

Recorder's Office Cover Sheet

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Department: PUBLIC WORKS



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____



FS Agreement No. 20-PA-1105019-024

Cooperator Agreement No. _____ **FILED**

NO. 2020.177

10-5-20
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

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

BY [Signature] DEPUTY

This PARTICIPATING AGREEMENT is hereby entered into by and between Douglas County, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

Background: The Lake Tahoe Restoration Act (LTRA) Priority List, Environmental Improvement Program, Federal Fiscal 2020, is comprised of several categories and subcategories of restoration projects. Within the Forest Health and Fire Protection category and Water Infrastructure Upgrades for Fire Protection sub-category are several priority projects, including the Cave Rock Fire Protection Water Infrastructure Phase 1, hereinafter referred to as the "Cave Rock," project.

The Cave Rock water system was constructed in phases between 1936 to the late 1960's to provide water to a small number of residential homes that were planned for the area. The pipe used was thin walled steel coated with an asphaltic wrapping, ranging in size from 2" to 8" in diameter. This material is obsolete and does not meet current NSF and AWWA standards for water systems. In addition, poor and improper installation methods have resulted in the premature failure of the pipes due to leaks caused by corrosion and water hammer. There are approximately 272 parcels with structures in the Cave Rock water service area and the water system could be used for protection of surrounding wildland primarily owned by the U.S. Forest Service.

The Cave Rock water system is currently failing catastrophically due to deterioration of the pipe. During firefighting, pumping water has the potential to create a negative pressure in the pipes in various segments of the water system. This negative pressure has the potential to collapse pipes.

The current water system at Cave Rock has failed during routine hydrant testing and would not likely support firefighting operations. Water modeling has identified significant fire flow and



water pressure deficiencies throughout the water system. This situation places the residents and the fragile surrounding environment at high risk.

The Cave Rock community is located on steep slopes with a single road for ingress and evacuation. The system will not currently provide adequate fire flow for structure protection. The Cave Rock community is also surrounded by U.S. Forest Service lands, including the Lincoln Inventoried Roadless Area. A wildland fire could cause environmental damage like that from other significant fires such as the 2007 Gondola Fire; 2007 Angora Fire; or 2016 Emerald Fire with the additional note that the Cave Rock community is located at the base of a large slope from which a wildland fire could grow quickly.

The repair and replacement of the Cave Rock water system water lines is the highest priority for fire flow improvement. An upgrade of the system will improve firefighting capability and protect life, property, and the fragile environment of the Lake Tahoe Basin. The County and U.S. Forest Service are partnering to accomplish this phase of the Cave Rock project.

Title: VEG - NFHFLT20 - FIRE PROTECTION WATER INFRASTRUCTURE —

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to construct Phase 1 of the Cave Rock project in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A. In specific, the physical construction activities will include:

- Construction of the water line and all appurtenance and other work necessary to replace the water line and provide a functioning water system.
- Approximately 7,400 feet of water line exists within the Phase 1 project area. The actual number of feet to be replaced and actual cost per foot will be determined in the future based on actual project design and contractor bids.
- Construction of the waterline includes bid items such as mobilization/demobilization, trenching, erosion control, materials (such as piping, valves, and fire hydrants), and actual construction.
- The urban water delivery infrastructure will be upgraded, rather than replaced in kind, to improve conveyance systems to restore and modernize water delivery and the firefighting capability of local government within the Lake Tahoe Basin.

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

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Douglas County owns and manages the primary water infrastructure providing water and fire protection to developed parcels within the wildland urban interface (WUI) just south of Cave Rock Historical Landmark in proximity to Highway 50 and Cave Rock Road. U.S.



Forest Service Forest System Lands, including urban lots, are located within and adjacent to this water infrastructure.

MUTUAL BENEFITS:

The County is interested in restoring and modernizing the existing, aging water infrastructure. The U.S. Forest Service is interested in collaborating on municipal water infrastructure that significantly improves the firefighting capability of local government within the Lake Tahoe Basin.

DOUGLAS COUNTY BENEFITS:

The County completed a preliminary engineering report (PER) to evaluate system deficiencies, evaluate alternative solutions, and prioritize recommended improvements. The PER identified the Cave Rock water system distribution lines as a high priority for replacement due to the consequences of failure, frequent repair history, and to improve fire protection and firefighting capability.

The Cave Rock project will improve water delivery and fire protection for 272 parcels with structures in the high priority Cave Rock water service area; the repaired and replaced system will provide adequate fire flow for structure protection.

U.S. FOREST SERVICE BENEFITS:

The Cave Rock project will achieve the principle objective of improving the firefighting capability of local government in the area, including on U.S. Forest Service urban lots and adjacent Forest System Lands. Implementation of the project will result in tangible and demonstrable benefits to Forest System lands within and adjacent to the project area in the event of structural or wildland fires by increasing the ability to protect natural resources and reducing negative environmental impacts of unplanned ignitions. The expenditure is in the public interest because the project improves public safety and the protection of natural resources.

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

III. Cooperator SHALL:

- A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. USE OF FUNDS. The County shall use funding from this agreement on municipal water infrastructure, specifically, the Cave Rock project. The cooperator is responsible for development and approval of all construction and related plans and for obtaining all required Federal, State, and local permits for the project.



Funds will be used for construction of Phase 1 of the project, which will include construction of the water line and all appurtenance and other work necessary to replace the water line and provide a functioning water system. Construction of the waterline includes bid items such as mobilization/demobilization, trenching, erosion control, materials (such as piping, valves, and fire hydrants), and actual construction.

The Phase 1 project area generally includes Winding Way/Crane Court, Pheasant Lane, Wren Circle, Robin Circle, Lark Circle, Chukkar Drive, and Gull Court. The general location of proposed improvements is shown on Exhibit B.

