



FS Agreement No. 17-PA-11051400-008

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
NORTHWEST CA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL -
5C PROGRAM
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SHASTA-TRINITY NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the Northwest California Resource Conservation and Development Council - 5C Program, hereinafter referred to as "NCRCDC," and the United States Department of Agriculture (USDA), Forest Service, Shasta-Trinity National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Title: Weaver Bally Road Sediment Reduction Project

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to reduce sediment transport loading of Sidney Gulch and Weaver Creek from 1.3 miles of a Forest Service maintained road (FS 33N38) in Weaverville, California by improving drainage through resurfacing the road and rerouting surface water in accordance with the following provisions and the hereby incorporated Attachment A: Title II Project Submission Form and Attachment B: Financial Plan.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the U.S. Forest Service is "To sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations." The Forest Service benefits from this project by getting assistance with the maintenance of a Forest Service road to help reduce sediment delivery to tributaries of the Trinity River. The project will also address several threats and recovery actions for the federally threatened coho salmon and steelhead, a USFS Sensitive Species by reducing sediment transport through the Weaver Creek System.



The Northwest California Resource Conservation and Development Councils' mission is "to strive to protect the economic and social resources of Northwestern California by providing for the conservation and restoration of salmonid populations to healthy and sustainable levels and to base decisions on watershed rather than county boundaries." Resurfacing and rerouting water flow will reduce sediment to the Trinity River directly aiding the NCRCDC in fulfilling their mission.

The Weaver Bally Road Sediment Reduction Project follows closely with the U.S. Forest Service goals in sustaining a healthy forest and the NCRCDC's goal of creating a healthy habitat for salmonid populations. This project work will also help implement watershed recommendations of the CA Coho Recovery Strategy and assist with implementing watershed indicator targets of the Trinity River Mainstream Total Maximum Daily Load for Sediment (TMDL).

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

III. NCRCDC SHALL:

- A. LEGAL AUTHORITY. NCRCDC 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. Prior to starting project work coordinate with the U.S. Forest Service for approval of road work and resurfacing plans.
- C. Throughout project planning and construction follow Best Management Practices listed in "A Water Quality and Stream Habitat Protection Manual for County Road Maintenance in Northwestern California Watersheds."
- D. Perform in accordance with project work outlined in Attachment A: Title II Project Submission Form.
- E. Provide sufficient staffing, supervision, equipment, and transportation to achieve the road work plans objectives.
- F. Ensure the participants will maintain a safe working environment, including but not limited to, wearing appropriate personal protective equipment, following OSHA standards, using proper work procedures, and holding pre-work on-site safety analyses.
- G. Resurface roadbed to the full road width using a combination of base rock (class II aggregate base) and asphalt grindings according to approved plans.
- H. Regrade and outslope 0.2 miles of the road to allow for improved drainage



- I. Install a berm, new culvert, and rock armor to a section of the road to dewater the disturbed area.
- J. Regrade and crown a section of the road to dewater a heavily disturbed area.
- K. Clean culverts and replace/reset at appropriate grade to facilitate proper drainage.
- L. Reseed disturbed areas with native grass species and mulched with certified weed straw.
- M. Provide all equipment and personnel needed to complete project and monitoring.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NCRCDC for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$79,500.00**, 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 NCRCDC's semi-annual invoice. Each invoice from NCRCDC shall display the total project costs for the billing period, separated by U.S. Forest Service and NCRCDC's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NCRCDC'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. NCRCDC'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 NCRCDC 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: asc_ga@fs.fed.us



FAX: 877-687-4894

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

- B. ADVANCE PAYMENT. The U.S. Forest Service shall make advance payment upon receipt of an invoice from NCRCDC. The invoice must be submitted no more than monthly and the total must not exceed the U.S. Forest Service’s share of anticipated expenses as identified on the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice, separated by U.S. Forest Service and NCRCDC’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If NCRCDC receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the U.S. Forest Service upon expiration of this agreement. The final invoice from NCRCDC must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. NCRCDC’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
6. Statement that the invoice is a request for payment by ‘advance’
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

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



- C. Review and approve project plans prior to commencement of work.
- D. Provide technical assistance and monitoring of project area work.
- E. Communicate fire danger and other safety notifications in a timely manner.

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
Name: Mark Lancaster Address: 40 Horseshoe Lane City, State, Zip: Weaverville, CA 96093 Telephone: 530-623-3967 Ext. 111 Email: mlancaster@5counties.org	SAME

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Angelica Perez-Delgado Address: 3644 Avtech Parkway City, State, Zip: Redding, CA 96002 Telephone: 530-226-2323 FAX: 530-226-2486 Email: aperezdelgado@fs.fed.us	Name: Asmaa Ali Address: 3644 Avtech Parkway City, State, Zip: Redding, CA 96002 Telephone: 530-226-2418 Email: aaali@fs.fed.us

- 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 NCRCDC 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 NCRCDC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NCRCDC 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 NCRCDC 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 NCRCDC, 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 NCRCDC from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of NCRCDC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NCRCDC's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NCRCDC 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 NCRCDC when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. NCRCDC agree(s) that any of NCRCDC'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 NCRCDC hereby willingly agree(s) to assume these responsibilities.



Further, NCRCDC shall provide any necessary training to NCRCDC's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NCRCDC 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, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- J. ELIGIBLE WORKERS. NCRCDC 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). NCRCDC 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). NCRCDC 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

NCRCDC 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

NCRCDC 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

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

NCRCDC 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, NCRCDC 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 NCRCDC must be expended within 30 days of receipt.



M. INDIRECT COST RATES- PARTNERSHIP

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

1. If NCRCDC 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, NCRCDC 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 NCRCDC's cognizant audit agency no later than 3 months after the effective date of the agreement. NCRCDC will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to NCRCDC 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 NCRCDC 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 NCRCDC.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).



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

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

Any unobligated balance of cash advanced to NCRCDC 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 NCRCDC.

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

- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

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

Performance reports must contain information on the following:

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

NCRCDC shall submit semi-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 NCRCDC's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NCRCDC 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. NCRCDC shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must



not be limited to the required retention period but must last as long as the records are kept.

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

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

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

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

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NCR CDC 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:

"Shasta-Trinity National Forest of the U.S. Forest Service, U.S. Department of Agriculture"

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



- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of NCRCDC's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. PROPERTY IMPROVEMENTS. Improvements placed by NCRCDC on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles NCRCDC to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the NCRCDC's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). NCRCDC shall maintain cost and price analysis documentation for potential U.S. Forest Service review. NCRCDC is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. NCRCDC may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. NCRCDC shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, NCRCDC shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or NCRCDC is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of NCRCDC's managerial personnel. NCRCDC's managerial personnel, in this provision, means NCRCDC's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of NCRCDC's business; all or substantially all of NCRCDC's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. NCRCDC shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. NCRCDC shall



separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. NCRCDC shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, NCRCDC shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

Y. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.

Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NCRCDC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

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

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



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

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

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

"This institution is an equal opportunity provider."

CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NCRCDC 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 NCRCDC 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 NCRCDC'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.

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

1. When the U.S. Forest Service and NCRCDC 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 NCRCDC 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, NCRCDC 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 NCRCDC for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by NCRCDC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- EE. 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.
- FF. DEBARMENT AND SUSPENSION. NCRCDC 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 NCRCDC 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.
- GG. 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

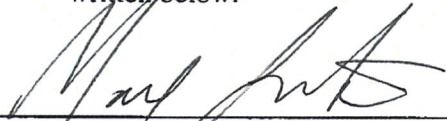
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

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


II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2018 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



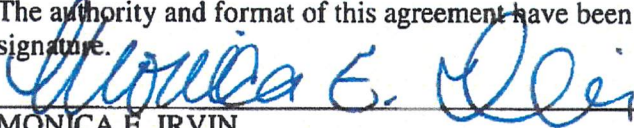
JJ. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed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



MARK LANCASTER, Program Director
Northwest CA Resource Conservation and Development Council
1/27/17
Date



DAVID R. MYERS, Forest Supervisor
U.S. Forest Service, Shasta-Trinity National Forest
2/2/17
Date

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


MONICA E. IRVIN
U.S. Forest Service Grants Management Specialist
4/20/2017
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.

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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.

**2008 - 2011 SECURE RURAL SCHOOLS AUTHORIZATION
TWO-YEAR EXTENSION
PUBLIC LAW 110-343
SHASTA-TRINITY NATIONAL FOREST
TITLE II PROJECT SUBMISSION FORM
USDA FOREST SERVICE**

Name of Resource Advisory Committee:
Project Number (Assigned by Designated Federal Official):
Funding Fiscal Year(s): 2015/2016

2. Project Name*: Weaver Bally Road Sediment Reduction Project	3a. State: California 3b. County(s): Trinity
4. Project Submitted By: Northwest CA Resource Conservation & Development Council - 5C Program	5. Date: 6/22/2015
6. Contact Name: Mark Lancaster Contact Phone Number: (530) 623-3967 Ext. 111	7. Contact E-mail: mlancaster@5counties.org

**Include year of implementation for proposals that have been submitted in past years with a similar name*

8. Project Location:	
a. National Forest(s): Shasta-Trinity	b. Forest Service District or Management Unit: Weaverville, TRMU
c. Location (Township-Range-Section or specific geographic area): Weaver Bally Road, Weaverville: T33N, R10W, Section 1 <u>and</u> T34N, R10W, Section 36	

9. Project Goals and Objectives¹
<ol style="list-style-type: none"> 1. Improve traffic safety and reduce dust from road surface; 2. Reduce sediment delivery to tributaries to the Trinity River; 3. Treat priority sources of sediment associated with Forest Service roads; 4. Implement watershed indicator targets of the Trinity River Mainstem TMDL; 5. Implement watershed recommendations of the CA Coho Recovery Strategy; 6. Utilize multiple funding sources to reduce cost impact on any one source and to make project more competitive for funding; 7. Reduce road maintenance costs associated with excessive degradation of the road shoulder.

10. Project Description:
a. Brief: This project will help reduce sediment transport loading of Sidney Gulch and Weaver Creek from 1.3 miles of a Forest Service maintained road (FS 33N38) in Weaverville, California by improving drainage through the rerouting of surface water around a heavily used road section.

¹ Project goals and objectives must align with at least one of the project types in Item #13
2015 Shasta-Trinity NF version

b. Detailed²:

A similar project was submitted to the RAC in 2011, but at that time it was reported that the Forest Service intended to upgrade the road and the proposal was withdrawn. The planned Forest Service upgrade was not funded. The project is located on Forest Service Road 33N38 which serves a few homes, private forestlands, a Wilderness trailhead, and is a major recreation route. The Trinity County General Plan in 1990 rezoned the area to accommodate up to 140 homes as federal lands are traded out to private ownership. Since that time only a few trade-outs have occurred and only two homes have been built in the past 20 years. The road is used not only by vehicles, but walkers, runners, bicyclists, horseback riders, motorcyclists, and OHV vehicles. The RAC proposal is being resubmitted with some revisions to reduce the project costs.

The project will improve road use and safety, reduce fugitive dust (recognized a major source of non-attainment of PM10 air quality standards for Weaverville), and help reduce sediment transport loading of Sidney Gulch and Weaver Creek. The road presents safety concerns because the long straight stretches allow for relatively high speeds, but the potholes and washboards reduce wheel contact. Dust from road use drifts into Weaverville and dust from unpaved roads is cited by the North Coast Unified Air Quality District as an important contributor to Weaverville not meeting air quality standards for particulate matter ("fugitive emissions as a result of vehicular traffic on unpaved roadways is the largest source of particulate matter emissions within the District."

<http://www.ncuaqmd.org/index.php?page=aqplanning.ceqa>).

The project will also facilitate transferring maintenance from the Forest Service to Trinity County, to be implemented in a separate action. The road base and drainage upgrades are the first step in the County assuming management of 1.3 miles of the road. The RAC previously funded road drainage and surface improvements for approximately 1.5 miles of Weaver Bally Road approximately one mile north of the proposed project area.

The project will improve subgrade and add asphalt to improve road safety with the addition of asphalt grindings and upgrading the sub-grade to reduce potholing and wash boarding. Surfacing will significantly reduce dust, benefiting air quality in the Weaver basin. This will, in turn, contribute towards meeting the air board's particulate matter PM10 objectives.

The project will also address several of the threats and recovery actions for the federally threatened coho salmon and steelhead, a USFS Sensitive Species, by reducing sediment transport through the Weaver Creek system. The existing roadside beginning at the turnoff at Victory Lane and continuing north for 1.1 miles is a chronic source of sediment and maintenance issue. The road is hydrologically connected to the Sidney Gulch and regularly supplies fine sediment to the system during moderate to heavy precipitation. Based on empirical monitoring, Weaver Creek regularly has the highest turbidity of any tributary in the Trinity watershed. Also, likely due to the low gradient of the system, Weaver Creek has one of the highest coho spawning utilization rates, based on redds per mile, in the Trinity watershed.

