



FS Agreement No. 21-PA-11050300-019

Cooperator Agreement No. _____

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

This PARTICIPATING AGREEMENT is hereby entered into by and between El Dorado, County of, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: The CSA#5 Erosion Control Project – Phase 3 (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 County of El Dorado (County) rights-of-way (ROW), and publicly owned (United States Forest Service and State of California) parcels. Current sources of storm water contamination within the project area include eroding shoulders, slopes, channels, and tracking of aggregate during winter sanding operations.

The concentrated flows from drainages in the project area are tributary to McKinney Creek, which drains to Lake Tahoe. 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 86 acres in size, of which approximately 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.

The project proposes to provide water quality improvements in the project area focused on treatment through infiltration and source control measures. Storm water runoff will be directed into inline infiltration systems with sediment capturing capacity providing a direct reduction in the transport of fine sediment to Lake Tahoe. The project includes upgrading urban storm water infrastructure to improve conveyance systems to mitigate the anticipated effects of climate change.

Title: Community Service Area (CSA) #5 Erosion Control Project - Phase 3



I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to construct, operate, and maintain the CSA#5 Erosion Control Project – Phase 3 in accordance with the following provisions, Project Map, Exhibit A, and the hereby incorporated Operating and Financial Plan, attached as Exhibit B. In specific the physical construction activities will include:

- Mobilization, constructing 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 inline infiltration structures that connect to the existing storm drain systems. These inline 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 and rolled concrete curb and gutter. The 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, plugs, potted plants, and cuttings, and irrigation and monitoring to ensure compliance with vegetation performance standards.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This project is part of a larger effort on the west shore of Lake Tahoe and ties in directly with other recently completed projects. The programs include 1) Lake Tahoe Environmental Improvement Program(s) and 2) Lake Tahoe Total Maximum Daily Load reduction efforts. The projects include the 1) CSA#5 Erosion Control Project – Phases 1 and 2, and the 2) Tahoma Roads Water Quality Project. The CSA #5 Phases 1 and 2 projects are directly adjacent to this project area with flows that are tributary to this project area and directly to Lake Tahoe via two outfalls. The Tahoma Roads Water Quality Project is below this project and tributary to the same outfall as the Phase 3 project. The outfalls from the combined project areas are estimated to deliver a large concentration of pollutants from Tahoe Basin watersheds within El Dorado County. These completed projects in addition to this phase 3 project are critical to local, regional and state planning efforts to improve water quality and restore the natural environmental processes.

The implementation of this project will provide multiple benefits which include, but are not limited to:

- 1) Increase in 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.

County Benefits:

The additional funding will assist the County in acquiring enough funding to complete construction of the CSA#5 Phase 3 Erosion Control Project.

U.S. Forest Service Benefits:

The Project improvements will help meet the County and U.S. Forest Service's joint goal of restoring the McKinney Creek and General Creek watersheds and will further assist in achieving many state federal, and regional objectives.

Localized flooding occurs in an area off McKinney Road where runoff generated from the USFS owned parcels flows around and between properties on McKinney Road. The flood waters flow around existing structures before reaching the County right-of-way where flows pool along the driveway encroachments and eventually flow over the road impacting downstream areas. An earthen berm/swale will be constructed on Forest Service owned parcels to deflect flows into an improved roadside drainage channel above the properties. Additional inlets will be added downstream to better capture, convey, and treat the flows.

Answering Wyden Questions:

- The project achieves Forest Service objectives by addressing water quality improvement needs in an urbanized area within the General Creek and McKinney Creek watersheds. The projected watershed improvements will primarily benefit water quality from two priority watersheds 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 planning.
- The implementation of this project will restore, protect, and enhance resources in the watershed by improving water quality, reducing soil erosion, and preventing flooding originating from 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 General Creek and McKinney Creek watersheds.
- The expenditure is in the public interest because the project provides improvements to the quality of storm water runoff before it reaches McKinney Creek and Lake Tahoe and prevents flooding originating from US Forest Service lands.

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

III. THE COUNTY SHALL:

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



- planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Obtain all permits and approvals necessary to construct, operate, monitor, and maintain the Project.
 - C. Contribute an estimated \$200,000 (which includes other Non-FS federal funds and project funds spent during fiscal year 21-22) toward the implementation costs for the Project (including other grant sources).
 - D. Award construction contract for the physical construction of the Project.
 - E. Implement the Project activities. The County will hire a construction contractor with a competitive bid process, hold and manage the construction contract, and monitor the site during construction to employ necessary adaptive management actions. The project will be constructed in the summer of 2023.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$400,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's semi-annual invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date. Each invoice must include, at a minimum:
 - 1. The County's name, address, and telephone number
 - 2. U.S. Forest Service agreement number: 21-PA-11050300-019
 - 3. Invoice date
 - 4. Performance dates of the work completed (start & end)
 - 5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The County share with in-kind contributions displayed as a separate line item.
 - 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
 - 7. Cumulative amount of U.S. Forest Service payments to date.
 - 8. Statement that the invoice is a request for payment by "reimbursement"



- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

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

Send a copy to: 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 the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

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

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. The County agree(s) that any of The County’s employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County hereby willingly agree(s) to assume these responsibilities.