Future phases of the project will replace water lines and water system infrastructure throughout other areas of the water system. The general location of future improvements is shown on Exhibit C.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$500,000.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of County's **quarterly** invoice. Each invoice from County shall display the total project costs for the billing period, separated by U.S. Forest Service and County share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:



EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

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

Send a copy to: USDA Forest Service
c/o Victor Lyon
35 College Drive
South Lake Tahoe, CA 96150.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

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

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Ron Roman P.O. Box 218 Minden, NV 89423 775-782-6239 FAX: 775-782-6266 rroman@douglasnv.us	Caroline Chieffo P.O. Box 218 Minden, NV 89423 775-783-6451 FAX: 775-782-6271 cchieffo@douglasnv.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Victor Lyon Vegetation Staff Officer 35 College Drive South Lake Tahoe, CA 96150 (530) 543-2625 FAX: (530) 543-2693 victor.lyon@usda.gov	Lisa Lynch Budget officer 35 College Drive South Lake Tahoe, CA 96150 (530) 543-2829 FAX: (530) 543-2693 lisa.lynch@usda.gov
U.S. Forest Service Administrative Contact	



ANGELA O. CABADA
Grants Management Specialist
1323 Club Drive
Vallejo, CA 94592
707-562-8971
Angela.cabada@usda.gov

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds County has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
 - To County, at the address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.



- E. **ENDORSEMENT.** Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.
- F. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the County when permission is granted.
- G. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT.** The County agree(s) that any of County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as County hereby willingly agree(s) to assume these responsibilities.

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program](#)



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

- J. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- L. STANDARDS FOR FINANCIAL MANAGEMENT.
1. **Financial Reporting**
The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 2. **Accounting Records**
The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
 3. **Internal Control**
The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds



received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

5. Advance Payments

When applicable, County shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by County must be expended within 30 days of receipt.

M. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **\$500,000.00** are currently available for performance of this agreement through **December 31, 2022**. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

N. INDIRECT COST RATES- PARTNERSHIP

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

1. If County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, County shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from County's cognizant audit agency no later than 3 months after the effective date of the agreement. County will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the



agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- O. OVERPAYMENT. Any funds paid to County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by County to the U.S. Forest Service:

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

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

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

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

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

Any unobligated balance of cash advanced to County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.



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

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

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

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

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

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

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



- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All 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.
- U. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:
- "The Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture"
- The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County' established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by County or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;



3. Wholly or partly suspend or terminate the current agreement for County's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

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

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

Upon termination of an agreement, County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Z. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will



adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

BB. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

CC. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 31, 2022** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

DD. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are



authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

Sep 3, 2020

PATRICK CATES, County Manager
Douglas County, Nevada

Date

DANELLE HARRISON

Digitally signed by DANELLE HARRISON
Date: 2020.09.11 10:40:25 -07'00'

DANELLE D. HARRISON, Acting Forest Supervisor
U.S. Forest Service, Lake Tahoe Basin Management Unit

Date

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

ANGELA CABADA

Digitally signed by ANGELA CABADA
Date: 2020.08.31 11:29:00 -07'00'

ANGELA O. CABADA
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

Scope of Work, Agreement 20-PA-11051900-024

Project: Cave Rock Fire Protection Water Infrastructure Phase 1 project

Maps: See Attachment B and Attachment C. This project will focus on municipal water infrastructure restoration actions adjacent to National Forest System lands (NFS). Exhibit C also shows future phases of the Cave Rock Fire Protection Water Infrastructure project. Exhibit D shows land ownership in the Phase 1 project area.

Implementing Agency: Douglas County is the implementing agency. This project is a Lake Tahoe Restoration Act, Priority List, Environmental Improvement Program, Federal Fiscal 2020 project.

Project Description:

The primary objective of the project is to improve water distribution systems and the firefighting capability of local government in the Lake Tahoe Basin.

Phase 1 of the project will include replacement of failing water lines and water system infrastructure that have reached the end of their useful life. The Phase 1 project area generally includes Winding Way/Crane Court, Pheasant Lane, Wren Circle, Robin Circle, Lark Circle, Chukkar Drive, and Gull Court.

The general location of proposed improvements is shown on Exhibit B. Future phases of the project will replace water lines and water system infrastructure throughout other areas of the water system. The general location of future improvements is shown on Exhibit C. This water infrastructure is in an urban area, a neighborhood setting, surrounded by a wildland environment with a direct impact to NFS lands, including USFS urban lots.

Phase 1 is expected to be implemented during construction season in 2021 and completed by December 31, 2022.

The water infrastructure is generally located under or on paved streets and urban lots. Work is not anticipated on NFS lands. Douglas County will be responsible for directing the work of contractor(s) to ensure their work is meeting contract standards.

Project funding:

There is approximately 7,400 feet of water pipe within the Phase 1 project area, with an estimated replacement cost of approximately \$440/foot for the water pipe, appurtenances and all work to provide a functioning water system. This agreement provides funding for this work. The actual number of feet to be replaced and actual cost per foot for projects implemented will be determined in the future based on actual project design and contractor bids. It is anticipated that additional projects may be funded in the future under the agreement.

Matching funds demonstrated in the Financial Plan are funds from the Douglas County Water Utility Fund Capital Reserves (revenue from monthly customer rates).

Attachment: **A**

USFS Agreement No.: **20-PA-11051900-0024**
Cooperator Agreement No.:

Mod. No.:

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

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind		
Direct Costs						
Salaries/Labor	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$1,000,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$2,700.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$1,002,700.00
Coop Indirect Costs		\$0.00	\$0.00			\$0.00
FS Overhead Costs	\$324.00					\$324.00
Total	\$3,024.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$1,003,024.00
Total Project Value:						\$1,003,024.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	50.15% (f)
Total Cooperator Share (c+d) ÷ (e) = (g)	49.85% (g)
Total (f+g) = (h)	100.00% (h)

WORKSHEET FOR

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

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Project Manager		\$500.00	3.00	\$1,500.00
Contracting Officer's Representative		\$400.00	3.00	\$1,200.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor **\$2,700.00**

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

Non-Standard Calculation

Total Travel **\$0.00**

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

Non-Standard Calculation

Total Equipment **\$0.00**

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

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
None				\$0.00

Non-Standard Calculation

Total Printing

\$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs **\$2,700.00**

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
12.00%	\$2,700.00	\$324.00

Total FS Overhead Costs **\$324.00**

Current Overhead Rate

TOTAL COST **\$3,024.00**

WORKSHEET FOR

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

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
Non-Standard Calculation					
Total Salaries/Labor					\$0.00

