

Assessor's Parcel Number: N/A

Date: AUGUST 25, 2015

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00021130201508686490240242

KAREN ELLISON, RECORDER

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT #2015.178

(Title of Document)

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

This Agreement (hereinafter the "Agreement") is entered into on May 01, 2015 between the Douglas County, NV (hereinafter "The County") and the South Tahoe Public Utility District (hereinafter "STPUD") (each a "Party" and collectively the "Parties") at South Lake Tahoe, California, with reference to the following facts and intentions:

- A. The United States Forest Service (hereinafter the "USFS") has provided grant funds under Grant Agreement No. 15-DG-11052012-128 (hereinafter "Grant Agreement") to STPUD in the amount of \$28,588 to manage and implement a project titled Lake Tahoe Community Fire Prevention Partnership, (the "Project") that is more fully described in the grant application attached hereto as Exhibit A and incorporated by reference herein as fully set forth;
- B. The Grant Agreement requires that STPUD administer the funds and partner with the sub-recipient to administer and implement a portion of the project described above;
- C. The County has the necessary capabilities and resources to implement the Project as required by the terms of the grant; and
- D. The Parties wish to document the terms and conditions of the duties associated with these grant funds.

In reliance upon the recitals set forth above, and in consideration of the mutual promises herein exchanged, the Parties agree as follows:

1. **STPUD Obligations.** Pursuant to the terms of this Agreement, STPUD agrees:
 - A. To administer the Grant Agreement, attached hereto and incorporated by reference herein, as is fully set forth in a manner consistent with the terms of the Grant Agreement.
 - B. To process reimbursement requests in accordance with the Grant Agreement requirements and in the amounts set forth in the application budget, which budget is attached hereto as Exhibit B and incorporated herein by reference."
 - C. To oversee the progress of the Program in accordance with the Grant Agreement requirements.
 - D. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the Agreement.
 - E. To timely disburse funds to The County.
 - F. To furnish a Grant Contact to carry out the duties for the STPUD as described above. Initially, STPUD's Grant Contact will be:

Lynn Nolan


DOUGLAS COUNTY
CLERK
DEPUTY

2015 AUG 25 AM 9:52

49
2015/1/28

FILED

STPUD Grants Coordinator
1275 Meadow Crest Dr.
South Lake Tahoe, CA 96150
530-543-6215
lnolan@stpud.dst.ca.us

- G. To provide copies of all documentation produced to satisfy the Grant Agreement requirements.
- H. STPUD shall be required to fulfill its obligations under this Agreement only if or to the extent that the funds described in the Grant Agreement are actually provided to STPUD by the USFS. In the event such funds are not provided, or cease to be provided, this Agreement shall automatically terminate.

2. The County Obligations. Pursuant to the terms of this Agreement, **The County** agrees:

- A. To cooperate with STPUD as reasonably required to carry out the purposes of this Agreement.
- B. To complete all applicable Federal and State Environmental Documentation, as required, and obtain and retain in effect for the duration of this Agreement all governmental licenses and permits required for completion of the Project.
- C. To implement necessary work items for the Project as described in the application in Exhibit A.
- D. To provide the deliverables associated with the Project, as described in the application in Exhibit A.
- E. To invoice STPUD for its services, as described in section 1, in accordance with the Grant Agreement requirements and no more frequently than monthly. The County may invoice STPUD for costs associated with the Scope of Services incurred from the date of execution of the Grant Agreement. In no case shall compensation for services rendered under this Agreement exceed \$28,588. The County understands it must provide a match amount equal to \$28,588.
- F. To comply with the provisions of the Grant Agreement when administrating the Project.
- G. To furnish a Contract Administrator who will be responsible for assuring that the duties described in this Agreement are carried out. Initially, The County's Contract Administrator will be:

Nick Charles
Douglas County Public Works
1120 Airport Road, Building F2
Minden, NV 89423
775-782-6274

3. Term.

- A. The performance period of this Agreement shall be from May 1, 2015 through April 30, 2017.
- B. This Agreement may be terminated by either party, only based on breach of the applicable sections 1 and 2 above, if the breaching party does not cure any breach within sixty (60) days of the non-breaching party's written notice of intent to terminate, delivered to the business address of the breaching party."