The first two miles of Weaver Bally Road is heavily used by recreationists and had historically been managed as a cost share road with timber companies. SPI hauled logs from a timber sale on the road system in 2011 with minor maintenance grading being done, but no road improvements were made. Minor grading is done each year by Forest Service crews, typically before the La Grange and related bike races which use the road.

The lower 1.3 miles of the road system is scheduled to be maintained by the Trinity County

² Project description should describe as specifically as possible what the requested funding would be used for. At a minimum, identify these things: what will be done (with the requested funding), where, when, how, and why. Additional information on how this project contributes to a larger effort can be added, but there must be detail on what will be accomplished with the requested funding specifically.

Department of Transportation following implementation of an agreement that swapped road maintenance duties between the County and Forest Service for several select roadways in Trinity County. This project will also partially address off-road uses that create turbid runoff on Forest Service and private lands. The heavy road traffic has degraded the road surface and represents a potential safety hazard. While damage to the roadside is likely to continue unless access is limited, this project will help reduce the amount of sediment being delivered directly to Sidney Gulch.

The 2001 Oregon Fire, 2006 Junction Fire and 2014 Oregon fire burned a portion of the upper watershed, subsequently reducing evapotranspiration and increasing surface runoff, which has increased the realized and potential erosion within the greater Sidney Gulch watershed. Stabilizing Weaver Bally Road is one step, along with several other proposed projects, that will improve the condition of the drainage basin.

With the completion of this project, we expect sediment delivery to Sidney Gulch from road and off road erosion to be reduced by at least 100 yd³. The project will improve safety of the road by eliminating potholes, some of which can be 1'-2' deep at times. The project will also reroute surface water around a heavily impacted Off Highway Vehicle (OHV) area accessed by Weaver Bally Road in order to reduce excessive chronic erosion. No accurate estimate of the sediment saving from this has been made. The current design is to 1) lay base rock and asphalt grindings along a 1.1 mile stretch of the road, 2) re-grade and outslope a section of the road to allow for improved drainage (MP 0.9 to 1.1), 3) regrade and crown a section of the road to dewater a heavily disturbed area (MP 0.4 to 0.7), 4) install a berm, a new culvert and rock armor to a section of the road to dewater the disturbed area, 5) clean and replace/reset at appropriate grade culverts filled with sediment, and 6) reseed the area with native grasses. Trinity County DOT engineering and 5C staff will complete the final design in winter 2015. The project cost estimate is based on implementation of all six project elements.

At this time, project construction will be conducted by the Trinity County DoT and 5C, reducing the overall costs of the project. The project budget is based on supplier's costs for rock materials, projected DoT salaries, benefits and surcharge rates, and past time and material costs for revegetation projects. Project construction is currently expected to be completed by the end of October 2016 and will consist of the following general elements:

- 30% design- completed
- Pre, during and post project construction photo monitoring- in progress
- 90% design completed- December, 2015
- CEQA and NEPA environmental compliance. This project is Categorically Excluded – November 2014
- 100% design completed - spring, 2016
- Final Cooperative Tasks Memorandum between 5C and DoT –spring 2016
- Construction – August- October, 2016
- Install erosion control and revegetation- October 2016
- Conduct Project Monitoring- On-going

The road surface (class II aggregate base or AC grindings) will be installed and all disturbed areas will be seeded with native grass species and mulched with certified weed free straw by October 31 of the year of construction. Any additional assistance for on-site engineering changes, water quality issues, or any other unforeseeable events during construction, will be managed by the project manager and the engineer in charge of construction. 5C Program staff will be available to assist with project monitoring or water quality concerns. The best management practices (BMPs) for sediment prevention are listed in "A Water Quality And Stream Habitat Protection Manual For County Road Maintenance In Northwestern California Watersheds" (Roads Manual For 5C Program) will be adhered to throughout project planning and construction and are consistent with the Caltrans standards for the protection of water quality. These specific BMPs are listed in chapters 4, 5 and appendix B of the roads manual. A full copy of the manual, or specific chapters/appendices, can be

11. Types of Lands Involved?

Will the project take place on FS lands? Yes No
Will the project take place on non-FS lands? Yes No

If partially or wholly off of FS lands, specify ownership and identify the distance to the closest National Forest the project will benefit: A small 20 acre parcel in the middle of the project area is owned Frank Zabel. Distance is negligible (see map).

12. How does the proposed project meet purposes of the Legislation? (Check at least 1)

- Improves maintenance of existing infrastructure.
- Implements stewardship objectives that enhance forest ecosystems.
- Restores and improves land health.
- Restores water quality

13. Project Type

a. Check all that apply: (check at least 1)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Road Maintenance ³ | <input type="checkbox"/> Trail Maintenance ⁴ |
| <input type="checkbox"/> Road Decommission/Obliteration | <input type="checkbox"/> Trail Obliteration |
| <input type="checkbox"/> Other Infrastructure Maintenance ⁵ (specify): | |
| <input type="checkbox"/> Soil Productivity Improvement ⁶ | <input type="checkbox"/> Forest Health Improvement |
| <input checked="" type="checkbox"/> Watershed Restoration & Maintenance | <input type="checkbox"/> Wildlife Habitat Restoration |
| <input type="checkbox"/> Fish Habitat Restoration | <input type="checkbox"/> Control of Noxious Weeds ⁷ |
| <input type="checkbox"/> Reestablish Native Species ⁸ | <input type="checkbox"/> Fuels Management/Fire Prevention |
| <input type="checkbox"/> Implement CWPP Project | <input type="checkbox"/> Other Project Type (specify): |

b. **Primary Purpose (select only 1 from above):** Road Maintenance

³ Refers to roads currently or previously drivable by motorized vehicles that meet higher design specifications than trails

⁴ Refers to trails established for non-motorized traffic or off-road vehicles and meeting lower design specifications than roads

⁵ Includes physical structures or facilities other than roads and trails that have established financial investments and meet specific design criteria (i.e. campgrounds, bridges, culvert upgrades, etc.) and projects accomplishing other than maintenance or obliteration on roads or trails

⁶ Refers to projects that incorporate soil amendments directly or indirectly to improve soil productivity?