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

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

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Construction Contract		1.00	\$500,000.00		\$500,000.00
					\$0.00
Non-Standard Calculation					
Total Supplies/Materials					\$500,000.00

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

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

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Other				\$0.00
--------------------	--	--	--	---------------

Subtotal Direct Costs	\$500,000.00			
------------------------------	---------------------	--	--	--

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$500,000.00		\$0.00

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

Current Overhead Rate AND INCLUDEING DEMINIMUSIS IS HERE WAIVED BY THE PARTNER

TOTAL COST	\$500,000.00
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WORKSHEET FOR

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

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$0.00

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

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

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Construction Contract	1.00	\$500,000.00		\$500,000.00
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials				\$500,000.00

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

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

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Other				\$0.00
--------------------	--	--	--	--------

Subtotal Direct Costs				\$500,000.00
------------------------------	--	--	--	---------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$500,000.00			\$0.00

Total Coop. Indirect Costs				\$0.00
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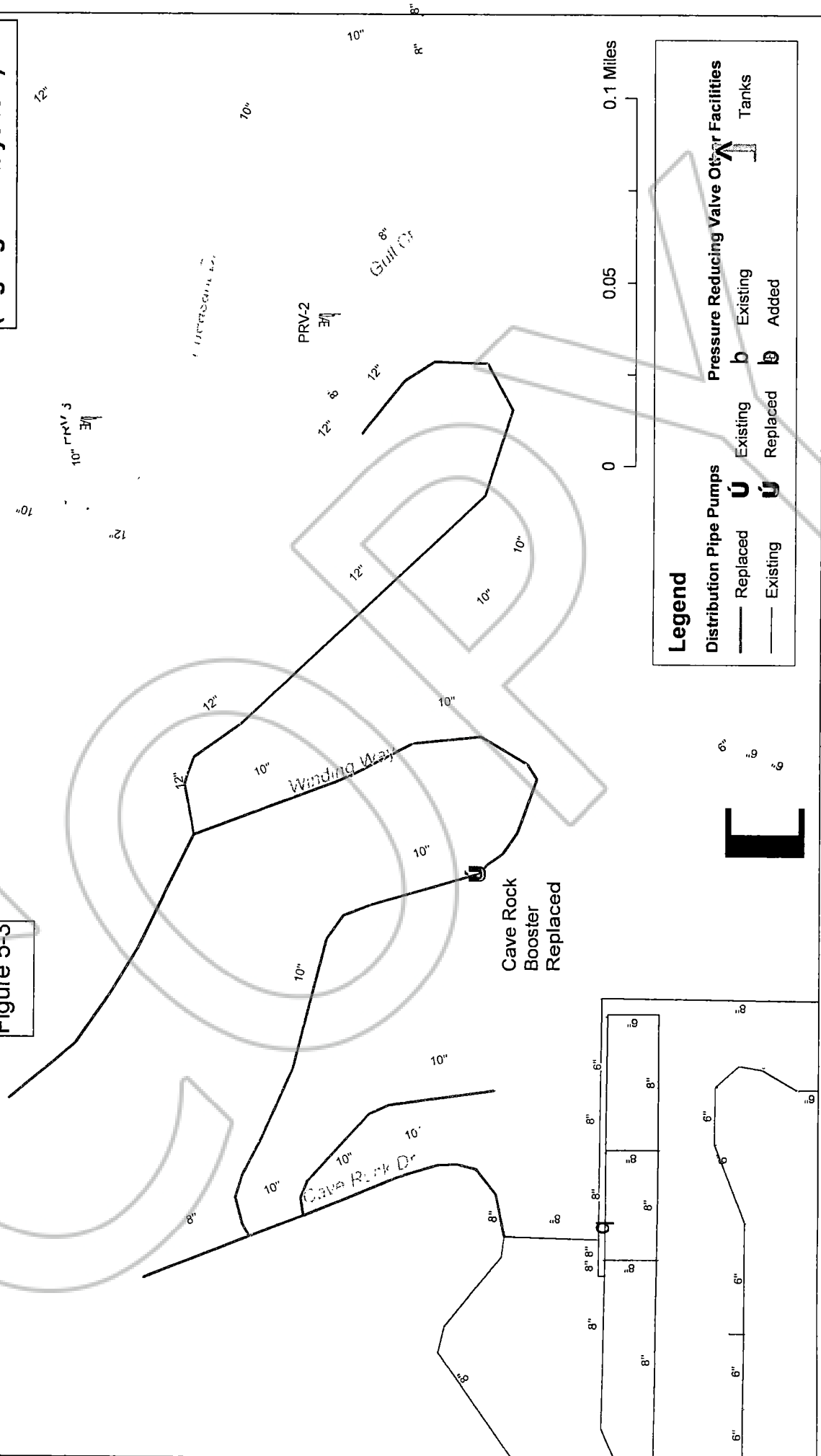
Current Overhead Rate

TOTAL COST				\$500,000.00
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Alternative 1: Cave Rock Zone B1 Improvements

Figure 5-3

EXHIBIT B. Phase 1
Proposed Improvements
(highlighted in yellow)



Legend

Distribution Pipe Pumps

- Replaced (thick line)
- Existing (thin line)

Pressure Reducing Valve Other Facilities Tanks

- Existing (circle with 'U')
- Replaced (circle with 'U' and border)
- Added (circle with 'U' and border)

Alternative 1: Cave Rock Zone C1 Improvements

Figure 5-4

EXHIBIT B. Phase 1 Proposed Improvements (highlighted in yellow)

Total of Four PRVs Added to Zone C1

EVALUATE FOR REPLACEMENT

EVALUATE FOR REPLACEMENT

Chukkar Dr

PRV-8

PRV-7

12"

10"

6" Upper Cave Rock Booster

Lower Cave Rock

Upper Cave Rock

Winding Way

Pipe layout adjusted slightly at intersection of Winding Way Pheasant Dr. and Wren Cir.

