



FS Agreement No. 20-PA-11051900-011

Cooperator Agreement No. _____

**PARTICIPATING AGREEMENT
Between The
COUNTY OF EL DORADO
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LAKE TAHOE BASIN MANGEMENT UNIT**

This PARTICIPATING AGREEMENT is hereby entered into by and between the County of El Dorado, hereinafter referred to as “El Dorado 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 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background:

The Oflyng Water Quality Project (Project) has been initiated to address impacts from prior urban development which has resulted in a concentrated flow of storm water from private parcels, the El Dorado County rights-of-way (ROW), and publicly owned (U.S. Forest Service and State of California) parcels. Current sources of storm water contamination within the project area include eroding road shoulders, slopes, channels, and tracking of aggregate during winter sanding operations.

The concentrated flows from drainages in the project area are tributary to Trout Creek, the Upper Truckee River and, in turn, to Lake Tahoe. Trout Creek and Upper Truckee River both originate on U.S. Forest System lands up gradient from the project site. The hydrologic connectivity between Lake Tahoe and the Project area results in a high to moderate potential to deliver fine sediment to Lake Tahoe. The project area is approximately 104 acres in size, of which 21 acres is directly connected impervious area. The completion of this water quality project will help reduce the delivery of fine sediment to the tributary rivers and Lake Tahoe. The project is part of the Lake Tahoe Environmental Improvement Program (EIP) which is an unparalleled partnership where local, state, and federal government agencies, private entities, scientists, and the Washoe Tribe of Nevada and California have collaborated for over 20 years to restore the environmental health of Lake Tahoe.

Title: Oflyng Water Quality Project



I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to construct, operate, and maintain the Oflyng Water Quality Project in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A. In specific the physical construction activities will include:

- Mobilization, construction staking, clearing and grubbing vegetation, and installing temporary Best Management Practices.
- Construction of improvements to capture, retain, and infiltrate urban storm water runoff. The proposed design includes construction of offline infiltration galleries that connect to the existing storm drain systems. These offline systems will allow for the capture of the first flush of urban storm water runoff which typically contains the largest fine sediment loads.
- Construction of source control measures which include rock slope protection, asphalt concrete dike and rolled concrete curb and gutter. These measures help to keep material in place and to armor existing flow paths that erode and affect downstream water quality.
- Revegetation of all areas disturbed during construction with native species seeds and cuttings, and irrigation and monitoring to ensure compliance with vegetation performance standards.
- Upgrading urban storm water infrastructure to improve conveyance systems to mitigate the anticipated effects of climate change.

The County will also monitor the site during construction to employ necessary adaptive management actions. The project will be constructed in the summer of 2021.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This project is part of the Lake Tahoe Environmental Improvement Program(s) and will contribute to attainment of Lake Tahoe Total Maximum Daily Load reduction goals. This and other projects like it are critical to local, regional and state planning efforts to help improve water quality and restore natural processes.

Direct benefits of the project include:

- 1) Improving the water quality of urban storm water runoff through infiltration and addressing non-point source pollution. This also enables recharge of groundwater through infiltration.
- 2) Addressing flood management issues by using Low Impact Development (LID) principles to capture and infiltrate runoff at the source. This approach gives the best opportunity to reduce the peak flow and volume of storm water runoff; and
- 3) Community outreach to keep the public informed of the project. This works by having them actively involved in the process, educating them on best management practices (treating storm water runoff and defensible space), and understanding the effects of dry weather discharge.



El Dorado County Benefits:

This project ties into nearby erosion control projects, including the Meyers Stream Environment Zone/Erosion Control Project and the Country Club Heights Erosion Control Project. The Meyers project is directly downstream from a large portion of this project area. The outfall from this and the Meyers Project area is estimated to deliver the largest concentration of pollutants from Tahoe Basin watersheds within El Dorado County. The Country Club Heights project, due northeast of this project, has storm water runoff which is tributary to the overall Meyers Project outfall as well as the Upper Truckee River. Because of the large pollutant contributions from this project area, this project has been identified as a priority stormwater treatment project for El Dorado County.

