TRAIL SYSTEM MONITORING. Assist the Forest Service in monitoring the trail system and reporting issues that need to be address including rainfall amounts by trail locations, soil condition surveys (GYR surveys), resource damage, garbage dumping, and illegal off trail use. Actively support the Tread Lightly and Leave No Trace programs. Proactively promote a culture of respect for the resources and look for opportunities to engage and educate the public and trail users on proper land stewardship.
- H. ANNUAL TRAIL MAINTENANCE PLAN. Assist the Forest Service develop an annual trail maintenance plan for the work that will be completed under this agreement. Work will be identified by conducting periodic trail



- inventories/assessments (including soil condition surveys or GYR surveys) to develop a program of work (POW). The goal is to increase the miles of trails meeting standards as defined by the National Trail Quality Standards and the Trail Management Objectives for each trail. Reference Exhibit A for trail standards.
- I. FOREST SERVICE LIAISON. Designate a liaison to work with the Forest Service in Furtherance of this agreement.
  - J. TRAILS FOR ADOPT-A-TRAIL PROGRAM. Request by trail number and name which trails are desired to be part of the Adopt-a-trail program. Specific trails and activities would be identified in SPAs for Adopt-a-trail. Adopt-a-trail means that specific maintenance tasks on specific trails may be pre-approved by the unit for PWORA to perform. Develop trail maintenance plans prior to adopt-a-trail work to provide to the forest. Adopt-a-trail does not provide authority to fund raise and market or solicit private donations.
  - K. TRAINING. Provide training for land stewardship, land ethics, and land use to youth groups other non-profits, and volunteers. Provide training for trail maintenance, trail best management practices, restoration activities, vegetation management, grant writing, soil monitoring and other relevant activities that contribute to the completion of effective volunteer workdays. Provide training for certification of sawyers, mechanized heavy equipment (with specific written agency approval), OHV use (motorcycle, ATV, UTV, Recreational Off-Highway Vehicles (ROV) (side x side)).
  - L. SAFETY. Adherence to Risk Assessments and JHAs including all references to all PPE, equipment uses, vehicle use, tool use, exposure factors, check-in/check-out procedures, and other related activities. Develop safety education and implement into all work projects, conduct safety tailgate meetings prior to any work and specific to that work. Tailgate meetings cover evacuation plans, emergency response, and accident reporting. If work is not being conducted safely, stop work immediately.
  - M. ADMINISTRATION. This work includes grant writing, planning, specialist reports, tracking and reporting volunteer hours in agency database Volunteer Service Reports (VSReports) coordination with other agencies, public outreach, project accomplishment reporting, equipment costs and budget tracking (for PWORA grant funded projects), joint volunteer work events, and other administrative activities.
  - N. PLANNING: Planning includes; NEPA and CEQA draft environmental documents and specialists reports, trail alignments, culvert/bridge draft designs, facility repairs/improvements, vegetation management, resource protection and fire recovery. Any planning designs or documents, NEPA and CEQA documents developed by PWORA, contractors, or PWORA partners must be reviewed by U.S. Forest Service personnel and approved and signed by a U.S. Forest Service line officer. All final planning documents as outlined in this item will be maintained by the USFS and housed in USFS corporate systems.