Booster pump added for non-fire demands
Check valve bypass added to allow fire flows

Legend

Distribution Pipe
 — Replaced
 - - Existing

Pumps
 U Existing
 U Added

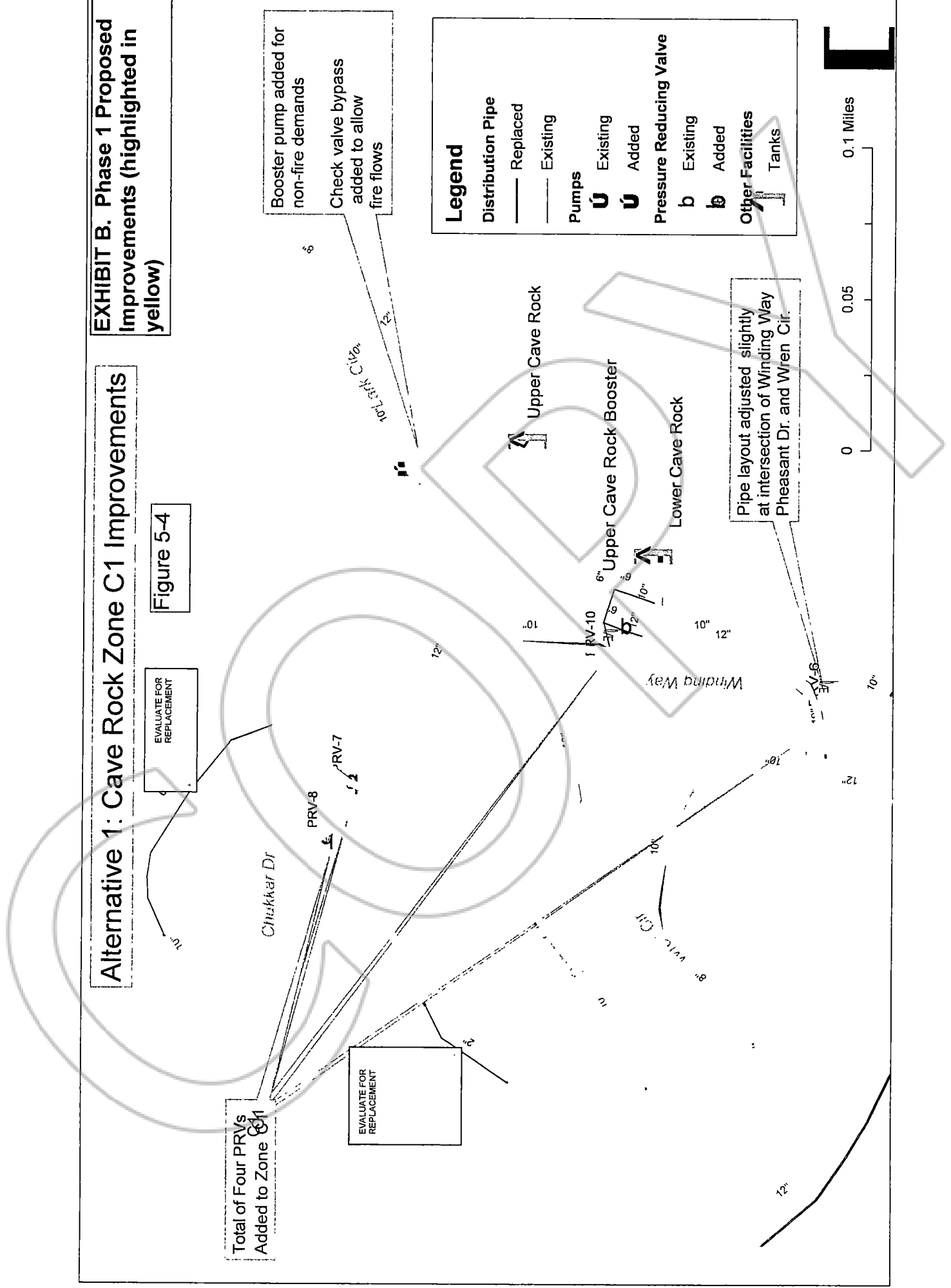
Pressure Reducing Valve
 b Existing
 b Added