U.S. Forest Service Benefits:

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

Answering Wyden Questions:

- The project achieves Forest Service objectives by addressing water quality improvement needs in an urbanized area within the Upper Truckee River watershed. The projected watershed improvements will primarily 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, Wyden Amendment authority is appropriate for this project construction.
- The implementation of this project will restore, protect, and enhance resources in the watershed by improving water quality, reducing soil erosion, and improving public lands.
- Implementation of the project will result in tangible and demonstrable benefits in the watershed by implementing actions to improve water quality conditions within the Upper Truckee River watershed.
- The expenditure is in the public interest because the project provides improvements to the quality of storm water runoff before it reaches the Upper Truckee River, Trout Creek, and Lake Tahoe.

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

III. El Dorado County SHALL:

- A. LEGAL AUTHORITY. El Dorado 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.



- B. Provide water quality improvements within the project area focused on treatment through infiltration and source control measures. Storm water runoff will be directed into offline infiltration systems providing a direct reduction in the transport of fine sediment to Lake Tahoe. The project includes upgrading of urban storm water infrastructure to improve conveyance systems to mitigate the anticipated effects of climate change.
- C. Obtain all permits and approvals necessary to construct, operate, monitor, and maintain the Project.
- D. Contribute an estimated \$180,000 (which includes other non-federal funds and project funds) toward the implementation costs for the Project (including other grant sources).
- E. Award construction contract for the physical construction of the Project. Construction will include approximately 370 lineal feet of 24-inch perforated plastic pipe underdrain for infiltration of stormwater runoff; an approximately 2,000 cubic foot capacity sediment basin to capture the first flush of stormwater runoff and traction abrasives which has been shown to contribute a high sediment load; approximately 11,000 square feet of rock slope protection to armor eroding slopes reducing the transport of fine sediment; and, associated revegetation on approximately 0.3 acres within the project limits.
- F. Implement the Project activities. El Dorado County will hire a construction contractor with a competitive bid process and will hold and manage the construction contract.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse El Dorado County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$900,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of El Dorado County's semi-annual invoice. Each invoice from El Dorado County shall display the total project costs for the billing period, separated by U.S. Forest Service and El Dorado 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 El Dorado County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. El Dorado 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 El Dorado 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: Theresa Cody
35 College Drive
South Lake Tahoe, CA 96150
theresa.cody@usda.gov

- B. Participate in project as a member of the construction project team to provide technical support during construction. Participate in field, office, and construction tailgate meetings to review and advise on technical and construction issues as needed throughout the term of this agreement.

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
Dan Kikkert 924B Emerald Bay Road South Lake Tahoe, CA 96150 Telephone: 530-573-7914 FAX: 530-541-7049 Email: dan.kikkert@edcgov.us	Chase Hilbert 2850 Fairlane Court Placerville, CA 95667 Telephone: 530-621-5907 FAX: 530-295-1632 Email: chase.hilbert@edcgov.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Theresa Cody Hydrologist/Program Manager 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2788 FAX: 530-543-2693 Email: theresa.cody@usda.gov	Genevieve Villemaire Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 FAX: 530-543-2693 Email: genevieve.villemaire@usda.gov

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

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or El Dorado County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of El Dorado County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of El Dorado County's products or activities.



- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for El Dorado 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 El Dorado County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. El Dorado County agree(s) that any of El Dorado 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 El Dorado County hereby willingly agree(s) to assume these responsibilities.

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

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy



of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- I. ELIGIBLE WORKERS. El Dorado 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). El Dorado County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). El Dorado 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.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

El Dorado 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

El Dorado 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

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

El Dorado 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.

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ 900,000 are currently available for performance of this agreement through May 1, 2023. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until El Dorado County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP

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

1. If EDC has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, EDC 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 EDC request a federally approved rate from EDC's cognizant audit agency no later than 3 months after the effective date of the agreement. EDC will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.



N. OVERPAYMENT. Any funds paid to El Dorado 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 El Dorado 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 El Dorado 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.

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

Any unobligated balance of cash advanced to El Dorado 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 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by El Dorado 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.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.