4. General Provisions.

- C. The County and STPUD shall mutually hold harmless, indemnify and defend each other and their officers, agents and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officers or employees.
- D. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.
- E. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement..
- F. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.
- G. Any dispute over the interpretation, implementation, or terms of this Agreement, should it not be resolved among the Parties, shall be resolved by binding arbitration between the parties under the California Arbitration Act (Code of Civil Procedure Section 1280 *et*

seq). Any such arbitration shall be conducted in South Lake Tahoe, California. If the parties cannot agree on an arbitrator, one will be selected by Judge Suzanne Kingsbury of the El Dorado County Courts, or her successor.

- H. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- I. To retain or caused to be retained for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the for a period of twenty-three (23) years from the date of submittal of the final invoice.
- J. All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail (postage prepaid, registered, or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the party to whom the notice is directed at the address of such party as follows:

TO: STPUD

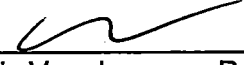
Lynn Nolan
STPUD
1275 Meadow Crest Dr.
South Lake Tahoe, CA 96150
lnolan@stpud.dst.ca.us

TO: DOUGLAS COUNTY, NV

Nick Charles
Douglas County Public Works
1120 Airport Road, Building F2
Minden, NV 89423
NCharles@co.douglas.nv.us

In witness whereof, the Parties have executed this Agreement on the day and year and at the place first written above.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

