

FS Agreement No. 21-PA-11050300-004

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
EL DORADO COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ELDORADO NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between El Dorado County, hereinafter referred to as “EDC,” and the United States Department of Agriculture (USDA), Forest Service, Eldorado National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposit Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 - a3, as amended.

Background: In the early summer of 2020, two accessible toilet buildings were constructed and installed at Buck Island, adjacent to the Rubicon River and Rubicon 4x4 Trail. Due to the project being located on National Forest System Lands, the Eldorado National Forest (ENF) is responsible for all land management actions and, therefore, will be responsible for providing for the protection of water resources from recreation-related impacts; thus, the maintenance for these new facilities. The need for two additional toilets buildings in the specified location was determined through discussions between the ENF and EDC, who share a mutual interest in the protection of watershed resources by managing recreation-related impacts through sanitation management. However, the U.S. Forest Service does not have the capability to perform this work due to its remote location and lack of adequate resources to provide routine cleaning and toilet pumping.

The project area is located near the dam at Buck Island where water is released into the Rubicon River, adjacent to the Rubicon 4x4 Trail. The identified location is near a heavily impacted existing dispersed camping area and the construction of two toilet buildings would protect water resources by alleviating sanitation impacts on nearby tributaries linked to the Rubicon River. If additional sanitation facilities are not provided through the installation of two toilet buildings at Buck Island, conditions that degrade water quality and stream habitats would continue to exist.

EDC has intimate knowledge of the Rubicon 4x4 Trail and the surrounding area and currently provides for the protection of watershed resources by offering and maintaining sanitation facilities adjacent to the trail. Currently, EDC possess an easement for the Rubicon 4x4 Trail which grants responsibility for the operation and maintenance of the trail, including the area of identified locations for toilet construction. EDC currently maintains 10 existing toilet buildings along the trail and have the capability to perform the necessary maintenance on the newly



constructed facilities. EDC just acquired a vehicle that can access the remote area and capable of pumping the toilet buildings at Buck Island.

Title: Buck Island Toilet Maintenance Project

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to outline the intentions under which El Dorado County (EDC) will participate in activities necessary for the protection of watershed resources by providing long-term routine maintenance of the toilet facilities at Buck Island, in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This project is mutually beneficial to the U.S. Forest Service and EDC. The U.S. Forest Service, Eldorado National Forest (ENF) maintains an objective to protect water resources and provide sustainable recreation management on the National Forest lands. The Cooperator shares this belief. El Dorado County (EDC) is a governmental agency dedicated to the future health of the Rubicon Trail and its associated natural resources. Specifically, restoration and continued protection of the Rubicon River and its tributaries is of mutual benefit to both EDC and the U.S. Forest Service. The project achieves Forest Service objectives by addressing watershed protection and restoration and recreation improvement needs in on the Rubicon 4x4 Trail at Buck Island. Both parties agree that the need for the construction and maintenance of two toilet buildings at Buck Island is necessary to protect and eliminate degradation to water quality by ensuring human waste is properly managed. Once constructed, this project will involve routine maintenance of the two toilet buildings at Buck Island, along the Rubicon 4x4 Trail. EDC will assist the Forest Service with the following implementation activities: pumping human waste, cleaning and restocking toilet paper.

The implementation of this project will restore, protect, and enhance resources in the watershed by protecting water quality and improving sustainable recreation opportunities on public lands. U.S. Forest Service Funds will focus on watershed protection components, not recreation components. The project results in tangible and demonstrable benefits to resources on public lands by implementing restoration actions to improve water quality and stream habitat conditions while continuing to provide for high quality recreation experiences on the Rubicon 4x4 Trail. Again, U.S. Forest Service funding will focus on water quality and habitat restoration and protection. The expenditure is in the public interest because the protection and restoration of water resources results in improved quality of drinking water and sanitation conditions that will enhance recreation experiences.



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

III. EDC SHALL:

- A. LEGAL AUTHORITY. EDC 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 non-Federal share of project costs, when applicable.
- B. Provide long-term facility janitorial maintenance services on the two Buck Island toilet facilities as described in Section II above. Match is provided as non-compensated maintenance of the ten other toilets along the Rubicon Trail.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse EDC for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$9,200, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of EDC's annual invoice. Each invoice from EDC shall display the total project costs for the billing period, separated by U.S. Forest Service and EDC's 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 EDC'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. EDC's name, address, and telephone number
2. U.S. 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 the U.S. Forest Service and EDC 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 U.S. 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 must 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 87109Send a copy to: Karl Goodwin, karl.goodwin@usda.gov

- B. Work collaboratively with the EDC in efforts to sustain and improve recreational facilities on the Rubicon 4x4 Trail by implementing the maintenance of Buck Island toilets. U.S. Forest Service will cover EDC costs on **two** of the twelve toilets. The balance of the maintenance is shown as cooperator contribution.
- C. Act as a fiscal agent to seek and procure funding as needed for recreation facility implementation and maintenance projects.
- D. Arrange annual meetings between parties for the purpose of collaboration and planning for long-term maintenance projects.

