

Assessor's Parcel Number: N/A

Date: AUGUST 15, 2017

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

INTERGOVERNMENTAL GRANT
ADMINISTRATION AGREEMENT #2017.151
(Title of Document)

INTERGOVERNMENTAL GRANT ADMINISTRATION AGREEMENT

This Agreement (hereinafter the "Agreement") is entered into on May 01, 2017 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. 17-DG-11052012-140 (hereinafter "Grant Agreement") to STPUD in the amount of \$25,989 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:

DOUGLAS COUNTY
CLERK
DEPT

2017 AUG 15 PM 3:05

NOV 20 2017 7:151

FILED

Lynn Nolan
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 \$25,989. The County understands it must provide a match amount equal to \$25,989.
- 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.

3. Term.

- A. The performance period of this Agreement shall be from May 1, 2017 through April 30, 2019.
- 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: 7-6-17

DOUGLAS COUNTY, NV

BY: 
Lawrence A. Werner, County Manager

DATED: 8/11/17

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 17-DG-11052012-140
Between The
SOUTH TAHOE PUBLIC UTILITY DISTRICT
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION
FIRE AND AVIATION MANAGEMENT**

Project Title: FY17 Priority Allocation - 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 **\$500,000.00**, 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 Public Utility District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated March 29, 2017, 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, 2017 – June 30, 2017, and is due to the USDA Forest Service by July 30, 2017.

Program performance reports will be submitted quarterly through December 31, 2017 and then semi-annually. The first performance report covers activity from May 1, 2017 – June 30, 2017, and is due to the USDA Forest Service by July 30, 2017.

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 USDA 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: www.ecfr.gov. 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: EMAIL (preferred): asc_ga@fs.fed.us FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Send a copy to: Wendy Yun, wyun@fs.fed.us
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- 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 **05/01/2017**.
 The end date, or expiration date is **04/30/2019**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- 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

3-31-17

Date



CHRISTIAN SCHOW, Acting Director
USDA Forest Service, Pacific Southwest Region
Fire and Aviation Management

4/3/17

Date

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



CONSTANCE ZIPPERER
Forest Service Grants Management Specialist

31 March 2017

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, STPUD 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. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. 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.
 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) 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.
 4. If the Government determines that the recipient is not in compliance with this award provision, it,
 - a. 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

- b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- J. 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.
- K. 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.
- L. 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.

Additional pertinent information: The first seven months of the grant will be reported quarterly for the periods ending June 30, September 30, and December 31. After that, semi-annual reporting periods will 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 June 30, 2017, and is due to the USDA Forest Service by July 30, 2017.

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.

- M. 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.

- N. 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).

- O. 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.
- P. 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.

- Q. 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.

- R. 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.
- S. 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.

- T. 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.”

- U. 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.

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

- W. 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.

- X. 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.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

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

2017 Funding
DOUGLAS COUNTY PUBLIC WORKS
PROJECT TIMELINE AND SCOPE OF
WORK FOR
Zephyr Water Treatment Plant Surge Protection and
Uninterruptible Power Supply (UPS)

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
Nick Charles 775-782-6274

Environmental Document Coordinator

Grants Application Coordinator
Lynn Nolan 530-543-6215

Project Description and Scope of Work:

Douglas County recently completed Preliminary Engineering Reports (PER's) for the Zephyr Water System, Cave Rock and Skyland Water System, and Uppaway Water System. The objectives of the PER's are to:

- Identify water system deficiencies
- Develop and compare project alternatives to address those deficiencies
- Identify and evaluate environmental impacts of the project alternatives
- Prioritize recommended alternatives
- Provide preliminary costs for the recommended project alternatives

The PER's evaluated compliance with fire flow requirements in all water systems, and found that increases in both fire flow capacity and storage are needed to meet the fire code requirements. In general, the majority of the water pipes in the systems are undersized to meet current fire code requirements. The PER's also identified needed improvements to electrical controls to improve system reliability. The PER's will serve as a roadmap as water pipes are replaced.

The proposed project includes the following improvements to the Zephyr Water Treatment Plant electrical system:

- Installation of surge protection devices to the electrical service switchboard and to each of the two low voltage panelboards, 3 units total.
- Installation of an uninterruptible power supply (UPS) in the electrical room to serve the TESCO control panel and 2 ozone control panels.
- Install a UPS power supply in the water treatment plant treatment room to serve the two UV control panels
- Replace heavy duty diesel starting batteries for the standby generator in the Zephyr water treatment plant.

Implementation of these features will protect control systems during lightning storms, reduce plant shutdowns, and improve system reliability to supply water.

Budget Narrative:

Douglas County intends to use fiscal year 2017 fire partnership funding, specifically for line item g, construction at \$51,978 for a total of \$25,989 in grant funding and \$25,989 match contribution.

Project Schedule:

The County plans to initiate engineering design and permitting in second and third quarters of 2017, and construct the project in the fourth quarter of 2017 and first quarter of 2018. Construction is planned for the non-peak winter months.

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. FS Cooperative Fire	10.664	\$	\$	\$ 25,989.00	\$ 25,989.00	\$ 51,978.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 25,989.00	\$ 25,989.00	\$ 51,978.00

SECTION B - BUDGET CATEGORIES

GRANT PROGRAM, FUNCTION OR ACTIVITY

6. Object Class Categories	(1) FS Cooperative Fire	(2) Applicant Match	(3)	Total (5)	
	a. Personnel	\$ 0.00	\$	\$	\$
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual					0.00
g. Construction	25,989.00	25,989.00			51,978.00
h. Other Project Inspection Fees	0.00	0.00			0.00
i. Total Direct Charges (sum of 6a-6h)	25,989.00	25,989.00	0.00		51,978.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6l and 6j)	\$ 25,989.00	\$ 25,989.00	\$ 0.00	\$ 0.00	\$ 51,978.00
7. Program Income	\$	\$	\$	\$	0.00

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Forest Service Cooperative Fire Program	\$ 25,989.00	\$ 0.00	\$ 0.00	\$ 25,989.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$ 25,989.00	\$ 0.00	\$ 0.00	\$ 25,989.00

SECTION D - FORECASTED CASH NEEDS

	FUTURE FUNDING PERIODS (Years)				
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 25,989.00	\$ 0.00	\$ 0.00	\$ 12,994.00	\$ 12,995.00
14. Non-Federal	25,989.00	0.00	0.00	12,994.00	12,995.00
15. TOTAL (sum of lines 13 and 14)	\$ 51,978.00	\$ 0.00	\$ 0.00	\$ 25,988.00	\$ 25,990.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Forest Service Cooperative Fire Program	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: _____ 22. Indirect Charges: _____

23. Remarks: _____

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

Douglas County

PR/AWARD NUMBER OR PROJECT NAME

2017 Lake Tahoe Fire Partnership

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Lawrence A. Werner, County Manager

SIGNATURE(S)

DATE

8/11/17

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

15th day of August, 2017
By [Signature] Deputy