BY: 
Randy Vogelgesang, President of the Board

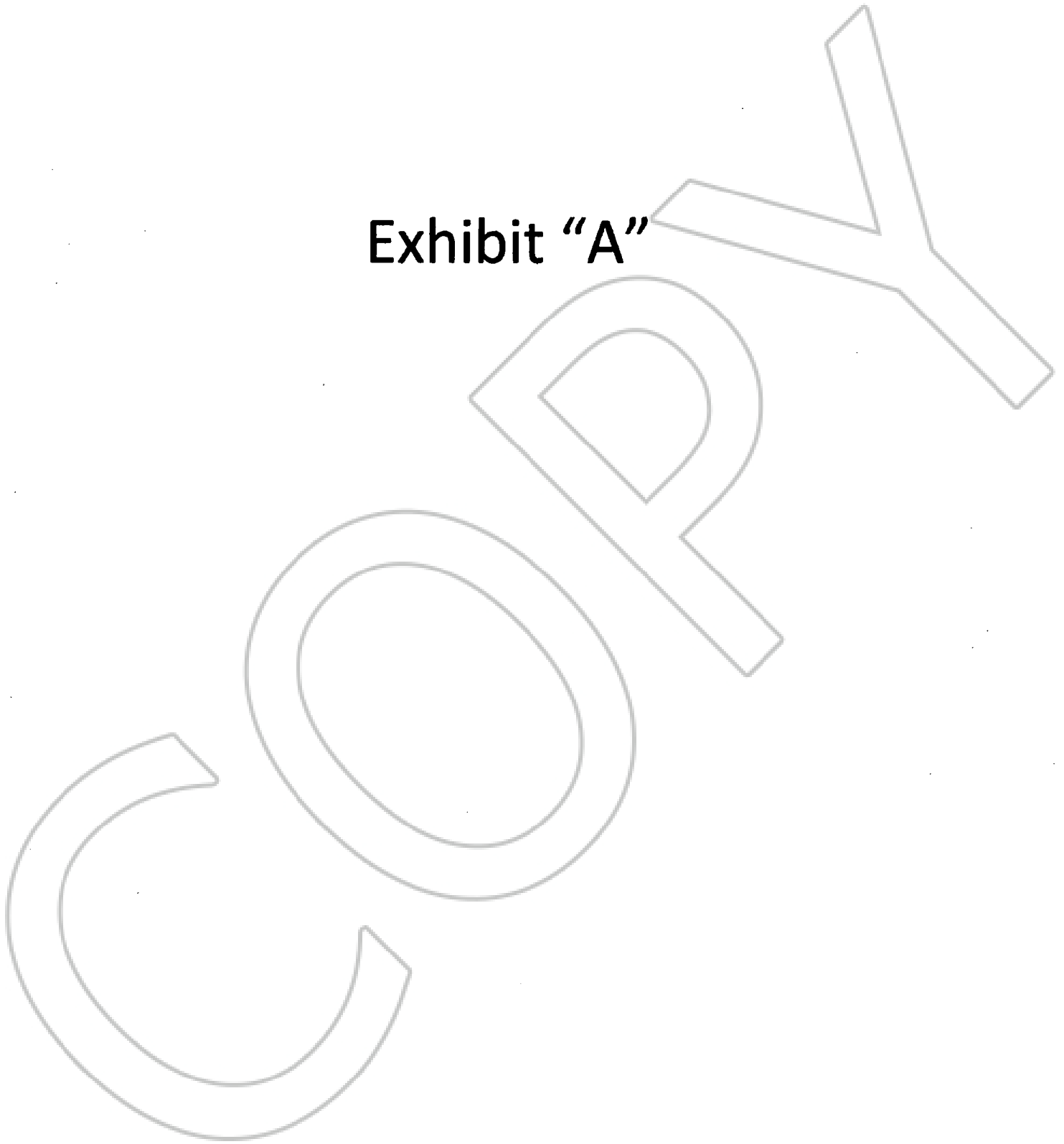
DATED: 7-30-15

DOUGLAS COUNTY, NV

BY: 

DATED: 8/20/15

Exhibit "A"



**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 15-DG-11052012-128
Between
SOUTH TAHOE PUBLIC UTILITY DISTRICT
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION
FIRE AND AVIATION MANAGEMENT**

Project Title: FY15 Lake Tahoe Community Fire Protection Projects

Upon execution of this document, an award to South Tahoe Public Utility District, hereinafter referred to as "STPUD," in the amount of **\$1,000,000**, is made under the authority of the Cooperative Forestry Assistance Act of 1978, PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114, as amended. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10.664 Cooperative Forestry Assistance. South Tahoe Utility District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated May 5, 2015, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 50%, which your organization has agreed to meet, as shown in the attached application, financial plan and narrative.

The financial status and program performance reporting requirements are covered in administrative provisions K and L, respectively. Send all program accomplishment reports to Trudie Mahoney whose contact information is listed in provision B, Principal Contacts. All financial reports shall be sent to Wendy Yun whose contact information is also listed in provision B.

Financial reports are due quarterly. The first financial report shall cover activity from May 1, 2015 – September 30, 2015, and is due to the U.S. Forest Service by October 30, 2015.

Program performance reports are due semi-annually. The first performance report covers activity from May 1, 2015 – December 31, 2015, and is due to the U.S. Forest Service by January 30, 2016.

If the grant expires in the middle of the standard reporting period, an interim financial report and/or performance report covering activity from the beginning of that reporting period through the grant termination date is due to the U.S. Forest Service 30 days after the grant expires. Final reports covering activity for the entire grant period are due within 90 days after the grant expiration date.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are



subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site:
<http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at Wendy Yun, Fire and Aviation Management, (707) 562-8928.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** STPUD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Lynn Nolan Grants Coordinator 1275 Meadow Crest Drive South Lake Tahoe, CA 96150 Telephone: (530) 543-6215 FAX: (530) 541-4326 Email: lnolan@stpud.dst.ca.us	Lynn Nolan Grants Coordinator 1275 Meadow Crest Drive South Lake Tahoe, CA 96150 Telephone: (530) 543-6215 FAX: (530) 541-4326 Email: lnolan@stpud.dst.ca.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Trudie Mahoney Assistant Director USDA Forest Service, Region 5 Fire and Aviation Management 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-9184 FAX: (707) 562-9048 Email: tmahoney@fs.fed.us	Wendy Yun Business Management Specialist USDA Forest Service, Region 5 Fire and Aviation Management 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8928 FAX: (707) 562-9048 Email: wyun@fs.fed.us

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)**. STPUD 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 award term(s). For purposes of this award, 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.
- D. **REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE**. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

The Program Manager reserves the right to request additional information prior to approving a payment.