⁷ Do not check for weed surveys alone, project must include a component of weed removal to check this box

⁸ Project must include a component of native species planting to check this box

14. Identify What the Project Will Accomplish, for each of the boxes checked in #13 and only for what will be *accomplished* with the funding requested⁹

Miles of road maintained: 1.2 miles

Miles of road decommissioned/obliterated: 0

Number of structures maintained/improved: 0

Acres of soil productivity improved: 0

Miles of stream/river restored/improved: 0

Miles of fish habitat restored/improved: 0

Acres of native species reestablished: 0.1 acres

Acres of hazardous fuel treatment: 0

Miles of trail maintained: 0

Miles of trail obliterated: 0

Acres of forest health improved (including fuels reduction): 0

Acres of rangeland improved: 0

Acres of wildlife habitat restored/improved: 0

Acres of noxious weeds controlled: 0.1 acres

Timber volume generated (mbf): 0

Jobs generated in full time equivalents (FTE) to nearest tenth. One FTE is 52 forty hour weeks: The project will create or maintain the equivalent of 0.5 full time equivalent positions Trinity County DoT crews, and 5C staff

People reached (for environmental education projects/fire prevention): This project will be developed in coordination and cooperation with Trinity High School, residences of Weaver Bally Road, Trinity County Department of Transportation, TRMU District of the US Forest Service, Bureau of Reclamation Trinity River Restoration Program, Trinity County Resource Conservation District, CA Department of Fish and Game, North Coast Regional Water Quality Control Board, Weaverville Fire Department, CalFire, Trinity Journal and others in completing this project.

Direct economic activity benefit: The construction work will be completed either by Trinity County Department of Transportation staff or a private contractor. Nearly all 5C/Trinity County fish passage and sediment reduction projects have purchased materials (rock, AC paving, etc) or leased equipment from Trinity County vendors.

Other:

15. Estimated Project Start Date¹⁰:
8/15/2016

16. Estimated Project Completion Date: 12/31/2016

⁹ List only those accomplishments that will occur as a direct result of this project, if funded. Do not list past or future accomplishments or those associated with a larger effort this proposal contributes to.

17. List existing and potential partnerships or collaborative opportunities.

This project will reduce air borne fine particulate matter and water borne sediment that can settle in pools or spawning areas in Sidney Gulch. It will improve safety and ease of travel on Weaver Bally Road and it will help address some impacts of rutting and erosion associated with extensive OHV use in the area. A reduction in road, turnout and off road OHV use associated hydraulic connectivity is necessary, most notably after the effects of the recent Oregon and Junction Fires combined with the legacy impacts of hydraulic mining of the area.

The 5C and Trinity County Department of Transportation have partnered on numerous road drainage and sediment reduction projects as well as trainings, road erosion inventories and other tasks. The 5C, Trinity DoT and the Trinity River Restoration Program have partnered on a number of sediment reduction and barrier removal projects utilizing the TRRP Watershed grants program. The 5C, and Shasta-Trinity National Forest have combined with Trinity DOT on a number of US Forest Service RAC funded road sediment reduction projects on Dutch Creek Road, Big Creek Road, China Gulch Road, and Fountain Ranch Road.

18. Identify benefits to communities.

- Provides employment opportunities.
- Improves water quality and fish habitat.
- Protects and enhances watersheds that provide drinking water.
- Improves road safety and traffic

19. How does the project benefit federal lands/resources?¹¹

- Protects and enhances watersheds that provide drinking water.
- Maintains or improves water quality and fish habitat.

20. What is the Proposed Method(s) of Accomplishment? (check at least 1)	
Will You Use any of the following financial instruments (between yourself and another party) to get the project completed?	
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Federal Workforce
<input checked="" type="checkbox"/> Agreement or Grant	
Type of Workforce:	
<input checked="" type="checkbox"/> County Workforce	<input type="checkbox"/> Volunteers
<input type="checkbox"/> Americorps	<input type="checkbox"/> YCC/CCC Crews
<input type="checkbox"/> Job Corps	<input type="checkbox"/> Stewardship Contract
<input type="checkbox"/> Merchantable Timber Pilot	<input type="checkbox"/> Other (specify):

21. Will the Project Generate Merchantable Timber? Yes No

¹⁰ Project start date will almost always be within the **next** calendar year, due to budget cycle constraints

¹¹ For projects to be implemented off of National Forest lands, be specific about how the project will provide benefits to Shasta-Trinity, Lassen, or Six Rivers National Forest lands

22. Anticipated Project Costs

a. Title II Funds Requested: \$79,500

b. Is this proposal part of an existing multi-year funding request? Yes No ¹²

23. Identify Source(s) of Other Committed or Matching Funding:

Trinity County Department of Transportation-	\$ 20,000
TOTAL OTHER CONTRIBUTIONS	\$ 20,000

24. Monitoring Plan provided as attachment

- a. Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.
- b. Identify who will conduct the monitoring:
- c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

25. Awarded funding not expended by September 30, 2018 or the expiration date of the financial instrument used to transfer funds will be returned to the U.S. Treasury.

¹² Multi-year funding requests are those in which additional funding is expected to be requested in future years for a single proposal. Most, if not all, proposals request all funds needed to implement the proposal in a single year during the current authorization. Federal agreement authorities allow agreements to extend over a maximum of 5 years when warranted, but all funds are available at any time with supporting invoices and documentation. "No" should almost always be checked and "yes" can never be checked if the proposal is submitted in the final year of the authorization.

Project Cost Analysis Worksheet

Submit with proposal

Item	Column A Fed. Agency Appropriated Contribution	Column B Requested Title II Contribution	Column C Other Contributions*	Column D Total Funds
a. Field Work & Site Surveys (pre-project planning only)			\$1,500	\$1,500
b. NEPA/CEQA preparation	\$2,000			\$2,000
c. ESA Consultation				
d. Permit Acquisition		\$1,000		\$1,000
e. Project Design & Engineering (road, bridge, and facility construction projects only)			\$2,500	\$2,500
f. Contract/Agreement/Grant Preparation	\$500	\$1,355		\$1,855
g. Contract/Agreement/Grant Administration	\$500	\$4,517		\$5,017
h. Contract Cost		\$903		\$903
i. Salaries		\$6776		\$6,776
j. Materials & Supplies		\$54,108	\$10,000	\$64,108
k. Monitoring		\$1,807	\$1,000	\$2,807
l. Additional Project Costs (partner indirect costs, equipment purchase, etc.)		\$9,034	\$5,000	\$14,034
m. Project Sub-Total	\$3,000	\$79,500	\$20,000	\$102,500
n. FS Indirect Costs				
Total Cost Estimate	\$3,000	\$79,500	\$20,000	\$102,500

Col. A: FS costs incurred as part of proposal implementation. Coordinate with FS to identify any FS cost for items in Col. A.

Col. B: Title II funding requested to implement the proposal.