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

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. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.



- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.
1. **Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 2. **Accounting Records**

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

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.
 4. **Source Documentation**

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.
- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ 400,000 are currently available for performance of this agreement through 12/31/2024. 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 the 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 the County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from the County's cognizant audit agency no later than 3 months after the effective date of the agreement. The County will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

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

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

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



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

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

- O. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The County shall close out the agreement. Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22. Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County. If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

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.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 120 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.



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

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

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

- 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. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

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



- The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of Equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of



race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

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

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

"This institution is an equal opportunity provider."

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

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

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

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



- Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- BB. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- CC. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- DD. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.



(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

EE. COPYRIGHTING. The CountyThe County is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

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

FF. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 12/31/2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

HH. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In



Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

Rafael Martinez, Department of Transportation
Director
El Dorado County

Date

Gwen Sanchez, Acting Forest Supervisor
U.S. Forest Service, Lake Tahoe Basin Management
Unit

Date

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

DAVID WAGNER Digitally signed by DAVID WAGNER
Date: 2021.07.01 10:18:47 -07'00'

DAVID WAGNER
U.S. Forest Service Grants Management Specialist

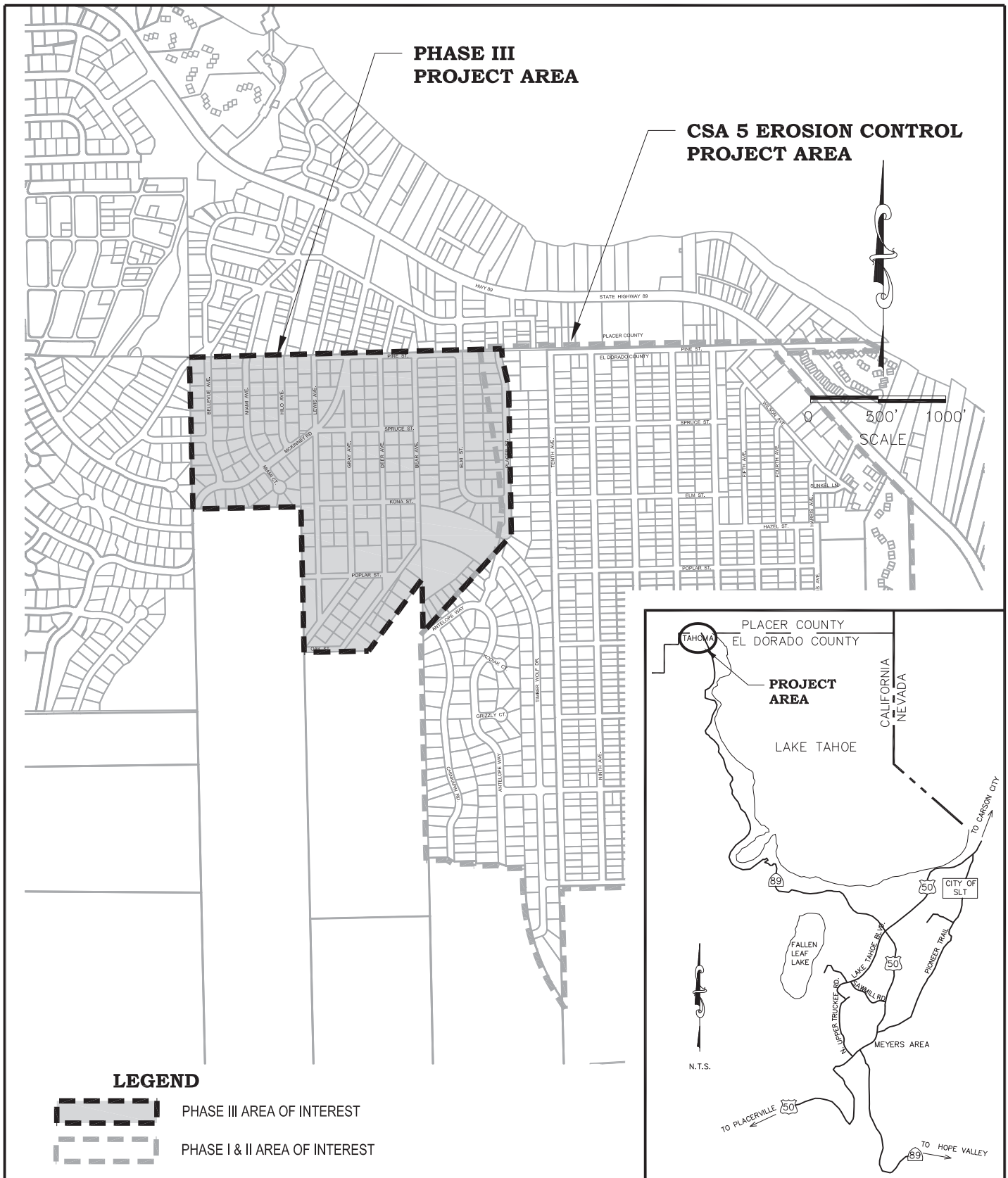
Date

Burden Statement



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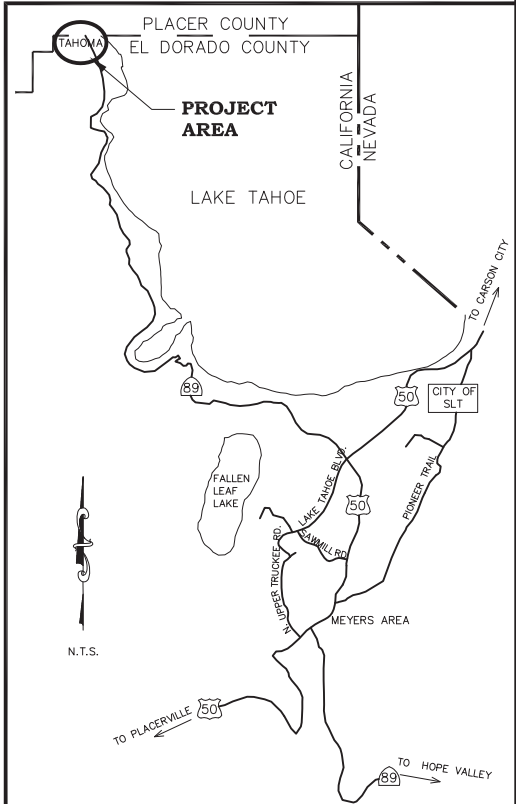
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LEGEND

-  PHASE III AREA OF INTEREST
-  PHASE I & II AREA OF INTEREST



EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

**CSA 5 - Phase 3
EROSION CONTROL PROJECT**

LOCATION MAP

FIGURE

1

DATE: 06/2019	PROJECT NO.: 95157	BY: DMG
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Exhibit: B

USFS Agreement No.: 21-PA-11050300-019