The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): asc_ga@fs.fed.us	Wendy Yun
FAX: 877-687-4894	Business Management Specialist
POSTAL: Albuquerque Service Center	USDA Forest Service, Region 5
Payments – Grants & Agreements	Fire and Aviation Management
101B Sun Ave NE	1323 Club Drive
Albuquerque, NM 87109	Vallejo, CA 94592
	Telephone: (707) 562-8928
	FAX: (707) 562-9048
	Email: wyun@fs.fed.us

- E. **PRIOR WRITTEN APPROVAL**. STPUD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- F. **MODIFICATIONS**. Modifications within the scope of this award 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 Forest Service is not obligated to fund any changes not properly approved in advance.
- G. **PERIOD OF PERFORMANCE**. This agreement is executed as of the date of the Forest Service signatory official signature.

The start date of this award is **05/01/2015**, pre-award costs are authorized pursuant to 2 CFR 200.458.

The end date, or expiration date is **04/30/2017**. This instrument may be extended by a properly executed modification. See *Modification Provision F*.

- H. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award as of the last date written below.



RICHARD SOLBRIG, General Manager
South Tahoe Public Utility District

06/05/15
Date

SHAWNA LEGARZA, Director
U.S. Forest Service, Pacific Southwest Region
Fire and Aviation Management

Date

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



SUWANNEE MILBURN
Forest Service Grants Management Specialist

06/05/15
Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. **COLLABORATIVE ARRANGEMENTS.** Where permitted by terms of the award and Federal law, STPUD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. **FOREST SERVICE LIABILITY TO THE RECIPIENT.** The United States shall not be liable to STPUD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by STPUD or any third party.
- C. **NOTICES.** Any notice given by the Forest Service or STPUD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To STPUD, at the address shown in the award or such other address designated within the award.

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

- D. **SUBAWARDS.** STPUD shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. **USE OF FOREST SERVICE INSIGNIA.** In order for STPUD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify STPUD when permission is granted.
- F. **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 award, or benefits that may arise therefrom, either directly or indirectly.
- G. **TRAFFICKING IN PERSONS.**
1. Provisions applicable to a Recipient that is a private entity:
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:

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

4. Definitions. For purposes of this award term:
- a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

H. DRUG-FREE WORKPLACE.

- 1. STPUD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions STPUD will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify STPUD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. STPUD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. STPUD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after STPUD learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, STPUD must either
- a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. **ELIGIBLE WORKERS.** STPUD 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). STPUD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- J. **FINANCIAL STATUS REPORTING.** A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.
- K. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

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

Semi-annual reporting periods cover January 1 – June 30 and July 1 – December 31 for each calendar year. The first performance report shall cover activity from the beginning of the grant award through December 31, 2015, and is due to the U.S. Forest Service by January 30, 2016.

If the grant expires before the end of a standard reporting period, an interim report describing activity since the last full reporting period through the expiration of the grant shall be submitted within 30 days of the grant expiration date. The final report shall cover activity for the entire grant period and is due no later than 90 days after the grant expires.

- L. **NOTIFICATION.** STPUD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- M. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to award 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 315(e).

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 (2009 Farm Bill).

- N. **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.
- O. **PUBLIC NOTICES.** It is Forest Service's policy to inform the public as fully as possible of its programs and activities. STPUD is encouraged to give public notice of

the receipt of this award and, from time to time, to announce progress and accomplishments.