Col. C: Matching funds being contributed by proponent or third parties. Proposals funded with a Participating Agreement will require a minimum 20% match.

Col. D: Sum of columns A, B, and C for each individual row.

Row A: Costs associated with project planning, not project implementation, such as assessment of miles of trail needing maintenance. Assessments and planning needed to develop a specific proposal. For Col. B: proponents must request permission in advance to request Title II funds to complete NEPA/CEQA analyses, as this is expected to be completed prior to proposal submission.

Rows B, C, D, and E: cost associated with environmental compliance and project design. Proponents must request permission in advance to request Title II funds to complete NEPA/CEQA analyses, as this is expected to be completed prior to proposal submission.

Row G: Costs associated with preparation of contract or agreement instruments used to implement the proposal. Contracts used to complete projects have special provisions; contact the FS to identify these early in the process.

Row G: Costs associated with administration of contract or agreement instruments used to implement the proposal.

Row H: Estimated value of any contracts used to implement proposal. Contracts used to complete projects have special provisions; contact the FS to identify these early in the process.

Row K: Costs associated with performing monitoring described in Items 24a, 24b, and 24c. Amounts should be similar between Item 24 and Row K.

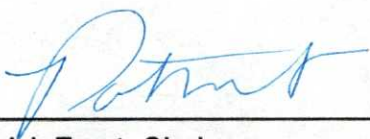
Project Name: Weaver Bally Road Sediment Reduction Project 2016

Project Sponsor: Northwest CA Resource Conservation & Development Council-Five Counties Program

Project Number:

Dollar Amount: \$79,500

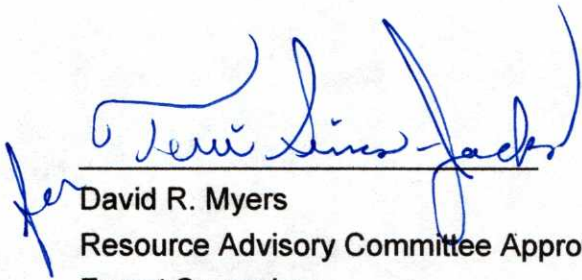
Project Recommended By:



Patrick Frost, Chair
Trinity County Resource Advisory Committee

Aug 6, 2015
Date

Project Approved By:



David R. Myers
Resource Advisory Committee Approving Official
Forest Supervisor
Shasta-Trinity National Forest

7/12/2016
Date

**Weaver Bally Road Sediment Reduction Project
RESTORATION & MONITORING PLAN**

Attachment to:

**2008 - 2011 Secure Rural Schools Authorization
Two-year extension
Public Law 110-343
Shasta-Trinity National Forest
Title II Project Submission Form
USDA Forest Service**

Prepared by:
Five Counties Salmonid Conservation Program
P.O. Box 2571
Weaverville, CA 96093
Submitted: June 2015

INTRODUCTION - MONITORING PLAN

This monitoring plan attachment to the Weaver Bally Road Sediment Reduction Project Proposal is to address question 24 of the application and will:

- a. Provide a plan that describes your process for tracking the progress of the project and explaining the benefits of this project on your environmental and community goals outlined above. **Final monitoring plan needs to identify whether project was completed and if it met the goals identified in #12 and #13 above as a minimum.**

12. How the proposed project meets purposes of the Legislation
<input checked="" type="checkbox"/> Improves maintenance of existing infrastructure.
<input checked="" type="checkbox"/> Implements stewardship objectives that enhance forest ecosystems.
<input checked="" type="checkbox"/> Restores and improves land health.
<input checked="" type="checkbox"/> Restores water quality
13. Project Type
<input checked="" type="checkbox"/> Road Maintenance ¹
<input checked="" type="checkbox"/> Watershed Restoration & Maintenance
<input type="checkbox"/> Fish Habitat Restoration
b. Primary Purpose: Road Maintenance

- b. Identify the frequency of monitoring and who will conduct the monitoring:
- c. Total funding needed to carry out monitoring tasks (Worksheet row k, column d):

The best management practices (BMPs) for sediment prevention are listed in “A Water Quality And Stream Habitat Protection Manual For County Road Maintenance In Northwestern California Watersheds” (Roads Manual For 5C Program) will be adhered to throughout project planning and construction and are consistent with the Caltrans standards for the protection of water quality. These specific BMPs are listed in chapters 4, 5 and appendix B of the roads manual – attached at the end of this document. A full copy of the manual, or specific chapters/appendices, can be downloaded from:

www.5counties.org/projects/finalgeneralprojectpages/roadsmanual800.htm

¹ Refers to roads currently or previously drivable by motorized vehicles that meet higher design specifications than trails



United States
Department of Agriculture

Forest Service

Shasta-Trinity National Forest
Trinity River Management Unit

Weaverville Ranger Station

P.O. Box 1190
Weaverville, CA 96093
(530) 623-2121
(530) 623-2124 – TDD
<http://www.fs.usda.gov/stnf>

File Code: 1950
Route To:

Date: July 11, 2016

Subject: Weaver Bally Road Sediment Reduction Project NEPA Documentation

To: RAC Project Files

This letter documents my decision to approve road maintenance activities on the first 1.2 miles of Weaver Bally Road (FS33N38) on the Trinity River Management Unit of the Shasta Trinity National Forest. The purpose and need of this work is to improve watersheds and the associated aquatic habitats by reducing the erosion and sedimentation associated with roads.

Direction for road maintenance is provided in the Standards and Guidelines section of the Shasta Trinity National Forest Land and Resource Management Plan (Forest Plan). According to the Forest Plan, road maintenance activities are performed to meet a variety of management objectives and they are scheduled based on the following priorities: (1) to provide for user safety; (2) to meet contractual and legal obligations; (3) to protect natural resources; and (4) to provide an efficient transportation system. Weaver Bally Road is located in the Weaver-Grass Valley Watershed that drains south into the Trinity River. Within this watershed are management prescriptions for two land allocations: Roaded Recreation and Wildlife Habitat Management.

