



FS Agreement No. 23-PA-11051900-009

Cooperator Agreement No. _____

**PARTICIPATING AGREEMENT
Between The
EL DORADO, COUNTY OF
And The
USDA, FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT**

This PARTICIPATING AGREEMENT is hereby entered into by and between the El Dorado County, hereinafter referred to as “The County,” and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-77, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001)

Background:

The North Upper Truckee Stream Environment Zone (SEZ) Restoration Project (Project) will implement improvements including flood control and safe stormwater conveyance away from subdivision residences, stormwater treatment through enhancing existing wetlands resulting in habitat and carbon sequestration, treatment of Fine Sediment Particles (FSP) less than 20 microns as part of the Tahoe Total Maximum Daily Load (TMDL) and public education/outreach. This presents unique opportunities for enhancement and explore USDA Forest Service parcels for water quality treatment and restoration in a highly modified urban landscape. The ancillary benefits include water quality improvement, ecosystem restoration, flood control, and ecosystem preservation. The Project is part of a series of erosion control and stream environment zone restoration projects to be constructed within the Lake Tahoe Basin by the County of El Dorado. The main goal of this Project is to improve the clarity of Lake Tahoe by reducing the detrimental water quality impacts originating from the Mountain View Estates and the northern North Upper Truckee Road residential areas on Lake Tahoe clarity.

Urban development in the Project area has displaced the natural treatment areas and re-routed the drainage ways that once existed in the SEZ. Currently, concentrated storm water flows off the road shoulders and is conveyed through pipes under roads and directed to a system of ditches which are conveyed towards the Angora Creek to the east, a tributary to the Upper Truckee River.

Title: North Upper Truckee Stream Environment Zone Restoration Project

I. PURPOSE:

The main goal of the Project is to restore Lake Tahoe clarity and protect a sensitive SEZ through effective and safe conveyance of urban runoff from the project area and downstream to treatment



facilities. The current condition allows for excessive sediment and nutrient transport to the SEZ through uncontrolled urban runoff conveyance, directly discharging to a perennial stream historically known as “stump alley”. Stump alley is a sensitive riparian area with annual flows that house a unique brook trout population and sensitive stream environment zone that flows to protected California State Parks lands known as the Washoe Meadows State Park. The current configuration requires the use of roadside ditching and excessive road maintenance disturbance, due to the surface elevation of the road being equal to or lower than the surrounding SEZ. This Project intends to responsibly convey water from the existing road along North Upper Truckee Road and down Lake Tahoe Boulevard to Mountain Meadow Drive, which will provide water quality, SEZ restoration, fisheries, general transportation and social benefits to Lake Tahoe and the surrounding community. The proposed project will evaluate the best methods to alleviate the current road impacts to the SEZ through a responsible and collaborative approach, with best interest of the sensitive Stump Alley stream zone in mind.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Urban development in the Project area has displaced the natural treatment areas and re-routed the drainage ways that once existed in the stream environment zone. Currently, concentrated storm water flows off the road shoulders and directed to a system of bare, soil roadside ditches and deliver high concentrations of sediment directly towards the Angora Creek. These flows originating within regions of the Project area reaches Lake Tahoe via the Upper Truckee River, resulting in the transport of fine sediment to Lake Tahoe without infiltration or treatment. The connectivity between Lake Tahoe and the Project area results in a high rate of delivery of fine sediment to Lake Tahoe. The proper conveyance, storage and treatment of storm water will help achieve both the USDA Forest Service and the County’s joint goal of restoring the Upper Truckee River watershed and meeting state, federal, and regional mandates.

County Benefits:

The funding will assist the initial planning stages of the North Upper Truckee Stream Environment Zone Restoration Project.

U.S. Forest Service Benefits:

The Project improvements will help meet the County and USDA Forest Service’s joint goal of restoring the Upper Truckee River watershed and will further assist in achieving many state, federal, and regional objectives. .

Additional considerations:

- The Project achieves USDA Forest Service objectives by addressing water quality and restoration in a highly modified urban landscape, including water quality improvement, ecosystem restoration, flood control, and outdoor public education. The projected watershed improvements will benefit water quality from the largest watershed in the Lake Tahoe Basin, treating stormwater and pollutants originating from the watershed, which is managed primarily by the LTBMU. These improvements are inextricable from one jurisdiction to another; therefore, Lake Tahoe Restoration Act funds is appropriate for this Project development and eventual implementation.