#### IV. THE U.S. FOREST SERVICE SHALL:

- A. OVERSIGHT. Provide general oversight of the terms of this Agreement. Pre-event and post-event coordination for events, adopt-a-trail, and projects. Provide any requirements, follow-up, or reviews as appropriate.
- B. U.S. Forest Service LIAISON. Provide a designated representative for the Agreement and staff liaisons to ensure success in achieving U.S. Forest Service's goals. Facilitate required line-officer approvals.
- C. ADMINISTRATION. Provide U.S. Forest Service administrative support that directly relates to program management. Administrative support includes grant review, project development, annual work plan development, event planning, public outreach, budget tracking and coordination of resources. Evaluate project performance and accomplishments and provide feedback to improve the quality of the program.
- D. CAMPING. Allow volunteers the opportunity to tent or Recreational Vehicle (RV) camp or otherwise use U.S. Forest Service facilities such as Workstations or other properties, if space is available and agreed to in advance.
- E. COORDINATION. Actively participate in the development of program strategies and goals, provide support through program liaisons, and resources to achieve shared objectives.
- F. STANDARDS AND GUIDELINES. Provide guidance on trail standards and construction protocols to be followed on the trails to be worked on by PWORA. This includes FSH 2309.18 Trail Management Handbook, Rolling dips for drainage of OHV trails, Trail Management Objectives, Facility Plans, Sign and Poster Guidelines, Standard Specifications for the Construction and Maintenance of Trails, Trail Maintenance Notebook, Soil Condition Survey/GYR Protocols, trail logs, etc.
- G. ANNUAL MAINTENANCE PLAN. Assist PWORA with prioritizing and coordinating recovery, maintenance, and development activities. Meet with PWORA annual to finalize the annual maintenance plan. Schedule and coordinate at least one meeting each year prior to the start of work for the purpose of identifying the work needed, updating operational plans, and discussing current issues and concerns.
- H. PROJECT COORDINATION. Provide timely technical advice, trail standards, guidance, reviews and inspections as necessary for the proper completion of the work project. Develop out-year plans for more complex projects including annual tasks, meeting schedules, and multi-year deliverables.



- I. TOOLS AND EQUIPMENT. Furnish special tools; equipment; safety information and protective devices; and technical advice as may be required for project, if available.
- J. SIGNS. Provide necessary trail signs, posters, and other materials, unless other agreements are made in advance. If PWORA is developing or purchasing signs; provide reviews of sign plans and references.
- K. EDUCATION. Provide guidance and coordination in developing U.S. Forest Service educational programs, related to multiple use recreation and post fire recovery. Engage with other partners such as Tread Lightly! to expand efforts and provide consistent messaging.
- L. TECHNICAL SUPPORT. Share with the PWORA technical expertise with respect to federal public land management.
- M. PLANNING. Coordinate with unit staffs to integrate recreation projects into priority landscape planning projects. Develop Inter-disciplinary Teams for projects requiring NEPA and coordinate with line-officers to determine priority and assign staff for work-force planning. Schedule review of specialist reports and NEPA documents. Schedule line officer review and prepare decisions. Within the budget and resources capabilities of local U.S. Forest Service staff, participate in projects that restore and recover recreation opportunities on NFS lands. Any planning designs or documents, NEPA and CEQA documents developed by PWORA, contractors, or PWORA partners must be reviewed by U.S. Forest Service personnel and approved and signed by a U.S. Forest Service line officer. All final planning documents as outlined in this item will be maintained by the USFS and housed in USFS corporate systems.
- N. SPECIAL USES. Work with the PWORA and local U.S. Forest Service staff to identify opportunities and areas for recovery in accordance with special use permit requirements and other applicable legal requirements.
- O. SAFETY. Provide information on completing job hazard analysis/risk assessment analysis and conducting safety training for the PWORA projects and activities conducted on NFS lands. Ensure protocols are followed for tailgate safety meetings, PPE, accident reporting, and after-action reviews. Provide radios, radio training and dispatch contact information.
- P. PAYMENT/REIMBURSEMENT. When a SPA is awarded against the Master the U.S. Forest Service shall reimburse PWORA for the U.S. Forest Service's share of actual expenses incurred as outlined in the agency contribution in the financial plan. The U.S. Forest Service shall make payment upon receipt of a PWORA invoice. Each invoice from PWORA must display the total project costs for the billing period, separated by U.S. Forest Service and PWORA share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice



must display PWORA’s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. PWORA name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).

5. Total invoice amount for the billing period, separated by Forest Service and PWORA share with in-kind contributions displayed as a separate line item.

6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.

