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TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET * HOUSTON, TEXAS 77004

SUBCONTRACT AGREEMENT BETWEEN:

TEXAS SOUTHERN UNIVERSITY ('RECIPIENT')
AND
COUNTY OF EL DORADO ('SUBRECIPIENT')

Title of Project: "Evaluation of Alternative Abrasives and Snow Plowing Practices and Road Sweeping/Vacuuming as Source Control BMPs for Load Reduction of Fine Sediment Particles and Particles Associated Phosphorus in Urban Roadway Storm Water"

Project Sponsor: U. S. Department of Agriculture Forest Service

Sponsor Award #: No. 12-DG-11272170-007

TSU Project Director: Dr. Hyun-Min Hwang
Department of Environmental Science and Technology
College Science and Technology - Texas Southern University
Tel: 713-313-1028; E-mail: hwangh@tsu.edu

County of El Dorado Dept. of Transportation Director: Kimberly A. Kerr
Interim Director
County of El Dorado Department of Transportation - Tahoe Engineering Division
Tel: 530-621-7533

County of El Dorado Dept. of Transportation Project Manager: Mr. Russell Wigart
County of El Dorado Department of Transportation – Tahoe Engineering Division
Tel: 530-573-7924; E-mail: russell.wigart@edcgov.us

Type of Contract: Cost Reimbursable / Period of Performance:
Effective the date of last signature-12/31/2013

Issued by: Office of Research - Research Funding and Pre-Award Services
Attention: Cecilia E. Bruce
Texas Southern University
Hannah Hall, Suite 230
3100 Cleburne Street, Houston TX 77004

Invoice to: Office of Research - Research Financial Services
Attention: Diane Lewis, M.B.A. - Director
Texas Southern University
Hannah Hall, Room 315
3100 Cleburne Street, Houston TX 77004



TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET * HOUSTON, TEXAS 77004

COST REIMBURSABLE SUBCONTRACT AGREEMENT
BETWEEN
TEXAS SOUTHERN UNIVERSITY
AND
COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

This Cost Reimbursable Subcontract Agreement (“Agreement”) between Texas Southern University on behalf of its College of Science and Technology – Department of Environmental Science and Technology (“TSU”), and the County of El Dorado Department of Transportation (“County of El Dorado”) observes that:

- A. The purpose of this agreement is the County of El Dorado Department of Transportation will perform the following tasks: coordination with maintenance and assist with monitoring and field data collection as needed.
- B. The County of El Dorado agrees to comply with all terms and conditions set forth in the scope of work. (Attachment A) and shall provide the necessary personnel, equipment, facilities, and supplies to perform the work described in subsection A above.
- C. The cost reimbursable to be paid to the County of El Dorado by TSU shall be as follows: For the period effective the date of the last signature through December 31, 2013, TSU shall reimburse the County of El Dorado Department of Transportation the total amount of Thirty-Nine Thousand Three Hundred Thirty-Nine (\$39,339) as specified in the budget (Attachment A).
- D. The County of El Dorado shall, at quarterly intervals following commencement of work, submit invoices to TSU for payment of costs incurred during the preceding month. Each original invoice will present, by approved budget line item, costs for the current period billed along with cumulative amounts billed to date according to sample invoice, which is attached (Attachment B). These invoices shall contain all costs incurred during the billing period and shall be sufficiently detailed to allow TSU personnel to make the required fiscal report to the sponsor.
 1. Invoices shall be submitted to the Department of Research Financial Service, 3100 Cleburne Street, Hannah Hall Room 315, Houston TX 77004 and to the attention of Diane Lewis – Director.
 2. Payment of final invoice shall be withheld pending receipt and acceptance of all closeout documents, including final no-cost sharing if applicable.
 3. TSU must receive final invoice 45 days after project expiration date. Invoices received after this date may not be paid if the prime sponsor deobligates the funding. Closeout documents should be mailed to Dr. Hyun-Min Hwang: College of Science and Technology – Department of Environmental Science and Technology, Texas Southern University, 3100 Cleburne Street, Houston, Texas 77004 (Phone: 713-313-1028). Email: hwangh@tsu.edu.