- The implementation of the Project will restore, protect, and enhance resources in the watershed by improving water quality, restoring the ecosystem, reducing soil erosion, and providing outdoor public education opportunities on public lands.
- The expenditure is in the public interest because the Project adds to the overall environmental improvement before storm water and pollutants from the Upper Truckee River watershed flow directly into Lake Tahoe.

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

III. The County SHALL:

- LEGAL AUTHORITY. The County 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.
- Obtain all permits and approvals necessary to perform project planning activities for the purposes of developing and completing the environmental documentation process for the Project.
- Contribute an estimated \$80,000 toward the planning costs for the Project (including other grant sources).
- Complete a project planning level document similar to a Feasibility Report consistent with the Storm Water Quality Committee guidelines for environmental improvement program projects in the Lake Tahoe Basin.
- Adopt, certify, and approve the Project consistent with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as appropriate.

IV. THE U.S. FOREST SERVICE SHALL:

- PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse The County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$400,000, as shown in the Attachment A 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 The County's quarterly invoice. Each invoice from The County shall display the total project costs for the billing period, separated by U.S. Forest Service and The County'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 The County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.



Each invoice must include, at a minimum:

1. The County'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 The County 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 87109

Send a copy to: David Immeker
35 College Drive
South Lake Tahoe, CA 96150

- B. Participate in project as a member of the planning team to provide technical support during NEPA analysis and documentation, and design development.
 - C. Participate in field and office meetings to review and advise on technical and construction issues as needed throughout the term of this agreement.
 - D. Allow access to USFS lands and act as a liaison to necessary USFS departments for project permitting and implementation.
 - E. Participate in Project design and construction technical advisory committee meetings and provide input and expertise at each plan iteration.
- 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
Donaldo Palaroan 924 B Emerald Bay Rd, South Lake Tahoe, CA 96150 Telephone: (530) 573-7920 FAX: (530) 541-7-49 donaldo.palaroan@edcgov.us	Chase Hilbert 2850 Fairlane Court, Placerville, CA 95667 Telephone: 530-621-5907 FAX: 530-295-1632 chase.hilbert@edcgov.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants & Agreements Contact
David Immecker 35 College Dr, South Lake Tahoe, CA 96150 Telephone: 530-54302711 david.immecker@usda.gov	Christine VanderMolen 1323 Club Drive, Vallejo, CA 94592-1110 christine.vandermolen@usda.gov

- B. 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 434 as 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 County 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 debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The County has expended in violation of sections 433 and 434.



- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The County 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 County, 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.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The County from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of The County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The County's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The County 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 The County when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of The County’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 The County has hereby willingly agreed to assume these responsibilities.

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

- H. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. The County agree(s) that any of The County’s employees 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), and The County hereby willingly agree(s) to assume these responsibilities.

The County agree(s) that, except as otherwise provided in this provision below, of The County's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When The County's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of The County's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, The County's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of The County's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

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

- I. 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.
- J. NONDISCRIMINATION. 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 a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.



- K. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- L. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County 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.
- M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The County 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

The County 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

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County 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

The County 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.



- 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 County 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 County 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 The County request a federally approved rate from The County's cognizant audit agency no later than 3 months after the effective date of the agreement. The County 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.
- O. OVERPAYMENT. Any funds paid to The County 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 The County 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 County.
 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.

- P. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The County shall close out the agreement.

Any unobligated balance of cash advanced to The County 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 120 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 County.

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.

- Q. 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.

The County 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 The County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County 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. The County 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.

- S. 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).

- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are 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:

"The Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture"

The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County 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.

- V. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of The County'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.

- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the The County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County 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."

- Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The County 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 County 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 County'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.

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

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

BB. 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.

CC. DEBARMENT AND SUSPENSION. The County 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 County 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.



DD. 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.

EE. COPYRIGHTING. The County 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.

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:

1. The copyright in any work developed by The County under this agreement.
2. Any right of copyright to which The County purchase(s) ownership with any federal contributions.

FF. 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.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 4/15/2028, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

HH. 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.

Rafael Martinez, Director, El Dorado County Department of Transportation	Date
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Erick J Walker, Forest Supervisor U.S. Forest Service, Lake Tahoe Basin Management Unit	Date
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The authority and format of this agreement have been reviewed and approved for signature.