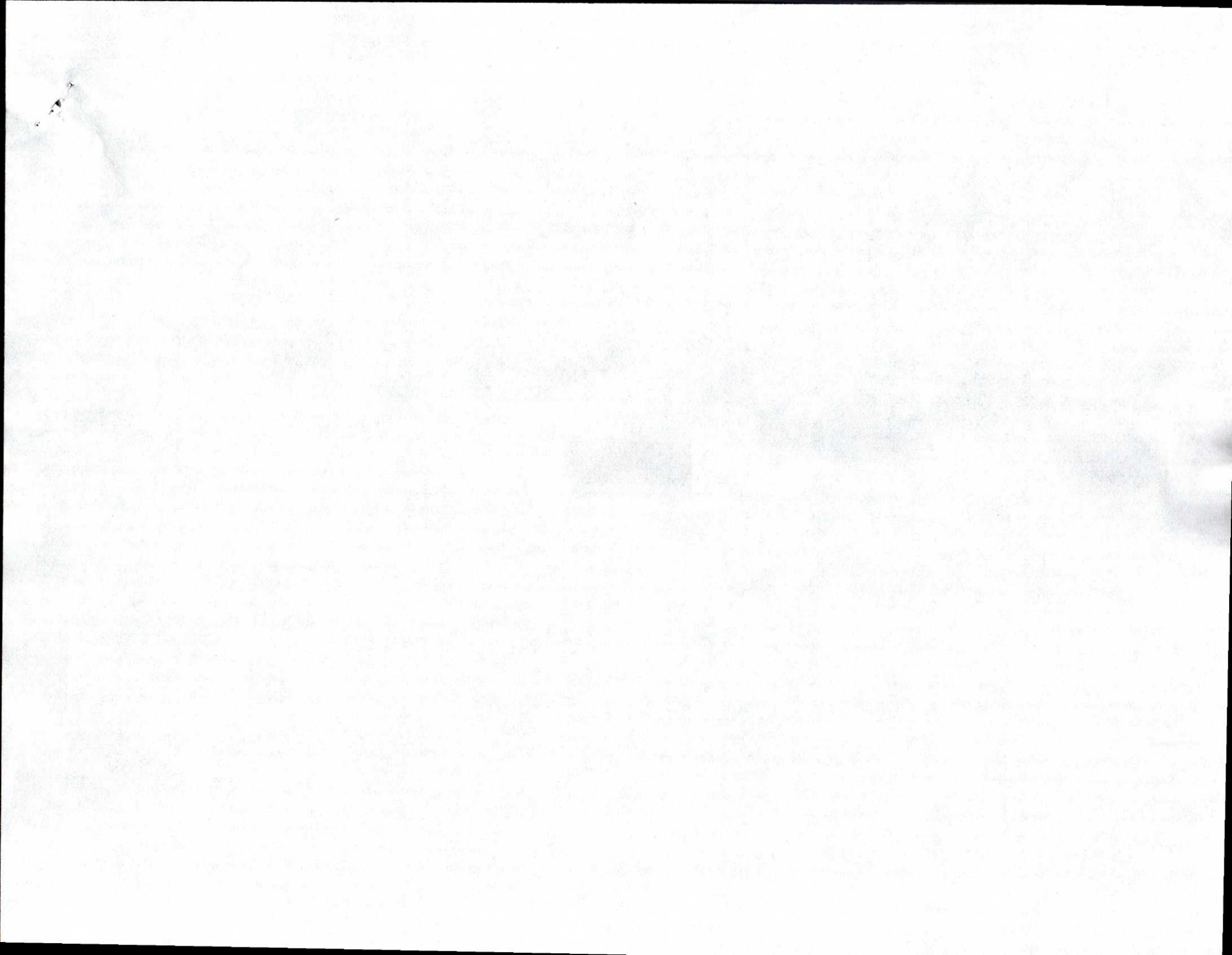
Under this project, the following actions will be implemented on the first 1.2 miles of Weaver Bally Road.

1. Resurface the roadbed with a combination of base rock and asphalt grindings
2. Re-grade and outslope 0.2 miles of the road to allow for improved drainage (MP 0.9 to 1.1)
3. Regrade and crown a section of the road to dewater a heavily disturbed area (MP 0.4 to 0.7)
4. Install a berm, a new culvert, and rock armor to a section of the road to dewater the disturbed area
5. Clean culverts and replace/reset at appropriate grade to facilitate proper drainage
6. Reseed disturbed areas with native grasses

Road maintenance can include one or more of the following activities:

- Grading, outsloping, and spot rocking the surface
- Establishing or upgrading cross drains, water bars and drainage dips
- Constructing rocked rolling dips and critical dips
- Installing stand pipes, placing splash aprons below culvert outlets, upsizing, repairing or replacing culverts, and adding drainage relief culverts
- Cleaning plugged or partially obstructed ditches and culverts, including removal of floatable or readily mobile debris from stream channels within 25 feet of culvert inlets
- Stream crossing bank, fill, and culvert inlet armoring





4. Inventoried Roadless Areas or Potential Wilderness Areas

There are no inventoried roadless or potential wilderness areas within this project area so there will be no adverse effect to roadless or potential wilderness areas.

5. Research Natural Areas

There are no research natural areas within this project area so there will be no adverse effect to research natural areas.

6. American Indians and Alaska Native Religious or Cultural Sites

While cultural and religious sites may be present within the project area, none exist in the roadway corridor to which this project is confined so there will be no adverse effects to American Indian and Alaska Native Religious or Cultural Sites.

7. Archeological Sites or Prehistoric Properties or Areas

While archeological sites and prehistoric properties exist near the project area, none are within the roadway corridor. Sites adjacent to the roadway would be flagged for avoidance to provide further protection so there will be no adverse effects to Archeological Sites or prehistoric properties.

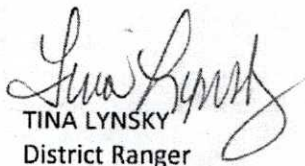
The environmental effects of the road maintenance activities will be minimal and will be limited to the roadway. Any adverse environmental effects will be limited in terms of duration, intensity, and degree of disturbance.

Finding

Upon reviewing the proposal, I find that there are no extraordinary circumstances related to this proposed action that would warrant further analysis or documentation in an Environmental Impact Statement or Environmental Analysis (36 CFR 220.6(b)).

I find the actions to be implemented by this decision are consistent with laws, regulations, and policy, as well as the Forest Plan.

This action is categorically excluded from documentation in an environmental impact statement or an environmental assessment because these are minor activities that fall under the category of 36 CFR 220.6(d) (4) Repair and maintenance of roads, trails, and landline boundaries. The categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects which may significantly affect the environment. Implementation may begin immediately.