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4. Each invoice must include the following statement and be certified by a business official: 'I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the Subcontract. I further certify that payments for costs claimed above has not been received.
- E. Termination of this Agreement prior to its expiration date shall require thirty (30) days advance written notice to the other party. The County of El Dorado shall be reimbursed for allowable costs incurred prior to the effective date of termination.
- F. Notices, correspondence and all other communications shall be addressed to TSU as follows:

Cecilia E. Bruce – Research Compliance Officer
Office of Research - Research Funding & Pre-Award Services
Texas Southern University
3100 Cleburne Street
Room 230, Hannah Hall
Houston, TX 77004

And to the County of El Dorado Department of Transportation as follows:

Steve Kooyman, P.E.
County of El Dorado – Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

- With a copy to: Janel Gifford, P.E., County of El Dorado – Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667

And payments to The County of El Dorado Department of Transportation as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn: Administration Division


- G. The Sub-Contract Agreement is subject to the terms and conditions of the Prime Award to U. S. Department of Agriculture Forest Service and other special terms and conditions, as identified in Attachment C.
- H. By signing this Agreement below the County of El Dorado Department of Transportation, makes the certifications and assurances shown in Attachments A and B of the Prime Award to U. S. Department of Agriculture Forest Service.



TEXAS SOUTHERN UNIVERSITY
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- I. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire agreement of the parties concerning the subject hereinabove mentioned. No modification of this Agreement shall be effective until such modification is reduced to writing and signed by both parties.
- J. The County Officer or employee with responsibility for administering this Agreement is Steve Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning and Land Development Division, Department of Transportation or successor.

--TEXAS SOUTHERN UNIVERSITY--

BY: 

 Authorized Official:
 Sunny E. Ohia, Ph.D.
 Provost/Vice President for Academic Affairs
 and Vice President for Research

Dated: 2/12/13

--COUNTY OF EL DORADO--

By: 

 Board of Supervisors
 "County" **RON BRIGGS**

Dated: 4-9-13

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 

 Deputy Clerk

Dated: 4-9-13



TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET * HOUSTON, TEXAS 77004

ATTACHMENT A

Scope of Work

The County of El Dorado will be working with the Principal Investigator (Hyun-Min Hwang) and Co-Investigators from UC Davis/DRI to perform and assist with necessary research as specified in the final proposal titled "Evaluation of alternative abrasives and road sweeping/vacuuming as source control BMPs for load reduction of fine sediment particles and particles associated phosphorus in urban roadway stormwater." The following tasks will be performed by the County of El Dorado with regard to this project scope.

- A.) Coordination with the County of El Dorado
 - i. Russell Wigart will assist with the coordination of abrasive applications and direct sweeping operations to carry out the necessary monitoring for meeting the objectives of the proposed research. The following will be performed by the County of El Dorado with regard to this task.
 - 1. Communicate with the Department of Transportation maintenance to distribute application of needed abrasives on roads and as specified in the proposal.
 - 2. Communicate and work with the Department of Transportation maintenance to sweep as needed and required in the proposal.
 - 3. Log and report necessary information such as abrasive type, amount of abrasive applied, sweeper type used and sweeper frequency.
- B.) Assist with monitoring and field data collection as needed
 - i. Russell Wigart will assist Ralph Townsend, UC Davis and TSU with basic field monitoring activities as needed to carry out the objectives of the project. This includes:
 - 1. Assisting with sample collection during runoff events and processing of samples as needed
 - 2. Working with UC Davis staff to conduct Road Rapid Assessments and washoff tests as needed to meet sampling protocols as outlined in the grant.

Budget:

Budget Item	TOTAL Requested
a. Personnel (salaries/wages and time allocations) PI <x amount of time * \$ / unit of time> Co-PIs, Associates, Students, Technicians, <other>	11,112
b. Fringe Benefits	5,472
c. Travel (Domestic)	2,000
d. Equipment (non-expendable, tangible personal property with a unit cost of \$5,000 or more and has a useful life of more than one year)	
e. Supplies (describe or provide an itemized list)	4,000
f. Contractual (complete separate budget tables for all subcontracts)	
h. Other (describe; rentals, publication costs should be shown separately)	
i. Total Direct Costs	22,584
j. Indirect Costs: All indirect costs must be shown as a separate line item. Do not add indirect costs to any of the direct costs items listed above.	16,755
k. Total	\$39,339



TEXAS SOUTHERN UNIVERSITY
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ATTACHMENT B