LOUISE EWEN Digitally signed by LOUISE EWEN
Date: 2023.05.21 09:27:51 -07'00'

LOUISE EWEN U.S. Forest Service Grants Management Specialist	Date
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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.

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Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. 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)

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

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$6,780.00	\$170,651.84	\$0.00	\$0.00	\$177,431.84
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	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$78,014.11	\$0.00	\$80,000.00	\$158,014.11
Other					\$0.00
Subtotal	\$6,780.00	\$248,665.95	\$0.00	\$80,000.00	\$335,445.95
Coop Indirect Costs		\$151,334.05	\$0.00		\$151,334.05
FS Overhead Costs	\$1,017.00				\$1,017.00
Total	\$7,797.00	\$400,000.00	\$0.00	\$80,000.00	
Total Project Value:					\$487,797.00

Matching Costs Determination	
Total Forest Service Share = (a+b) + (e) = (f)	(f) 83.60%
Total Cooperator Share (c+d) + (e) = (g)	(g) 16.40%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Hydrologist	\$417.00	10.00	\$4,170.00
Hydrologist	\$522.00	5.00	\$2,610.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$6,780.00
-----------------------------	-------------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Subtotal Direct Costs	\$6,780.00
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
15.00%	\$6,780.00	\$1,017.00
Total FS Overhead Costs		\$1,017.00

TOTAL COST	\$7,797.00
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WORKSHEET FOR

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

Salaries/Labor

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Senior Civil Engineer	\$967.20	90.00		\$87,048.00
Assistant in Civil Engineering	\$672.96	60.00		\$40,377.60
Assistant Land Surveyor	\$691.36	32.00		\$22,123.52
Associate Land Surveyor	\$879.28	24.00		\$21,102.72
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$170,651.84
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Other Expenses

Standard Calculation				
Item	# of Units	Cost/Unit		Total
Env. Consultant Contract	1.00	\$78,014.11		\$78,014.11
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other	\$78,014.11
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Subtotal Direct Costs	\$248,665.95
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
88.68%	\$170,651.84			\$151,334.05
Total Coop. Indirect Costs				\$151,334.05

TOTAL COST	\$400,000.00
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WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
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Subtotal Direct Costs	\$0.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$0.00	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$0.00
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor					\$0.00
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Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Programmatic Match (local funds)		1.00	\$80,000.00		\$80,000.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Other					\$80,000.00
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Subtotal Direct Costs	\$80,000.00
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TOTAL COST	\$80,000.00
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Attachment B
Statement of Work

Background: The **North Upper Truckee Stream Environment Zone (SEZ) Restoration Project** (Project) will implement improvements including flood control and safe stormwater conveyance away from subdivision residences, stormwater treatment through enhancing existing wetlands resulting in habitat and carbon sequestration, treatment of Fine Sediment Particles (FSP) less than 20 microns as part of the Tahoe Total Maximum Daily Load (TMDL) and public education/ outreach. This presents unique opportunities for enhancement and explore USDA Forest Service parcels for water quality treatment and restoration in a highly modified urban landscape. The ancillary benefits include water quality improvement, ecosystem restoration, flood control, and ecosystem preservation. The Project is part of a series of erosion control and stream environment zone restoration projects to be constructed within the Lake Tahoe Basin by the County of El Dorado. The main goal of this Project is to improve the clarity of Lake Tahoe by reducing the detrimental water quality impacts originating from the Mountain View Estates and the northern North Upper Truckee Road residential areas on Lake Tahoe clarity. Urban development in the Project area has displaced the natural treatment areas and re-routed the drainage ways that once existed in the SEZ. Currently, concentrated storm water flows off the road shoulders and is conveyed through pipes under roads and directed to a system of ditches which are conveyed towards the Angora Creek to the east, a tributary to the Upper Truckee River.