TINA LYNSKY
District Ranger

The following protection measures are required:

- All maintenance activities are limited to the road prism (from the top of the cut bank to the bottom of the fill) and previously constructed drainage features such as lead off ditches, inlet basins, trash racks, and energy dissipaters.
- Culverts that are recommended for replacement are limited to intermittent streams with no surface flow at the time of maintenance.
- To minimize the potential for disturbance to northern spotted owls during their breeding season (February 1-July 10), heavy equipment operation will be limited to two hours per day at all work sites within 0.25 miles of suitable northern spotted owl nesting, roosting or foraging habitat.
- Known heritage sites located adjacent to roads will be flagged in the field by the Forest Service in order to avoid any ground disturbing activities in those sites.
- If additional Threatened, Endangered, or Sensitive species (plants or animals), or heritage sites are discovered with the project area, operations will stop in this area until the appropriate Forest Service specialist is notified and appropriate protection measures are taken.
- Project activities will be monitored during implementation using sediment prevention best management practices, to identify water quality concerns.

Extraordinary Circumstances Review

The following resource conditions and the potential effects of the proposed action on those resource conditions present were considered:

1. Federally Listed Threatened or Endangered Species, or Designated Critical Habitat, or Species Proposed for Federal Listing or Proposed Critical Habitat, or Forest Service Sensitive Species.

Project activities are designed to improve habitat and conditions for endangered fish species that are present in the project area. No new disturbance will occur outside of existing roadways. The proposed project area is outside of critical habitat for coho salmon and northern spotted owl and no nest sites or habitat for nesting, roosting, or foraging is present. The project will not adversely affect proposed, threatened, endangered or sensitive flora or fauna or the associated critical habitats. A limited operating period for noise disturbance is included in project design features to limit disturbance to northern spotted owls during the breeding season (February 1-July10).

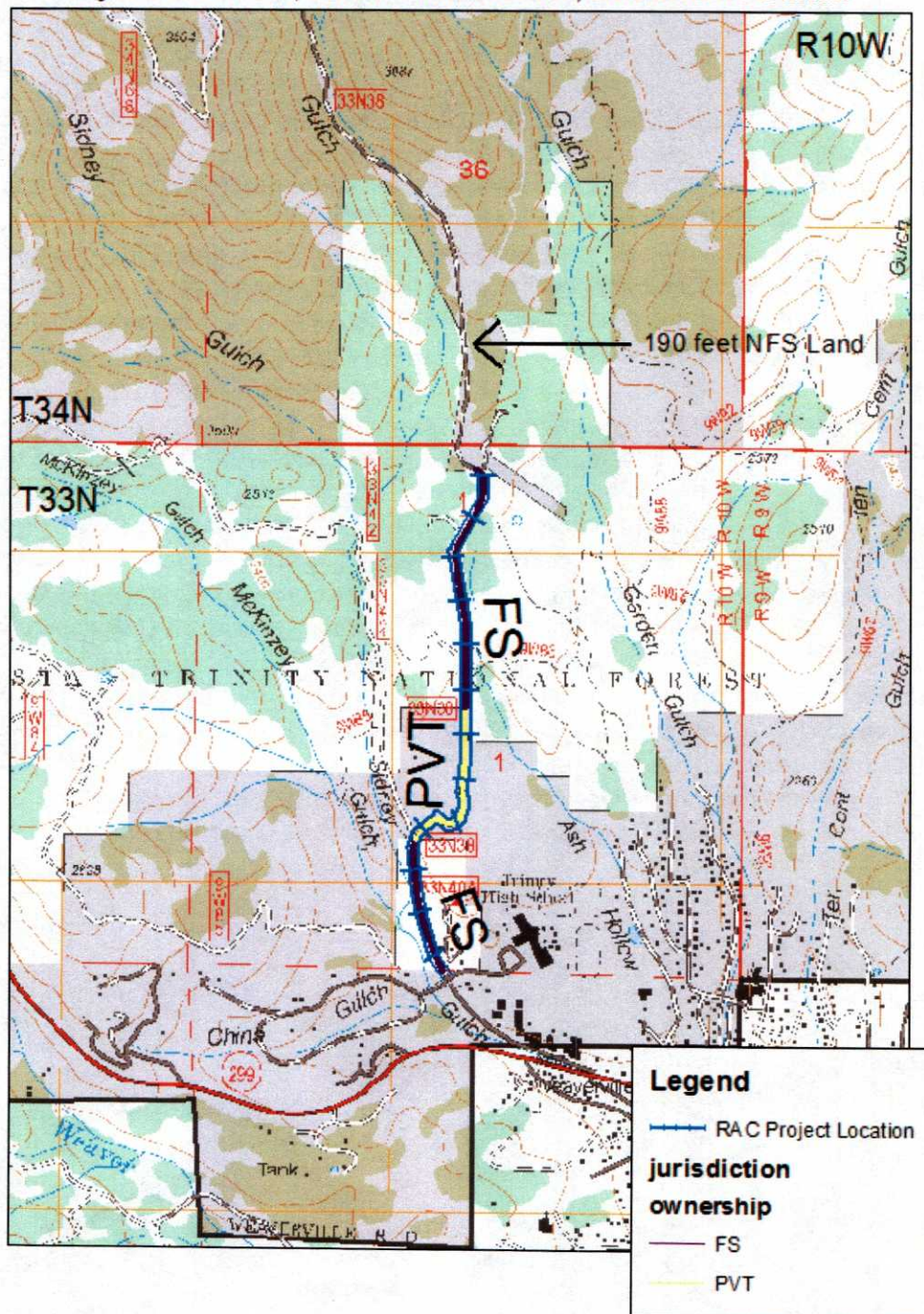
2. Floodplains, Wetlands, or Municipal Watersheds

Project activities are designed to reduce sedimentation that promotes healthy aquatic physical features, such as floodplains and wetlands. Floodplains within the project area are very limited in nature and would not be adversely impacted. This proposed action will only replace culverts in intermittent or ephemeral streams when the channel is dry. This reduces potential for impacts to aquatic features. Activities are limited to existing roadways and are necessary to maintain the roadway and associated drainage features. The project will not adversely affect floodplains, wetlands or municipal watersheds.

3. Congressionally Designated Areas such as Wilderness, Wilderness Study Areas, or National Recreation Areas

There are no congressionally designated areas within this project area so there will be no adverse effect to wilderness, wilderness study areas or national recreation areas.