Other Facilities
 T Tanks

0.1 Miles

0.05

0



Alternative 1 Cave Rock Zone A1 Improvements

Figure 5-1

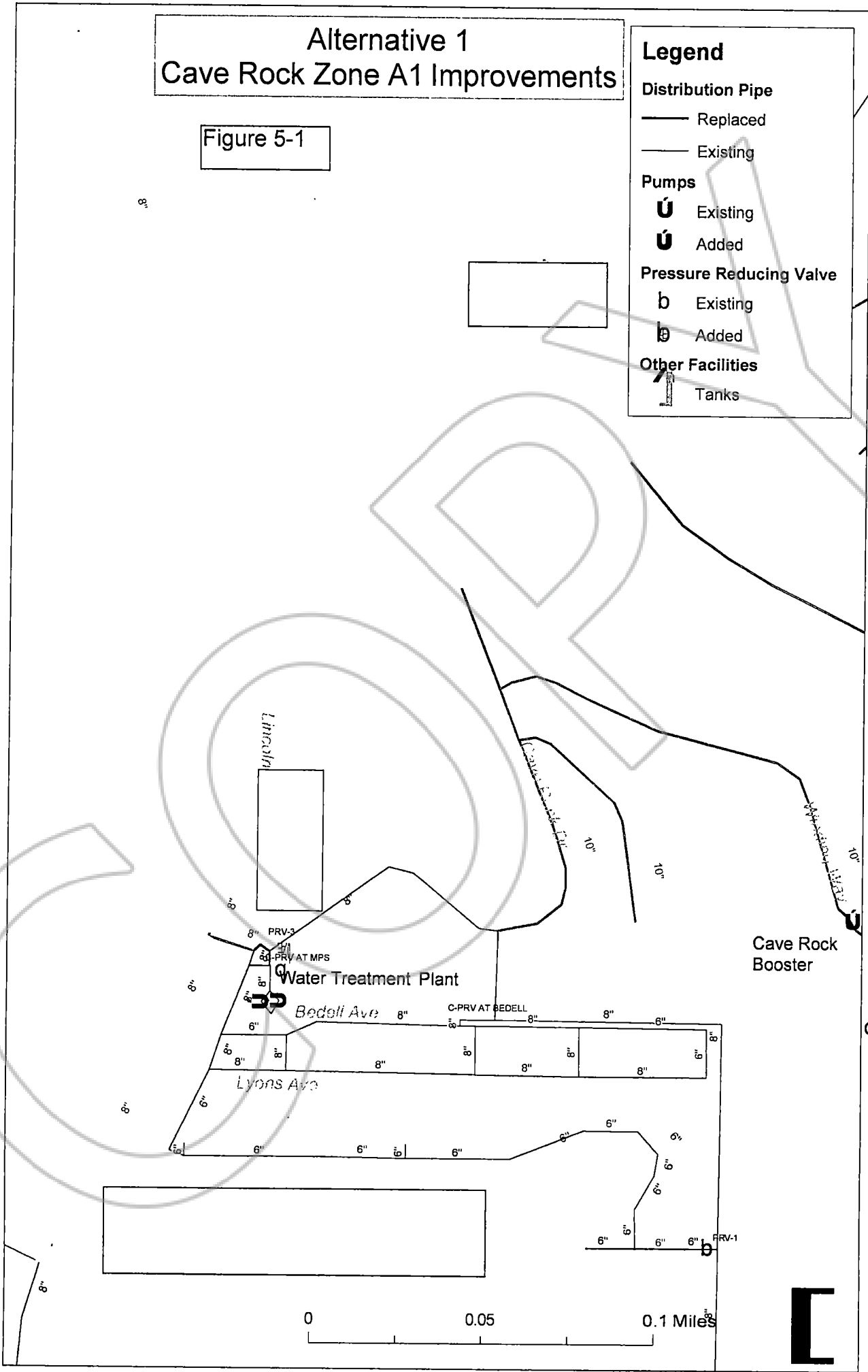
Legend

Distribution Pipe
 — Replaced
 — Existing

Pumps
 U Existing
 U Added

Pressure Reducing Valve
 b Existing
 B Added

Other Facilities
 T Tanks



Alternative 1 Cave Rock Zone A1 Improvements

Figure 5-2

Legend

Distribution Pipe

- Replaced
- Existing

Pumps

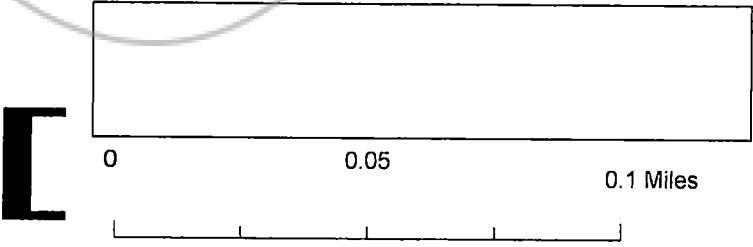
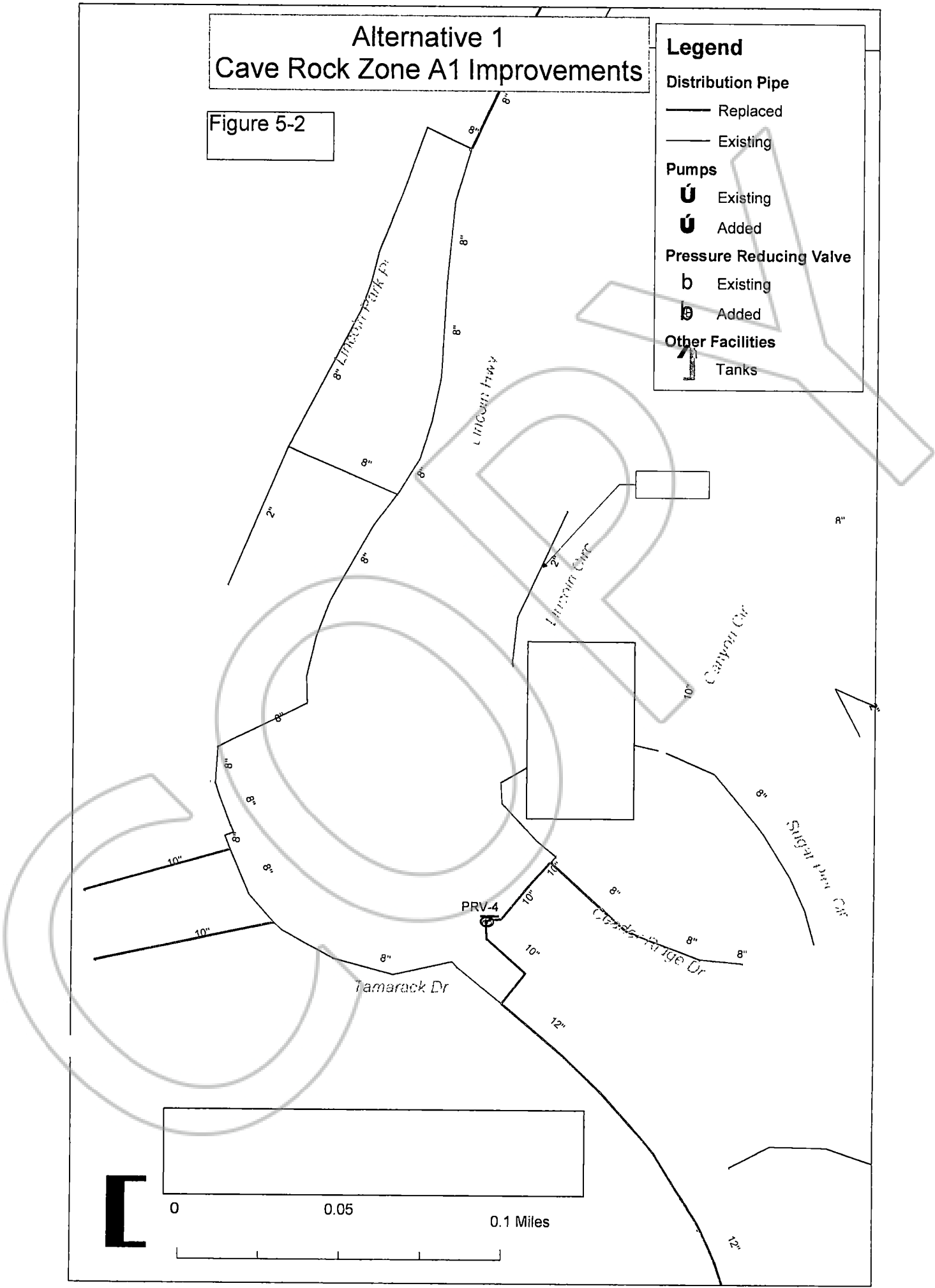
- ⤴ Existing
- ⤴ Added