SAMPLE INVOICE:

<u>INVOICE</u>									
<u>Invoice Number:</u>									
<u>Project Title:</u>									
<u>Invoice Period:</u>	From: _____ To: _____								
<u>Invoice Billed To:</u>	Texas Southern University Diane W. Lewis, Director of Research Financial Services 3100 Cleburne Ave, Hannah Hall Room 315 Houston, Texas 77004								
<u>Remit To:</u>	'Your Address'								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%; border-bottom: 1px solid black;">Project Budget</th> <th style="width: 25%; border-bottom: 1px solid black;">Current Period Exp.</th> <th style="width: 25%; border-bottom: 1px solid black;">Cumulative Exp.</th> <th style="width: 25%; border-bottom: 1px solid black;">Balance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Project Budget	Current Period Exp.	Cumulative Exp.	Balance				
Project Budget	Current Period Exp.	Cumulative Exp.	Balance						
<u>Senior Personnel</u>									
<u>Students</u>									
<u>Fringe Benefits</u>									
<u>Travel</u>									
<u>Material & Supplies</u>									
<u>Participant Cost</u>									
<u>Total Direct Costs</u>									
<u>IDC @ 25% of TDC</u>									
<u>TOTALS COSTS</u>									
 Signature of Authorized Official:	Date:								
Certification: I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of Subcontract. I further certify that payments for costs claimed above have not been received'.									



TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET * HOUSTON, TEXAS 77004

ATTACHMENT C

Title of Project: "Evaluation of Alternative Abrasives and Snow Plowing Practices and Road Sweeping/Vacuuming as Source Control BMPs for Load Reduction of Fine Sediment Particles and Particles Associated Phosphorus in Urban Roadway Storm Water"

Project Sponsor: U. S. Department of Agriculture Forest Service

Sponsor Award #: No. 12-DG-11272170-007 (Hard copy attached)



United States
Department of
Agriculture

Forest
Service

Pacific
Southwest
Research
Station

P.O. Box 245
Berkeley, CA 94701-0245
(510) 559-6300
FAX (510) 559-6440
TTY (510) 559-6307

File Code: 1580

Date: FEB 28 2012

Cecilia Bruce
Office of Research
Texas Southern University
3100 Cleburne Street
Houston, TX 77004-4501

Dear Ms. Bruce:

Enclosed is the new Forest Service Agreement No. 12-DG-11272170-007, entitled, "Evaluation of Alternative Abrasives and Snow Plowing Practices and Road Sweeping/Vacuuming as Source Control BMPs for Load Reduction of Fine Sediment Particles and Particle Associated Phosphorus in Urban Roadway Stormwater," under the direction of Dr. Hyun-Min Hwang, Department of Environmental Science and Technology.

The agreement is effective the date of the last signature through December 31, 2013. The Forest Service will provide \$274,682 for the work on this project. This agreement has been signed on behalf of the Forest Service. If it is acceptable as presented, please arrange for signature and date on page 3, and return one fully signed copy to our Grants & Agreements staff via e-mail to psw_ga@fs.fed.us.

Please note, the following billing requirements have been added to the agreement under the U.S. Forest Service Award Provisions 'N' as requested by the Bureau of Land Management:

- a breakdown of personnel by project including their role in the project
- explanation of travel costs and how they are directly tied to the project
- explanation of supplies and how they are directly tied to the project
- explanation of any miscellaneous items and they are directly tied to the project
- copies of invoices for any subcontract tied to this project

Please contact Jennifer Jones, Grants & Agreements Specialist at (510) 559-6356 with any administrative questions you may have regarding the agreement.

Sincerely,

ALEXANDER L. FRIEND
Acting Station Director

Enclosures

cc:

T. Van Huysen, PSW- Davis
H. Hwang, PI - TSU
ASC, G&A Payments Section



Caring for the Land and Serving People

PSW-BFM-G&A

2016 11 14

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 12-DG-11272170-007
Between The
TEXAS SOUTHERN UNIVERSITY
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST RESEARCH STATION**

Project Title: Evaluation of alternative abrasives and snow plowing practices and road sweeping/vacuuming as source control BMPs for load reduction of fine sediment particles and particle associated phosphorus in urban roadway stormwater

Upon execution of this document, an award to Texas Southern University, hereinafter referred to as "the University," in the amount of \$274,682, is made under Rangeland Renewable Resources Research Act of 1978, (16 U.S.C. 1641-1646) as amended. The University accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated July 25, 2011, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This is an award of Federal financial assistance and is subject to OMB CIRCULAR A-110, Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, as implemented by regulations USDA regulations 7 CFR 3019 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations." or, 2 CFR 220, Costs Principles for Educational Institutions, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

The OMB Circulars are available on the internet at http://www.whitehouse.gov/omb/grants_default. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 510-559-6356.

Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** The University shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Hyun-Min Hwang Dept. of Environmental Science & Technology Texas Southern University 3100 Cleburne Street Houston, TX 77004-4501 Telephone: 713-313-7282 FAX: 713-313-7598 Email: hwangh@tsu.edu	Cecilia Bruce Office of Research Texas Southern University 3100 Cleburne Street Houston, TX 77004-4501 Telephone: 713-313-7876 FAX: 713-313-7598 Email: brucece@tsu.edu

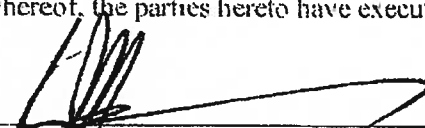
Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Tiffany Van Huysen USFS, Pacific Southwest Research Station Tahoe Environ. Research Center 291 Country Club Drive Incline Village, NV 89451 Phone: (775) 881-7560 ext. 7482 E-Mail: tlvanhuisen@fs.fed.us	Jennifer Jones, Grants & Agreements USDA FS PSW 800 Buchanan Street, West Annex Albany, CA 94710 Telephone: (510) 559-6456 FAX: (510) 559-6455 Email: jjones12@fs.fed.us

- C. AVAILABILITY OF FUNDS. U.S. Forest Service funds in the amount of \$ 274,682 are currently available for performance of this award through December 31, 2013. The U.S. Forest Service's obligation for performance of this award beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this award beyond December 31, 2013 until funds are made available to the U.S. Forest Service for performance and until the University receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- D. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. See provision N in the attachment, 'U.S. Forest Service Award Provisions.'
- E. PRE-AWARD COSTS FOR INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS. Pursuant to 2 CFR

215.25(e)1, pre-award costs incurred as of November 1, 2011 are hereby authorized under this award.

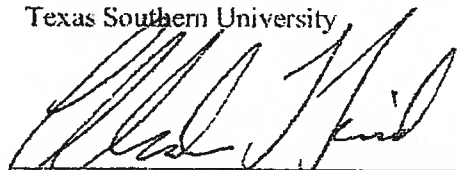
- F. PROGRAMMATIC CHANGES. The University shall obtain prior approval for any change to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.
- G. MODIFICATIONS. Modifications within the scope of this award shall be made by mutual 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.
- H. COMMENCEMENT/EXPIRATION DATE. This award is executed as of the date of the last signature and is effective through December 31, 2013 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- I. 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 award. In witness whereof, the parties hereto have executed this award as of the last date written below.




SUNNY OHTA,
Provost & Vice President for Academic Research
Texas Southern University



Date

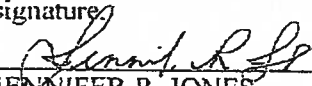


ALEXANDER L. FRIEND, Acting Station Director
U.S. Forest Service, PSW Research Station

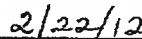


Date

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



JENNIFER R. JONES
U.S. Forest Service
Grants & Agreements Specialist



Date

ATTACHMENT A: U.S. FOREST SERVICE AWARD PROVISIONS

- A. **COLLABORATIVE ARRANGEMENTS.** Where permitted by terms of the award, the University may enter into collaborative arrangements with other organizations to jointly carry out activities with grant funds.
- B. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this award.
- C. **NOTICES.** Any notice given by the U.S. Forest Service or the University will be 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 grant.

To the University, at the University's address shown in the grant or such other address designated within the grant.