7. Cumulative amount of Forest Service payments to date.

8. Statement that the invoice is a request for payment by “reimbursement.”

9. If using SF-270, a signature is required.

10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: SM.FS.ASC\_GA@usda.gov

FAX: 877-687-4894

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

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

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

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
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<p>Name: Don Amador President, PWORA 555 Honey Lane Oakley, CA 94561 Telephone: 925.783.1834 Email: <a href="mailto:Damador@pwwora.org">Damador@pwwora.org</a></p>	<p>Name: Del Albright 8024 Main Street Mokelumne Hill, CA, 95245 Telephone: 209.304.7693 Email: <a href="mailto:dalbright@pwwora.org">dalbright@pwwora.org</a></p>
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**Principal U.S. Forest Service Contacts:**

<p><b>U.S. Forest Service Trail Program Manager Contact</b></p> <p>Name: Garrett Villanueva Regional Trail and Travel Management Program Leader 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530 543 2762 Email: <a href="mailto:garrett.villanueva@usda.gov">garrett.villanueva@usda.gov</a></p>	<p><b>U.S. Forest Service Administrative G&amp;A Contact</b></p> <p>Name: Paulette Anderson-Peacock Address: RO-R5 Virtual Grants Management Specialist City, State, Zip: Atlanta, GA 30309 Telephone: 404-989-5620 Email: <a href="mailto:paulette.anderson-peacock@usda.gov">paulette.anderson-peacock@usda.gov</a></p>
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<p><b>U.S. Forest Service Volunteer Program Manager Contact</b></p> <p>Name: Kathleen E. Mick Regional Volunteer &amp; Service Program Leader 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8859 Email: <a href="mailto:kathy.mick@usda.gov">kathy.mick@usda.gov</a></p>	<p><b>U.S. Forest Service Administrative Contact</b></p> <p>Name: Abraham "Jeremy" Camara Program Specialist 1323 Club Drive Vallejo, CA 94592 Telephone: 707 562 8760 Email: <a href="mailto:Abraham.camara@usda.gov">Abraham.camara@usda.gov</a></p>
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- B. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA).** Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement.



Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.

- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the PWORA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If PWORA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the PWORA has expended in violation of sections 433 and 434.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the PWORA are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To the PWORA, at the address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the PWORA from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any PWORA contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the PWORA's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the PWORA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed



publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request must be submitted by Pacific Southwest Region to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The PWORA will notify when permission is granted.

- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. PWORA agree(s) that any of PWORA 's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as PWORA has hereby willingly agree(s) to assume these responsibilities.

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

- J. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

- K. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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



fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- L. ELIGIBLE WORKERS. PWORA 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). PWORA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- M. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

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

**2. Accounting Records**

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

**3. Internal Control**

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

**4. Source Documentation**

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

**5. Advance Payments**

When applicable, PWORA shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by PWORA must be expended within 30 days of receipt.



#### N. INDIRECT COST RATES- PARTNERSHIP

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

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

#### O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. PWORA shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the PWORA did not anticipate at the time of the award must be used to reduce the Federal agency and the PWORA's contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, the PWORA shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.



4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement, and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, the PWORA 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 agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. OVERPAYMENT. Any funds paid to PWORA in excess of the amount entitled under the terms and conditions of this agreement or any SPAs constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the PWORA to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned.

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

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

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

Q. AGREEMENT CLOSE-OUT.

Within 90 days after expiration or notice of termination the parties shall close out the agreement.

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

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the PWORA.