Pressure Reducing Valve

- b Existing
- ⊖ Added

Other Facilities

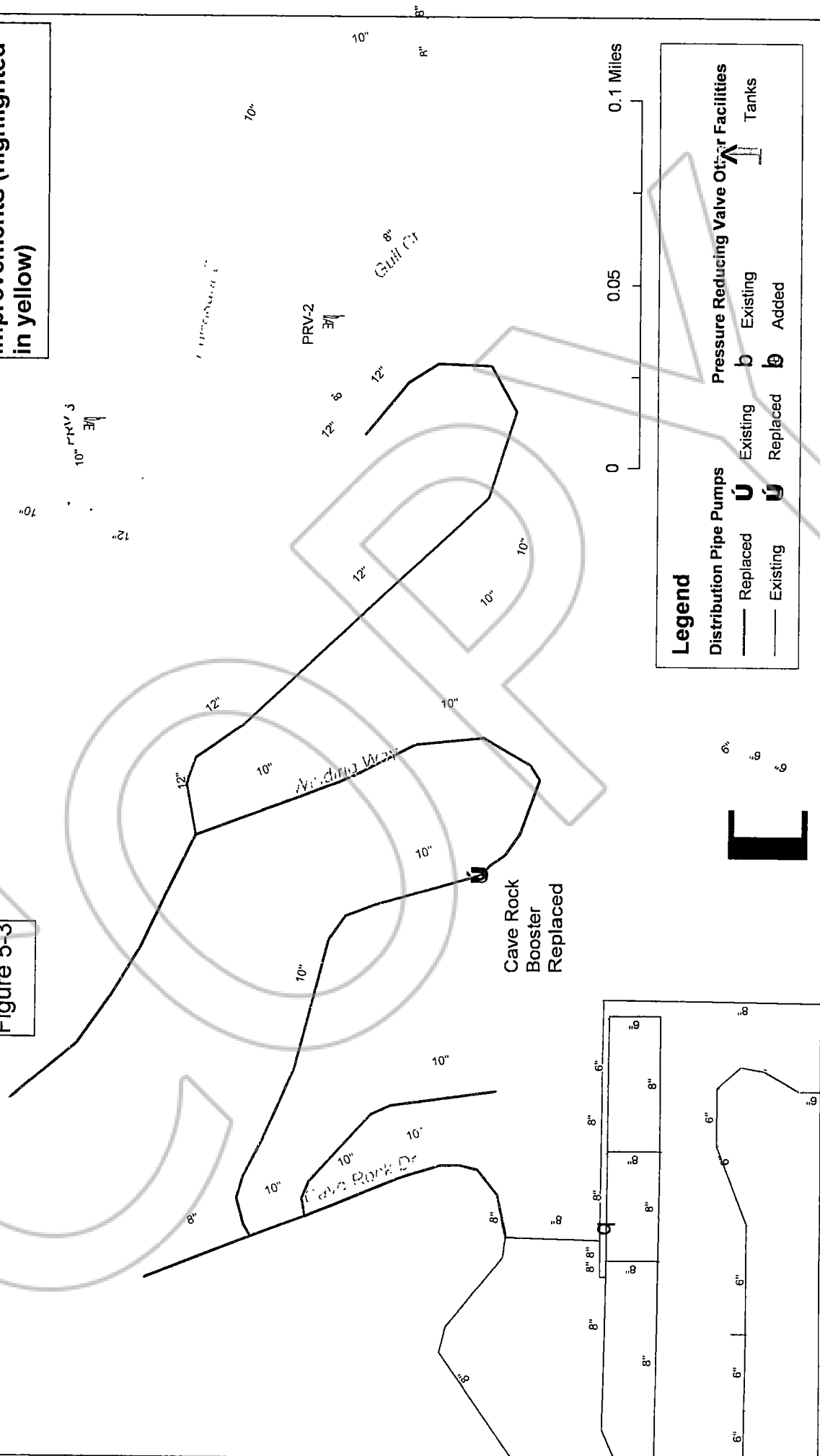
- ⤴ Tanks



Alternative 1: Cave Rock Zone B1 Improvements

Figure 5-3

EXHIBIT C. Cave Rock Water System Proposed Improvements (highlighted in yellow)



Legend

Distribution Pipe

- Replaced (Solid line)
- Existing (Dashed line)

Pumps

- Replaced (Solid symbol)
- Existing (Dashed symbol)

Tanks

- Existing (Solid symbol)
- Added (Dashed symbol)

Pressure Reducing Valve Other Facilities

- Existing (Solid symbol)
- Added (Dashed symbol)

Alternative 1: Cave Rock Zone C1 Improvements

Figure 5-4

EXHIBIT C. Cave Rock Water System Proposed Improvements (highlighted in yellow)

Total of Four PRVs Added to Zone C1

EVALUATE FOR REPLACEMENT

EVALUATE FOR REPLACEMENT

Booster pump added for non-fire demands
 Check valve bypass added to allow fire flows