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:

Cooperator Project Contact	Cooperator Financial Contact
Vickie Sanders Parks Manager 200 Armory Drive Placerville, CA 95667 Telephone: 530.621.7538 FAX: 530.642.0301 Email: vickie.sanders@edcgov	SAME

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Karl Goodwin Assistant Recreation Officer Address: 7887 Hwy 50 City, State, Zip: Pollock Pines, CA 95682 Telephone: (530) 647-5421 FAX: (530) 647-5405 Email: karl.goodwin@usda.gov	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 Email: genevieve.villemaire@usda.gov

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or EDC 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 EDC, 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.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or EDC from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of EDC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of EDC's products or activities.
- E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for EDC 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 will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the EDC when permission is granted.
- F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT.** EDC agree(s) that any of EDC'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 EDC hereby willingly agree(s) to assume these responsibilities.

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

G. 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.

H. 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, audiotape, 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. USDA is an equal opportunity provider, employer, and lender.

I. ELIGIBLE WORKERS. EDC 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). EDC shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.



J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT

(SAM). EDC shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

EDC 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

EDC 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

EDC shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. EDC 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 and used solely for authorized purposes.

4. Source Documentation

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

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$9,200 are currently available for performance of this agreement through June 15, 2025. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any



payment may arise for performance under this agreement beyond this amount until EDC receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. 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 EDC 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, 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 U.S. Forest Service may require that request a federally approved rate from EDC's cognizant audit agency no later than 3 months after the effective date of the agreement. EDC 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 U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to EDC in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by EDC 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 EDC.
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.

- O. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination EDC shall close out the agreement.

Any unobligated balance of cash advanced to EDC must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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 EDC.

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.

- P. 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.

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

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. EDC 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. EDC 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 of 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.

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

- S. 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.
- T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of EDC's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the EDC's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). EDC shall maintain cost and price analysis documentation for potential U.S. Forest Service review. EDC is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.



- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. EDC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. EDC 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, 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."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If EDC 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 EDC 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 EDC'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.
- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:



1. When the U.S. Forest Service and EDC 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 EDC 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 Service 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, EDC 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 EDC for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by EDC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- Z. 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.
- AA. DEBARMENT AND SUSPENSION. EDC 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 EDC 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.
- BB. 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.

CC. 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.

DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through June 15, 2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

EE. 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.



DON ASHTON, Chief Administrative Officer
El Dorado County

12/29/20

Date

JEFF MARSOLAIS, Forest Service
U.S. Forest Service, Eldorado Forest Supervisor

Date

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

GENEVIEVE VILLEMAIRE Digitally signed by GENEVIEVE VILLEMAIRE
Date: 2020.12.21 12:35:04 -08'00'

12/21/2020

GENEVIEVE VILLEMAIRE
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

USFS Agreement No.:

21-PA-11050300-004

Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:

- (1) No program income is expected and
 (2) The Cooperator is not giving cash to the FS and
 (3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Note: All columns may not be used. Use depends on source and type of contribution(s).

Financial Plan Matrix:

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$0.00	\$9,000.00	\$45,000.00	\$0.00	\$54,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$200.00	\$400.00	\$0.00	\$600.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$1,380.00	\$0.00	\$1,380.00
Other					\$0.00
Subtotal	\$0.00	\$9,200.00	\$46,780.00	\$0.00	\$55,980.00
Coop Indirect Costs		\$0.00	\$7,017.00		\$7,017.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$9,200.00	\$53,797.00	\$0.00	\$62,997.00
Total Project Value:					\$62,997.00

Matching Costs Determination

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 14.60%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 85.40%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description	# Toilets	Cost/Month	# of weeks	\$ Per Toilet	Total
Toilet Pumping (Peak Season- June 29-Sept. 7)	2	\$250.00	10.00	\$2,500.00	\$5,000.00
Toilet Pumping (Non-Peak Season- Sept. 21-Dec. 31)	2	\$250.00	8.00	\$2,000.00	\$4,000.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Salaries/Labor					\$9,000.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Misc. Maintenance Supplies	2		100	\$200.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials				\$200.00

Subtotal Direct Costs	\$9,200.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	\$9,200.00			\$0.00

Total Coop. Indirect Costs	\$0.00
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Note cooperator contributing indirect as Non Cash Contribution

TOTAL COST	\$9,200.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description	# Toilets	Cost/Month	# of weeks	\$ Per Toilet	Total
Toilet Pumping (Peak Season- June 29-Sept. 7)	10	\$250.00	10.00	\$2,500.00	\$25,000.00
Toilet Pumping (Non-Peak Season- Sept. 21-Dec. 31)	10	\$250.00	8.00	\$2,000.00	\$20,000.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor		\$45,000.00
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Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
Misc. Supplies (\$50/month)	8.00	\$50.00	\$400.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Supplies/Materials		\$400.00
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Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Non-Standard Calculation			
			\$0.00
Total Printing			\$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Cooperator Contributing 15% indirect		0.15	\$9,200.00		\$1,380.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Other					\$1,380.00
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Subtotal Direct Costs					\$46,780.00
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Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
15.00%	\$46,780.00				\$7,017.00
Total Coop. Indirect Costs					\$7,017.00

TOTAL COST					\$53,797.00
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