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

El Dorado 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 El Dorado County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. El Dorado 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. El Dorado 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.

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

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

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles,



POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. El Dorado 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:

“Lake Tahoe Basin Management Unit Ecosystem Conservation Department of the U.S. Forest Service, U.S. Department of Agriculture”

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

- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of El Dorado 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.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the El Dorado County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). El Dorado County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. El Dorado County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. El Dorado County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. El Dorado 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."

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If El Dorado 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 El Dorado 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 El Dorado 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.

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

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

- AA. 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.
- BB. DEBARMENT AND SUSPENSION. El Dorado 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 El Dorado 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.
- CC. 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.

DD. COPYRIGHTING. El Dorado 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 El Dorado County under this agreement.
2. Any right of copyright to which El Dorado County purchase(s) ownership with any federal contributions.

EE. 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.

FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 1, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

GG. 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, Date
Department of Transportation Director,
El Dorado County

DANELLE D. HARRISON, Date
Acting Forest Supervisor
U.S. Forest Service, LTBMU

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

GENEVIEVE VILLEMAIRE Digitally signed by GENEVIEVE VILLEMAIRE
Date: 2020.04.20 15:28:34 -07'00' 4/20/2020

GENEVIEVE VILLEMAIRE Date
U.S. Forest Service Grants Management Specialist

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: A

USFS Agreement No.:

20-PA-11051900-011

Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$2,330.00	\$61,233.60	\$32,913.39	\$0.00		\$96,476.99
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	\$785,297.22	\$163,344.21	\$0.00		\$948,641.43
Other						\$0.00
Subtotal	\$2,330.00	\$846,530.82	\$196,257.60	\$0.00		\$1,045,118.42
Coop Indirect Costs		\$53,469.18	\$28,739.98			\$82,209.15
FS Overhead Costs	\$279.60					\$279.60
Total	\$2,609.60	\$900,000.00	\$224,997.58	\$0.00		\$1,127,607.18
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	80.05% (f)
Total Cooperator Share (c+d) ÷ (e) = (g)	19.95% (g)
Total (f+g) = (h)	100.00% (h)

WORKSHEET FOR

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

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

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Hydrologist/Program Manager	\$466.00	5.00		\$2,330.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$2,330.00
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Subtotal Direct Costs

\$2,330.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
12.00%	\$2,330.00		\$279.60
Total FS Overhead Costs			\$279.60

TOTAL COST

\$2,609.60

WORKSHEET FOR

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

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

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

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Sr. CE		\$822.48	25.00	\$20,562.00
Asst CE		\$578.64	40.00	\$23,145.60
Asst LS		\$647.92	15.00	\$9,718.80
Eng Tech		\$520.48	15.00	\$7,807.20
				\$0.00

Non-Standard Calculation

Total Salaries/Labor				\$61,233.60
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Construction contract		1.00	\$785,297.22	\$785,297.22
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other				\$785,297.22
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Subtotal Direct Costs	\$846,530.82
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
87.32%	\$61,233.60		\$53,469.18
Total Coop. Indirect Costs			\$53,469.18

NOTE: Indirect charged against salaries only.

TOTAL COST	\$900,000.00
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WORKSHEET FOR

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

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

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Senior Civil Engineer	\$822.48	20.69		\$17,017.11
Assistant in Civil Engineering	\$578.64	23.34		\$13,505.46
Assistant Land Surveyor	\$647.92	3.69		\$2,390.82
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$32,913.39
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit		Total
Project Expenses (State & Non-Federal Funds)	1.00	\$6,544.21		\$6,544.21
Construction (State Funds)	1.00	\$156,800.00		\$156,800.00
				\$0.00