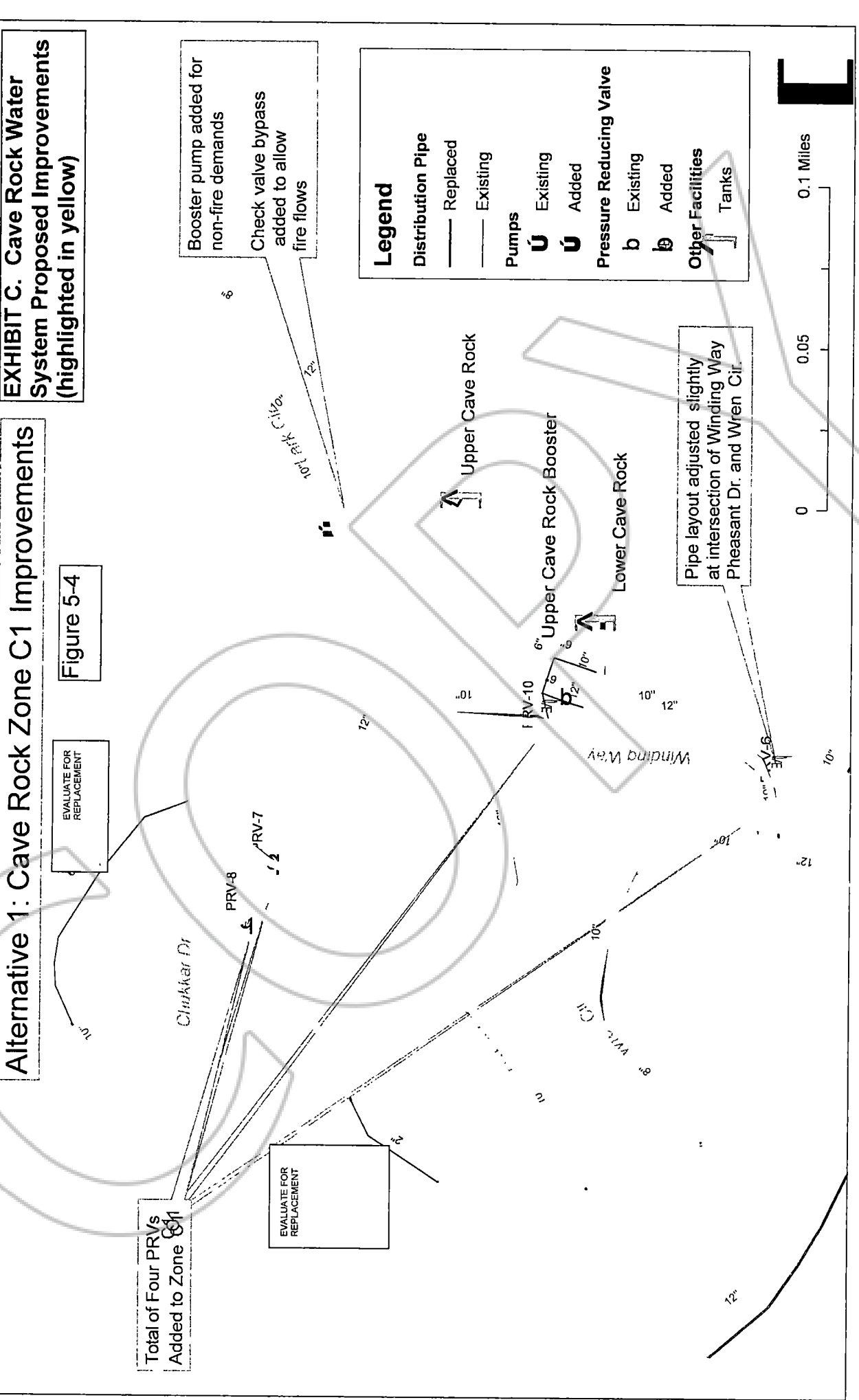
Legend

Distribution Pipe
 — Replaced
 — Existing

Pumps
 U Existing
 U Added

Pressure Reducing Valve
 b Existing
 b Added

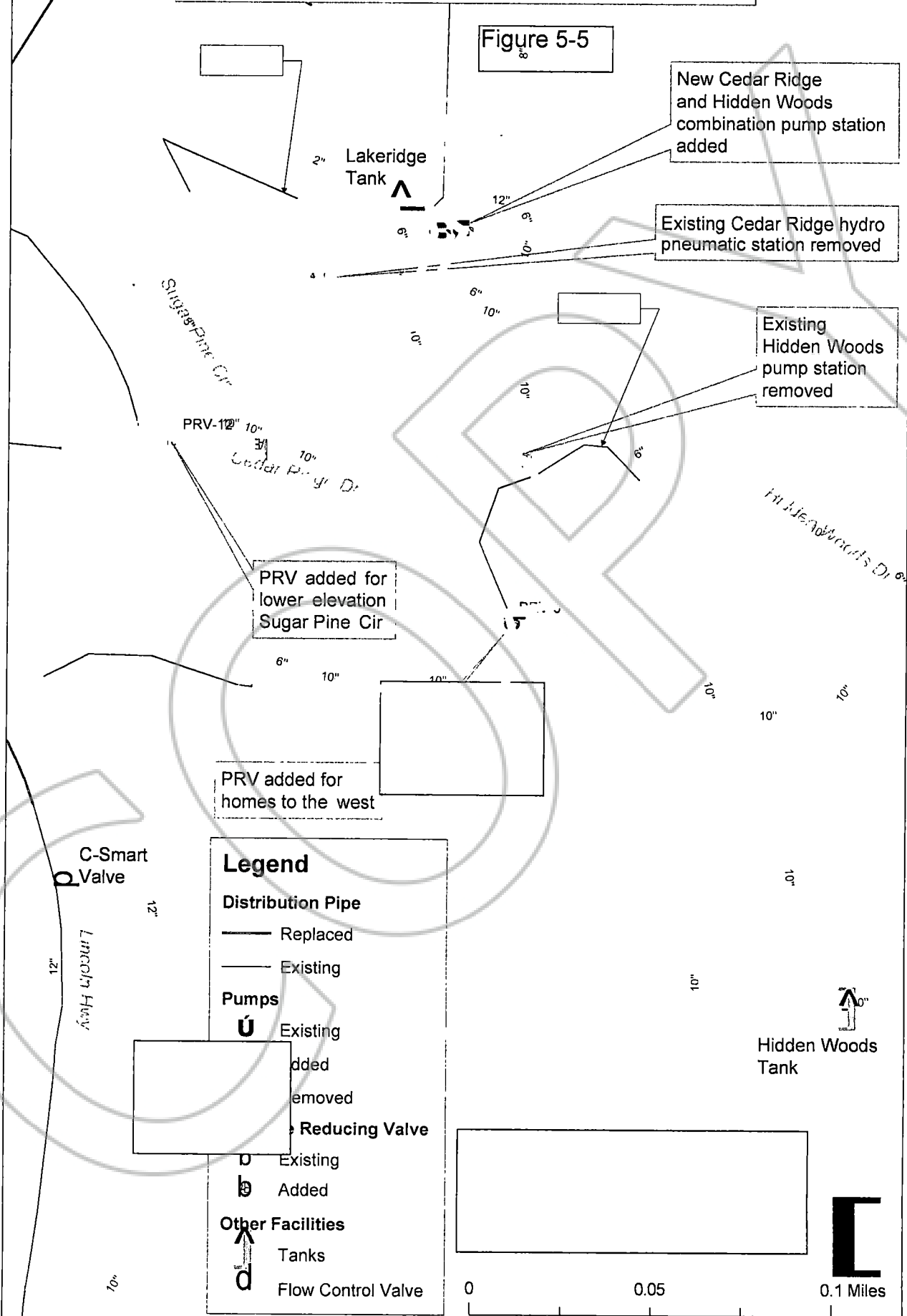
Other Facilities
 Tanks



Pipe layout adjusted slightly at intersection of Winding Way and Pheasant Dr. and Wren Cir.

Alternative 1 Cave Rock Hidden Woods Improvements

Figure 5-5



New Cedar Ridge and Hidden Woods combination pump station added

Existing Cedar Ridge hydro pneumatic station removed

Existing Hidden Woods pump station removed

PRV added for lower elevation Sugar Pine Cir

PRV added for homes to the west

Legend

Distribution Pipe

- Replaced
- Existing

Pumps

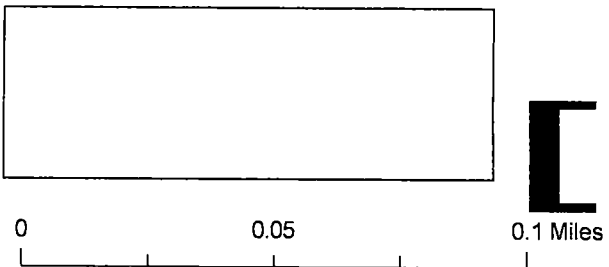
- U Existing
- U Added
- U Removed

Reducing Valve