Cooperator Agreement No.:

Mod. No.:

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

Agreements Financial Plan (Short Form)

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

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	\$104,060.64	\$0.00	\$0.00	\$106,390.64	
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	\$200,942.40	\$39,096.81	\$200,000.00	\$440,039.21	
Other					\$0.00	
Subtotal	\$2,330.00	\$305,003.04	\$39,096.81	\$200,000.00	\$546,429.85	
Coop Indirect Costs		\$94,996.96	\$0.00		\$94,996.96	
FS Overhead Costs	\$279.60				\$279.60	
Total	\$2,609.60	\$400,000.00	\$39,096.81	\$200,000.00	\$641,706.41	
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 62.74%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 37.26%
Total (f+g) = (h)	(h) 100.00%

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
Non-Standard Calculation				
Total Salaries/Labor				\$2,330.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				

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

Non-Standard Calculation

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

Non-Standard Calculation

Total Printing			\$0.00
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Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other			\$0.00
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Subtotal Direct Costs	\$2,330.00
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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
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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. $\text{cost/day} \times \# \text{ of days} = \text{total}$, 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 $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. 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	63.00	\$51,816.24
Asst CE	\$578.64	60.00	\$34,718.40
Asst LS	\$647.92	15.00	\$9,718.80
Eng Tech	\$520.48	15.00	\$7,807.20

Non-Standard Calculation

Total Salaries/Labor

\$104,060.64

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials				\$0.00

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

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Construction contract		1.00	\$160,903.19	\$160,903.19
Env. Consultant Contract		1.00	\$40,039.21	\$40,039.21
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Other				\$200,942.40

Subtotal Direct Costs	\$305,003.04
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
91.29%	\$104,060.64			\$94,996.96
Total Coop. Indirect Costs				\$94,996.96

TOTAL COST	\$400,000.00
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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
					\$0.00
					\$0.00
Non-Standard Calculation					
					\$0.00
Total Salaries/Labor					\$0.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
Non-Standard Calculation					
					\$0.00
Total Travel					\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
Non-Standard Calculation					
					\$0.00
Total Equipment					\$0.00

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total

\$0.00
\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

\$0.00

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
Construction Contract	1.00	\$39,096.81	\$39,096.81

\$0.00

\$0.00

\$0.00

Non-Standard Calculation

Total Other **\$39,096.81**

Subtotal Direct Costs **\$39,096.81**

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$39,096.81	\$0.00

Total Coop. Indirect Costs **\$0.00**

TOTAL COST **\$39,096.81**

WORKSHEET FOR

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

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
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
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Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation				

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

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
Construction (State Funds)	1.00	\$200,000.00	\$200,000.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other	\$200,000.00
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Subtotal Direct Costs	\$200,000.00
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TOTAL COST	\$200,000.00
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