Non-Standard Calculation

Total Other	\$163,344.21
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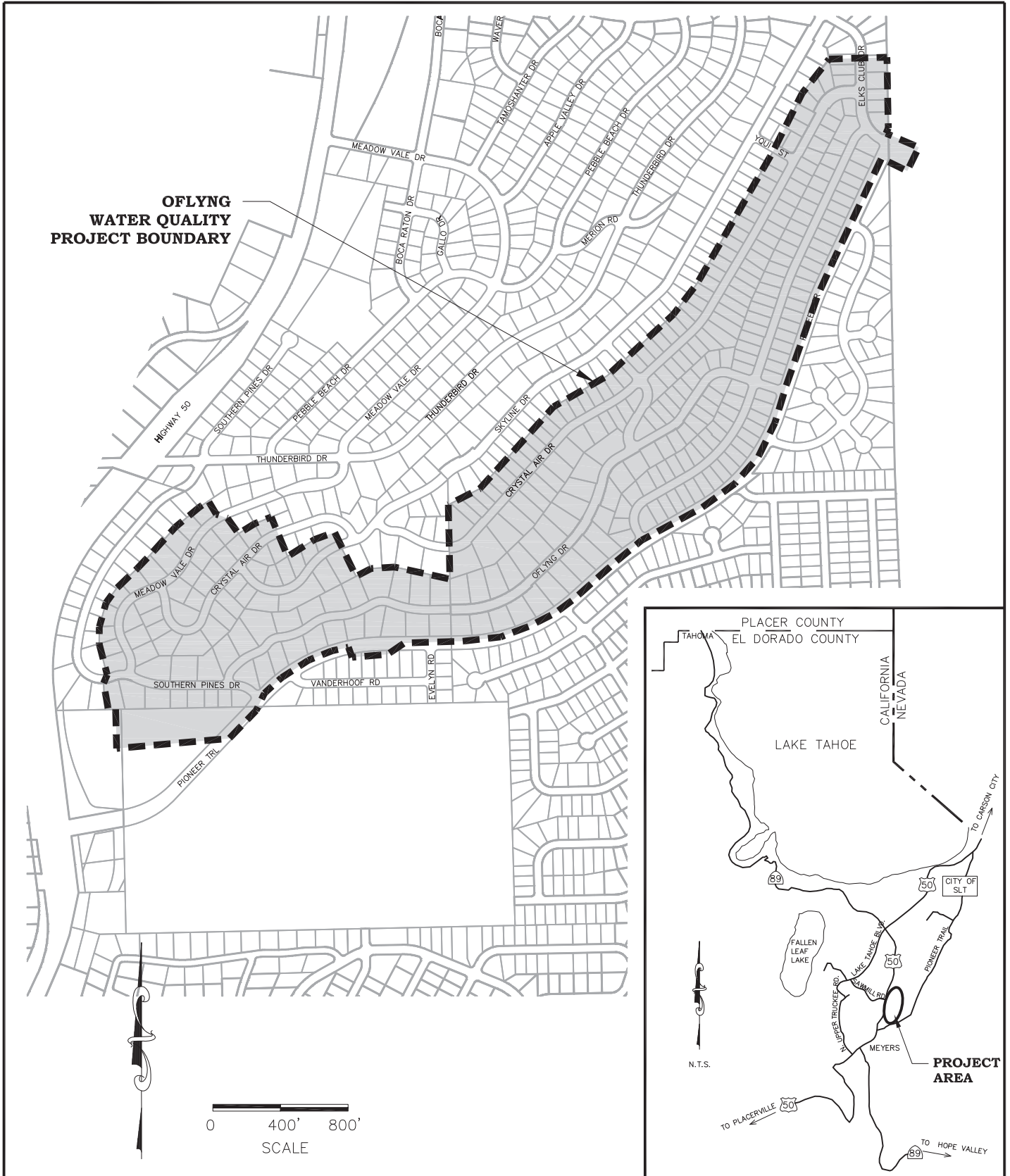
Subtotal Direct Costs	\$32,913.39
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
87.32%	\$32,913.39			\$28,739.98
Total Coop. Indirect Costs				\$28,739.98

TOTAL COST	\$61,653.37
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ATTACHEMENT B - Project Area Map



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION

OFLYING WATER QUALITY PROJECT

LOCATION MAP

FIGURE

1

DATE: 05/2018

PROJECT NO.: 95177

BY: DWK