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

- D. **SUBRECIPIENT NOTIFICATION** The University shall notify subrecipients under this award that they are subject to the terms and conditions herein, except with respect to the recipient's OMB Uniform Administrative Requirements and Cost Principles. In the case of subrecipient Uniform Administrative Requirements and Cost Principles, subrecipients must be notified that they are subject to the following:

SUBRECIPIENT TYPE	APPLICABLE ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES	
	Administrative Requirements	Cost Principles
Non-profits	2 CFR 215	2 CFR 230
Local and Tribal governments (when recipient is a State)	State & Federal laws, regulations	2 CFR 225
Local and Tribal governments (when recipient is a non-State)	A-102	2 CFR 225
State agencies	State & Federal laws, regulations	2 CFR 225
Universities	2 CFR 215	2 CFR 220
Profit-makers	2 CFR 215	48 CFR 31.2

- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the University to use the U.S. Forest Service insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
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- F. METRIC SYSTEM OF MEASUREMENT. Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the U.S. Forest Service Program Manager in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- H. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or

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

- 2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." as implemented by our agency at 2 CFR 417.
- 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
 - a. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

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

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

1. DRUG-FREE WORKPLACE.

1. The University agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions the University will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any instrument, he or she

(1) Must abide by the terms of the statement, and

(2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

2. The University agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. Your policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the U.S. Forest Service's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
4. The University agree(s) to immediately notify the U.S. Forest Service if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the U.S. Forest Service within ten calendar days after the University learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the University must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- J. **ELIGIBLE WORKERS.** The University 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 University shall comply with regulations

regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

K. PROGRAM INCOME – FINANCIAL ASSISTANCE.

1. The University shall apply the standards set forth in this Provision to account for program income earned under the award.
2. If any program income is generated as a result of this award, the income shall be applied using the deductive alternative as described in 7 CFR 3016.25 and 3019.24.
3. Unless the terms and conditions of the award provide otherwise, the University 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 award and they comply with the applicable Cost Principles.
5. Unless the terms and conditions of the award provide otherwise, the University shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

L. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment SF-425A, if required for reporting multiple grants), must be submitted quarterly. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.

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

N. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form (SF) 270, and shall be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the U.S. Forest Service shall review such requests to ensure advances

or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and U.S. Forest Service regulations. Advance payments shall not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the University receive(s) an advance payment and subsequently requests an ~~advance or reimbursement payment, then the request must clearly demonstrate that the~~ previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award shall be returned to the U.S. Forest Service.

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

EMAIL: asc_ga@fs.fed.us

FAX: 377-687-4894

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

**Invoices shall include the following:

- A breakdown of personnel information: by project including their role in the project
- Explanation of travel costs and how they are directly tied to the project
- Explanation of supplies and how they are directly tied to the project
- Explanation of any miscellaneous items and how they are directly tied to the project
- Copies of invoice for any subcontract tied to this project

- O. AWARD CLOSEOUT. The University shall close out the grant within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the University shall be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

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

If this award 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 PERFORMANCE REPORTS. The University shall monitor the performance of the grant activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The University shall submit quarterly performance reports. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with the University's final payment request, or separately, but not later than 90 days from the expiration date of the grant.

- Q. NOTIFICATION. The University shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- R. CHANGES IN KEY POSITIONS AND PERSONNEL. Any revision to key positions and personnel identified in the application for this award require prior, written approval from the U.S. Forest Service. All technical positions are considered Key Personnel by the U.S. Forest Service. Failure on the part of the University to obtain prior, written approval when required may result in the disallowance of costs.
- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records shall 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).
- 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 recipients and subrecipients 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. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of the University's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The University shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award.
- W. NONDISCRIMINATION STATEMENT - PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The University 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 (202) 720-5964 (voice and TDD).
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. TERMINATION BY MUTUAL AGREEMENT. This award may be terminated, in whole or part, as follows:
- When the U.S. Forest Service and the University agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - By 30 days written notification by the University 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, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award

was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, the University shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the University for the United States Federal share of the non-cancelable obligations properly incurred by the University up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

Y. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish the University a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the University appeal(s) the decision to the U.S. Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, AQM, the University shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

Z. DEBARMENT AND SUSPENSION. The University 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 University 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.

AA. COPYRIGHTING. The University is/are granted sole and exclusive right to copyright any publications developed as a result of this award. 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 award.

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 shall be transferred to any sub-awards, sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by the University under this award.
- Any right of copyright to which the University purchase(s) ownership with any federal contributions.

BB. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS.

1. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- a. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

3. Definitions

For purposes of this award term:

- a. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
- b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
-

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

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

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

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

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170