Title: **North Upper Truckee Stream Environment Zone Restoration Project** ([Environmental Improvement Program \[EIP\] project #01.02.01.0088](#))

A. PURPOSE

The main goal of the Project is to restore Lake Tahoe clarity and protect a sensitive SEZ through effective and safe conveyance of urban runoff from the project area and downstream to treatment facilities. The current condition allows for excessive sediment and nutrient transport to the SEZ through uncontrolled urban runoff conveyance, directly discharging to a perennial stream historically known as “stump alley”. Stump alley is a sensitive riparian area with annual flows that house a unique brook trout population and sensitive stream environment zone that flows to protected California State Parks lands known as the Washoe Meadows State Park. The current configuration requires the use of roadside ditching and excessive road maintenance disturbance, due to the surface elevation of the road being equal to or lower than the surrounding SEZ. This Project intends to responsibly convey water from the existing road around the along North Upper Truckee Road and down Lake Tahoe Boulevard to Mountain Meadow Drive, which will provide water quality, SEZ restoration, fisheries, general transportation and social benefits to Lake Tahoe and the surrounding community. The proposed project will evaluate the best methods to alleviate the current road impacts to the SEZ through a responsible and collaborative approach, with best interest of the sensitive Stump Alley stream zone in mind.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

Mutual Benefits:

Urban development in the Project area has displaced the natural treatment areas and re-routed the drainage ways that once existed in the stream environment zone. Currently, concentrated storm

water flows off the road shoulders and directed to a system of bare, soil roadside ditches and deliver high concentrations of sediment directly towards the Angora Creek. These flows originating within regions of the Project area reaches Lake Tahoe via the Upper Truckee River, resulting in the transport of fine sediment to Lake Tahoe without infiltration or treatment. The connectivity between Lake Tahoe and the Project area results in a high rate of delivery of fine sediment to Lake Tahoe. The proper conveyance, storage and treatment of storm water will help achieve both the USDA Forest Service and the County's joint goal of restoring the Upper Truckee River watershed and meeting state, federal, and regional mandates.

County Benefits:

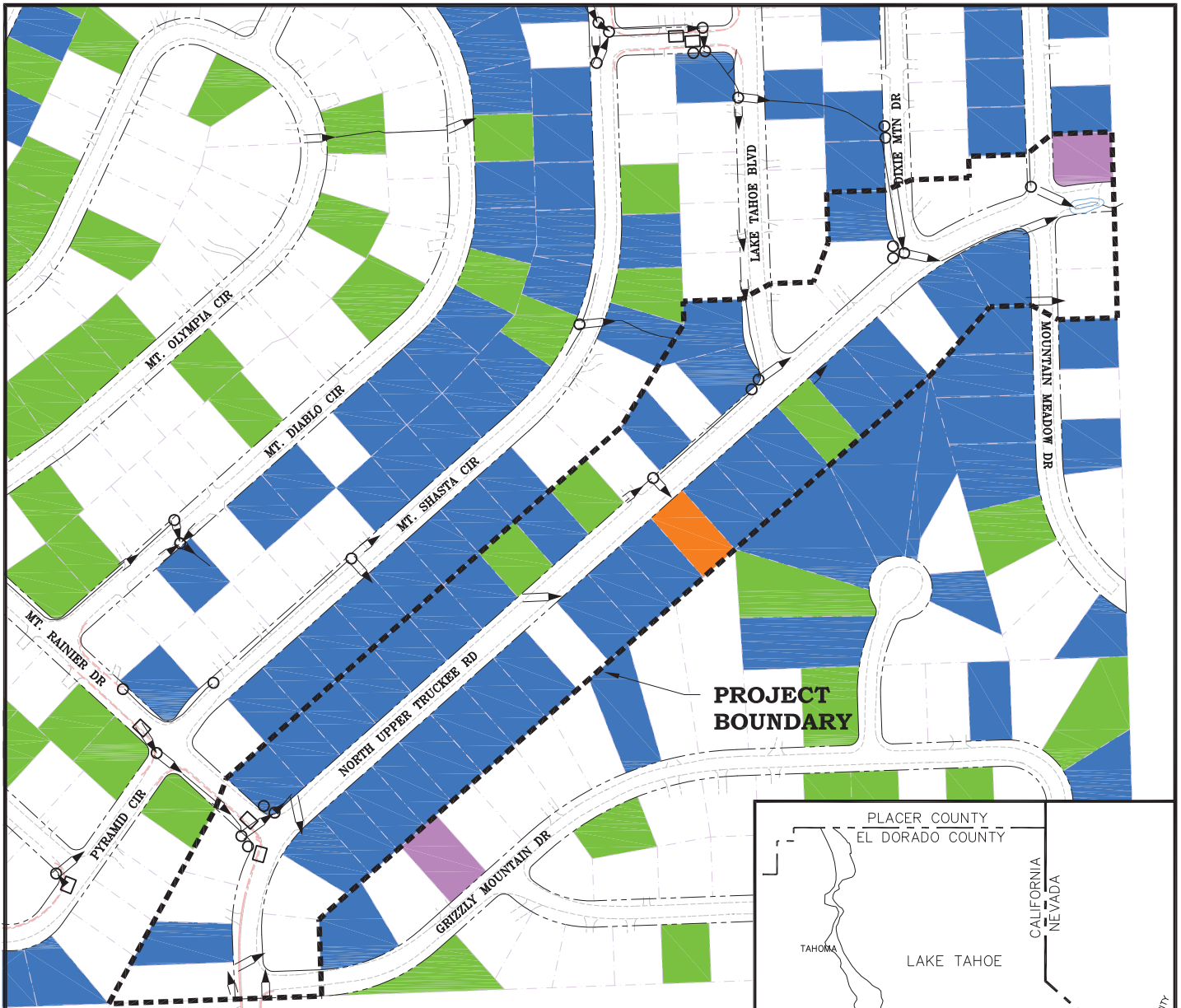
The funding will assist the initial planning stages of the North Upper Truckee Stream Environment Zone Restoration Project.