- RV Existing
- RV Added

Other Facilities

- T Tanks
- F Flow Control Valve

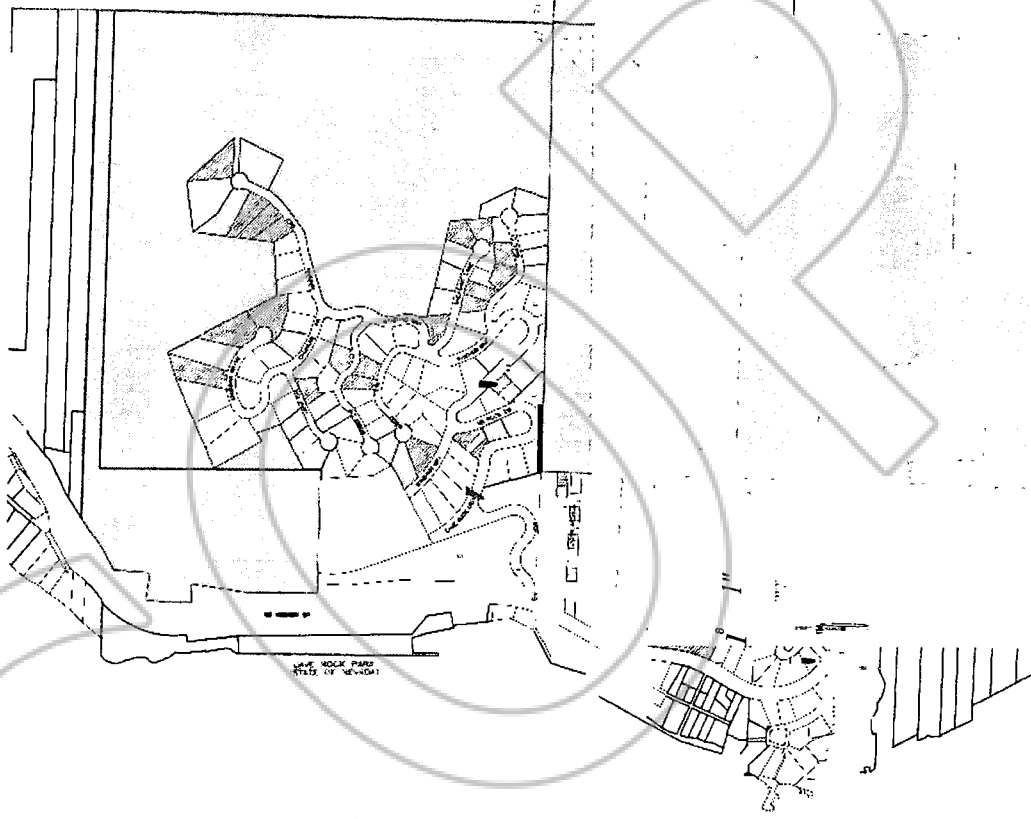


1 2 3 4 5 6 7 8

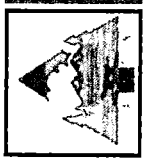


- Tahoe Basin Act parcel
- US Forest Service parcel

Douglas County parcel (Prior USFS parcel, Deed Restricted for Recreation and Environmental Use)



U.S. Forest Service S...Alert
 IWO MVS
 BEFORE
 YOU DIG
 Call: --- ---



PROJECT MANAGER	
DESIGNED BY	NR
CHECKED BY	LEB
DRAWN BY	LEB
ISSUE	
DATE	May 14, 2003
DESCRIPTION	
PROJECT NUMBER	

Cave Rock Water System Improvements Project

**USFS and Tahoe Basin Act
 Parcels in the Cave Rock Area**

1" REVISION SCALE Not to scale

SHEET 1

COPY

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

5th day of Dec, 2009

By [Signature] Deputy