STPUD may call on Forest Service's Office of Communication for advice regarding public notices. STPUD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- P. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds biannually and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The biannual report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 90 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- Q. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** STPUD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- R. **COPYRIGHTING.** STPUD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for

federal government purposes. This right shall be transferred to any sub-awards, sub-awards or subcontracts.

This provision includes:

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

- S. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** STPUD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

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

“This institution is an equal opportunity provider.”

- T. **AWARD CLOSEOUT.** The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to STPUD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the 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.

- U. **TERMINATION.** This award may be terminated, in whole or part pursuant to 2 CFR 200.339.

- V. **DISPUTES.**

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish STPUD a written copy of the decision.

2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, STPUD appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
 3. In order to facilitate review on the record by the Director, AQM, STPUD shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
 4. A decision under this provision by the Director, AQM is final
 5. The final decision by the Director, AQM does not preclude STPUD from pursuing remedies available under the law.
- W. **DEBARMENT AND SUSPENSION.** STPUD shall immediately inform the 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 STPUD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

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

1. **Entity** means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. **Executive** means officers, managing partners, or any other employees in management positions.

3. **Subaward:**

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

END OF ATTACHMENT B: 2 CFR PART 170

Exhibit "B"

COPY

2015 Funding
DOUGLAS COUNTY PUBLIC WORKS
PROJECT TIMELINE AND SCOPE OF
WORK FOR
Lake Water System Improvements

Applicant:

Douglas County
P.O. Box 218
Minden, NV 89423 Personnel:
Project Oversight/Engineer
Carl Ruschmeyer, Public Works Director 775-782-6227

Project Manager and Coordinator/Engineer
Ron Roman, Engineering Manager 775-782-6239

Environmental Document Coordinator

Grants Application Coordinator
Lynn Nolan 530-543-6215

Project Description and Scope of Work:

Lake Water Systems Preliminary Engineering Report: Douglas County, Nevada owns and operates the Zephyr, Skyland, Cave Rock, and Uppaway water systems on the east shore of Lake Tahoe. While the County has made progress in correcting more system deficiencies since acquiring the systems, the water systems were constructed more than 50 years ago and require significant upgrades and improvements. Undersized distribution piping and inadequate flow are widespread issues in portions of the water systems. At the March 20, 2014 Douglas County Board of County Commissioners meeting, the Board voted to direct staff to complete a preliminary engineering report (PER) for these water systems. The preliminary engineering report will evaluate alternatives for each of the water systems to address the capital needs to replace aging, failing, inadequate, and functionally obsolete facilities and to provide a basis for future discussions on how to fund the capital improvements. A major component of this evaluation is to identify and prioritize major deficiencies related to providing adequate fire flow. This effort will utilize a hydraulic water model to evaluate deficiencies and piping scenarios to determine how to most efficiently improve water delivery for fire protection.

Through a formal Request for Proposal process, Douglas County Public Works' engineering staff selected HDR Engineering to complete the project. A Scope of Work was developed that will consider the following items for each water system:

1. Existing facilities
2. Needs for the project

3. Water system modeling (including fire flow delivery)
4. Analysis of alternatives (including fire flow delivery)
5. Selection of an alternative (including fire flow delivery)
6. Proposed project (recommended alternative, including fire flow delivery)

The cost to complete the preliminary Engineering Report per system is shown in the following table.

Preliminary Engineering Report Cost Allocation – Water System

Water System	Estimated Cost
Zephyr Water Utility District	\$67,630
Cave Rock	\$35,117
Skyland	\$35,117
Uppaway	\$61,859
Total Project Costs	\$199,723

Budget Narrative: Douglas County Public Works intends to use fiscal year 2015 funding for hydraulic modeling, alternatives analysis, selection of an alternative, and proposed project tasks for fire flow for a total of \$57,176, with match requirement. These costs are professional engineering fees that occur after May 1, 2015.

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25th day of April, 2015

By [Signature] Deputy