U.S. Forest Service Benefits:

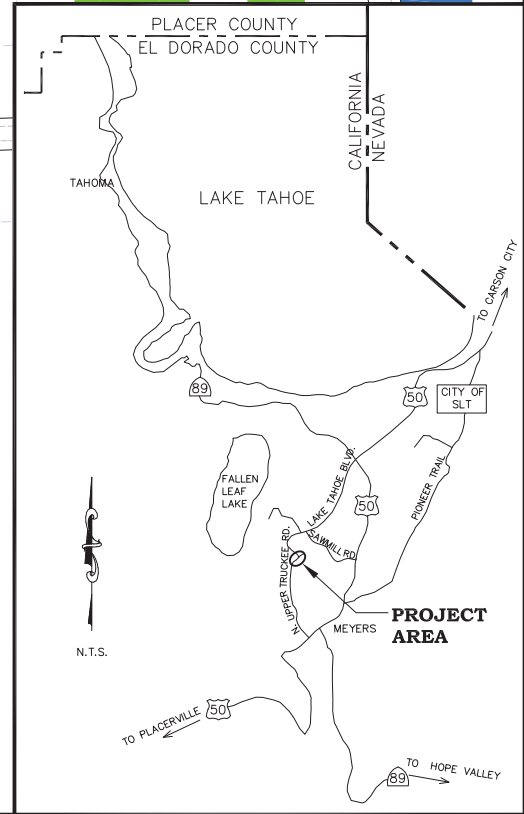
The Project improvements will help meet the County and USDA Forest Service's joint goal of restoring the Upper Truckee River watershed and will further assist in achieving many state, federal, and regional objectives.

Additional considerations:

- The Project achieves USDA Forest Service objectives by addressing water quality and restoration in a highly modified urban landscape, including water quality improvement, ecosystem restoration, flood control, and outdoor public education. The projected watershed improvements will benefit water quality from the largest watershed in the Lake Tahoe Basin, treating stormwater and pollutants originating from the watershed, which is managed primarily by the LTBMU. These improvements are inextricable from one jurisdiction to another; therefore, Lake Tahoe Restoration Act funds is appropriate for this Project development and eventual implementation.
- The implementation of the Project will restore, protect, and enhance resources in the watershed by improving water quality, restoring the ecosystem, reducing soil erosion, and providing outdoor public education opportunities on public lands.
- The expenditure is in the public interest because the Project adds to the overall environmental improvement before storm water and pollutants from the Upper Truckee River watershed flow directly into Lake Tahoe.



- LEGEND**
- EDGE OF PAVEMENT
 - CURB AND GUTTER
 - ESTABLISHED CHANNEL
 - RIGHT OF WAY
 - PROPERTY LINE
 - STORM DRAIN PIPE
 - STORM DRAIN INLET
 - BASIN
 - CTC OWNED PARCEL
 - USFS OWNED PARCEL
 - COUNTY OWNED
 - STPUD OWNED




EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

**NORTH UPPER TRUCKEE SEZ
RESTORATION PROJECT**

DATE: 03/2023	PROJECT NO.: 95166	BY: DSP
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FIGURE
1