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

- R. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

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

PWORA shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the PWORA's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

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

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

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

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



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

- U. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. PWORA is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:
- "Public Affairs Office or Public Services of the U.S. Forest Service, U.S. Department of Agriculture"
- PWORA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. PWORA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.
- W. PURCHASE OF EQUIPMENT. When SPA is awarded the U.S. Forest Service funds may be used by PWORA to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the PWORA on completion of the project, if appropriate.
- X. FUNDING: Federal funding under this agreements SPA's may be available for reimbursement of the PWORA's purchase of equipment and/or supplies directly related to project work and as specifically indicated in the SPA's financial plan. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- Y. PROPERTY IMPROVEMENTS. Improvements placed by the PWORA on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National





Forest improvements of similar nature. No part of this agreement entitles the PWORA to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

- Z. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the PWORA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). PWORA shall maintain cost and price analysis documentation for potential U.S. Forest Service review. PWORA is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- AA. GOVERNMENT-FURNISHED PROPERTY. PWORA may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. PWORA shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, the PWORA shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or the PWORA is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the PWORA's managerial personnel. PWORA's managerial personnel, in this clause, means the PWORA's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the PWORA's business; all or substantially all of the PWORA's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. PWORA shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. PWORA shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. PWORA shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants & Agreements Specialist, the PWORA shall, at the Government's expense, furnish to the Government all reasonable assistance



and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

- BB. 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.
- CC. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. PWORA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- DD. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.
- Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U. S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- EE. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. PWORA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD



(800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

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

***"This institution is an equal opportunity provider."***

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

1. Temporarily withhold cash payments pending correction of the deficiency by the the PWORA or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the PWORA's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

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

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

Upon termination of an agreement, the PWORA shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the PWORA for the U.S. Forest Service share that cannot be cancelled and



were properly incurred by the PWORA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- HH. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- II. DEBARMENT AND SUSPENSION. PWORA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the PWORA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- JJ. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, the PWORA shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- KK. COPYRIGHTING. PWORA is/are 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. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.
- No original text or graphics produced and submitted by the U.S. Forest Service shall 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 the PWORA under this agreement.
  - Any right of copyright to which the PWORA purchase(s) ownership with any federal contributions.
- LL. PUBLICATION SALE. PWORA may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing,



and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

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

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

NN. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations/SPAs for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the



effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.

- OO. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- PP. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through June 30, 2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- QQ. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.
- RR. ACCOMPLISHMENT REPORTING REQUIREMENT:  
**PWORA shall:**
- 1) Report volunteers and service accomplishments for the U.S. Forest Service, Pacific Southwest Region. Volunteer and participant service outcomes are reported annually to Congressional appropriators in the Budget proposal or performance accountability report. The official repository for U. S. Forest Service volunteer, community and national service participant engagement, partnerships, outcomes and accomplishments across all Deputy Areas is VSReports (Volunteers & Service Accomplishments Reporting Database). Minimum reporting requirements include project information; partner data, if any; functional or work areas and hours served; participant demographics including age, ethnicity and race, veteran status, and disabilities, if any; and, Forest Service and partner costs related to the project. Refer to **Attachment A** for the VSReports FS-1800-16 Report excel spreadsheet: Due October 1 of every year.
- Forest Service Shall:**
- 2) Facilitate, receive, and input the reporting accomplishments of PWORA volunteer and participant service outcomes in VSReports Database. Information about reporting accomplishments is available at <https://usdagecc.sharepoint.com/sites/fs-nfs-vs/SitePages/VSReports.aspx>. Due October 1 of every year.

Programs for which accomplishments should be reported are:



- International Volunteers (FSM 1830)
- Job Corps (FSM 1850)
- Partnerships & Organization Agreements (FSM 1810 & 1820)
- Volunteers (Individual and Group FSM 1830)
- Youth Conservation Corps (FSM 1840)

*Don Amador*

DON AMADOR, President  
Post Wildfire OHV Recovery Alliance

*8/12/2020*  
Date

**RANDY MOORE**

Digitally signed by RANDY  
MOORE  
Date: 2020.08.17 14:54:43 -07'00'

RANDY MOORE, Regional Forester  
U.S. Forest Service, Pacific Southwest Region

Date

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

**PAULETTE  
ANDERSON-PEACOCK**

Digitally signed by PAULETTE  
ANDERSON-PEACOCK  
Date: 2020.08.07 18:25:23 -04'00'

PAULETTE ANDERSON-PEACOCK  
U.S. Forest Service Grants Management Specialist

Date



## Burden Statement

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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



## ATTACHMENT A



## TRAIL National Quality Standards

10/16/2008

In accordance with FSM 2353.15, apply the National Quality Standards for Trails in planning, constructing, and managing National Forest System trails and related trail projects.

The National Quality Standards for Trails establish desired outcomes for National Forest System trails managed at a full-service level. These standards also form the baseline for estimating the cost of managing National Forest System trails. The National Quality Standards for Trails consist of five key measures: health and cleanliness, safety and security, condition of facilities, responsiveness, and resource setting.

The complete set of National Quality Standards for Trails is contained in FSM 2353.15, exhibit 01.

Critical National Quality Standards are identified with an asterisk. If any of these standards is not met, the resulting conditions pose a high probability of immediate and permanent injury to persons or property. If any of the critical standards cannot be met due to budget or other constraints, take action as soon as practicable to correct or mitigate the problem. Corrective or mitigating measures may include closing the trail, portions of the trail, or associated trail structures to public use. Take mitigating steps if conditions, facilities, or services addressed by noncritical standards decline to the point where visitor's health or safety is threatened. Examples include repairing the trail, portions of the trail, or associated trail structure or removing trail structures that are in disrepair and no longer needed.

The National Quality Standards for Trails apply to National Forest System trails and associated trail structures. The National Quality Standards for Trails do not apply to trailheads. Trailheads, which are constructed with the primary purpose of providing visitor amenities, are typically considered developed sites. Trailheads constructed with the primary purpose of resource protection are typically considered concentrated use areas within General Forest Areas.

# ATTACHMENT A



## TRAIL National Quality Standards

10/16/2008

### **Key Measure: HEALTH AND CLEANLINESS**

1. Visitors are not exposed to human waste along trails.
2. The trail and trailside are free of litter.
3. The trail and trailside are free of graffiti.

### **Key Measure: RESOURCE SETTING**

1. \*Effects from trail use do not conflict with environmental laws (such as the Endangered Species Act, National Historic Preservation Act, and Clean Water Act).<sup>1</sup>
2. Resource management adjacent to and along the trail corridor is consistent with ROS objectives and desired conditions of adjacent management areas.
3. Trail opportunities, trail development, and trail management are consistent with the Recreation Management System (Recreation Opportunity Spectrum, Scenery Management System, and Benefits Based Management) objectives and the applicable land management plan.
4. The trail, use of the trail, and trail maintenance methods do not cause unacceptable damage to other resources.
5. Trail use does not exceed established trail capacity.

### **Key Measure: SAFETY & SECURITY**

1. \*Hazards do not exist on or along the trail.<sup>1</sup>
2. Laws, regulations, and special orders are enforced.

### **Key Measure: RESPONSIVENESS**

1. \*When signed as accessible, trails meet current agency policy and accessibility guidelines.<sup>1</sup>
2. Information is posted in a clear and professional manner.
3. Visitors are provided opportunities to communicate their expectations and satisfaction with National Forest System trails.

### **Key Measure: CONDITION OF FACILITIES**

1. Annual/Routine Maintenance. The trail and its structures are serviceable and in good repair throughout their designed service life.
2. Deferred Maintenance. Trails that are in disrepair due to lack of scheduled maintenance; are in violation of applicable safety codes or other regulatory requirements, such as applicable accessibility guidelines; or are beyond their designed service life are repaired, rehabilitated, replaced, or decommissioned, as appropriate.
3. Capital Improvement. New, altered, or expanded trails meet Forest Service design standards and are consistent with standards and guidelines in the applicable land management plan.

<sup>1</sup> Indicates a Critical National Quality Standard. If it cannot be met, action must be taken as soon as practicable to correct or mitigate the problem. Refer to FSH 2309.18, section 15.