Weaver Bally Road Sediment Reduction RAC Project Project Location, Road Jurisdiction, Easement Status



Weaver Bally Road Sediment Reduction Project 2016
Summary of Road Jurisdiction Issue Resolution
6/17/2016

Background

The Weaver Bally Road Sediment Reduction RAC Project resurfaces Weaver Bally Road from the intersection of Victory Lane north 1.198 miles from the intersection of Weaver Bally Road and Highway 299. It also cleans and/or upgrades five ditch relief culverts within that road length. The road traverses National Forest System lands in two places for a total length of 0.813 miles. It traverses private lands in one place from 0.316 and 0.67 miles between the two NFS sections, for a total length of 0.354 miles. There is an additional 0.031 miles of County road between Hwy 299 and Victory Lane. After the Trinity RAC recommended funding the Weaver Bally Road Sediment Reduction Project proposal for \$79,500 in 2015, a question came up as to whether the Forest Service had the authority to approve or fund work on sections of Weaver Bally Road (33N38) under private ownership, specifically whether an active easement was in place.

Resolution

INFRA identified that all parts of the first 1.198 north of Victory Lane are authorized for FS use either through a reservation or by virtue of being on NFS lands. An easement deed (Frase & Regan families) granted the right to cross the private land between 0.316 and 0.67 miles on 11/13/85. The easement was transferred to Mr. Moore when he purchased the land. Mr. Moore wanted to revoke the easement, but didn't follow through with the Forest Service to complete that and the easement is still active.

There is a 190 foot section of road 33N38 between 1.456 and 1.492 miles (well north of the RAC project location) that INFRA erroneously shows as in need of an easement; this section actually crosses a small piece of NFS lands and has no need for an easement. Angie Perez-Delgado is correcting the error in INFRA to show an easement is not needed.

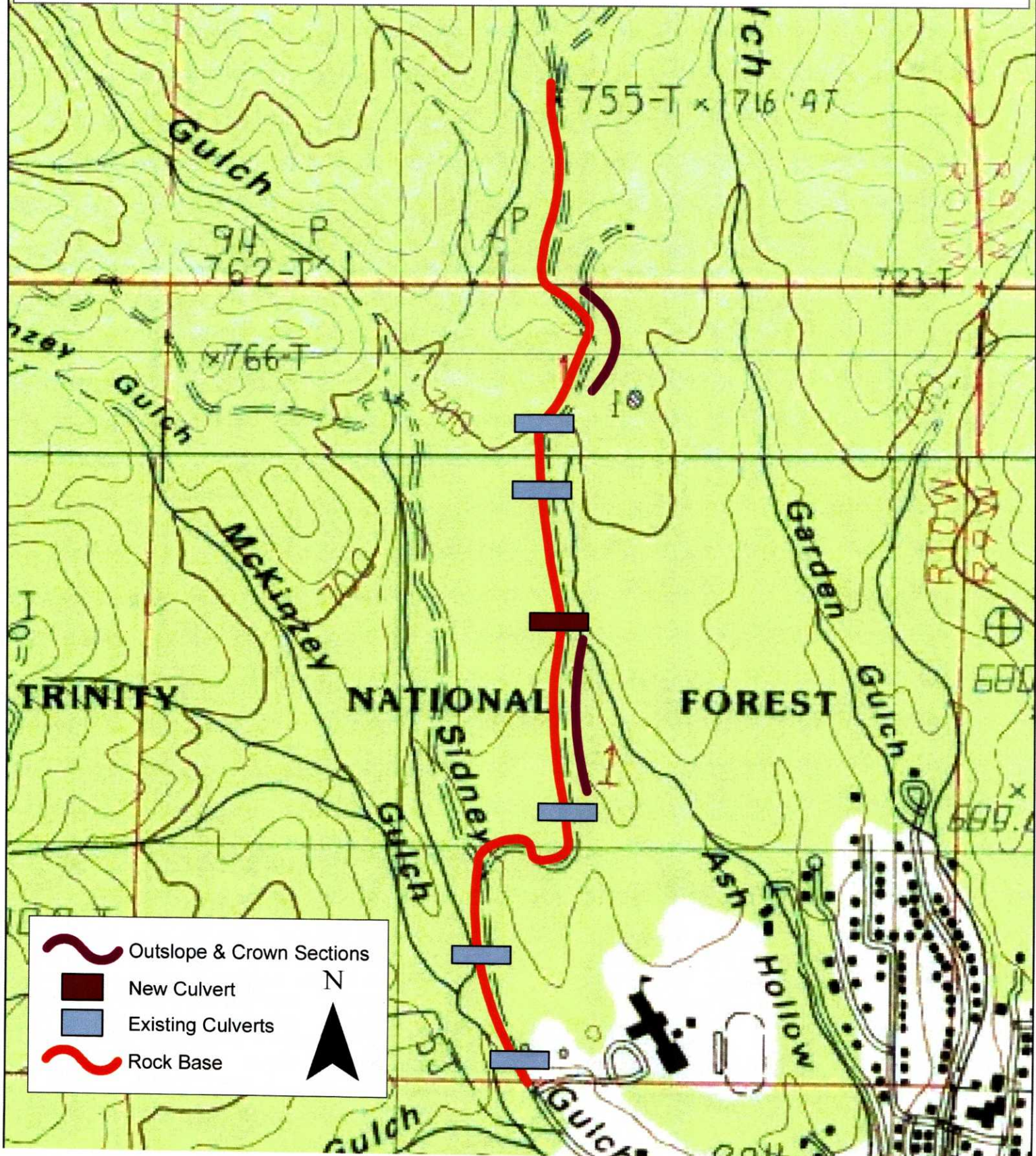
/s/ Susan Erwin

Attachment 3 - Project Area Map

Sidney Gulch Sediment Delivery Reduction Project

At Weaver Bally Rd, Weaverville

USGS Quad - Dedrick



Attachment:

USFS Agreement No.:
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	\$3,070.00	\$18,475.00	\$3,280.00	\$0.00	\$24,825.00
Travel	\$188.00	\$172.80	\$86.40	\$0.00	\$447.20
Equipment	\$0.00	\$23,800.00	\$9,750.00	\$0.00	\$33,550.00
Supplies/Materials	\$0.00	\$28,933.23	\$13,500.00	\$0.00	\$42,433.23
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$891.69	\$0.00	\$0.00	\$891.69
Other					\$0.00
Subtotal	\$3,258.00	\$72,272.72	\$26,616.40	\$0.00	\$102,147.12
Coop Indirect Costs		\$7,227.27	\$0.00		\$7,227.27
FS Overhead Costs	\$260.64				\$260.64
Total	\$3,518.64	\$79,500.00	\$26,616.40	\$0.00	
Total Project Value:					\$109,635.04

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 75.72%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 24.28%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
NEPA/CEQA Preparer	\$300.00	7.00		\$2,100.00
Project Manager	\$235.00	2.00		\$470.00
Agreement Administrator	\$250.00	2.00		\$500.00
Total Salaries/Labor				\$3,070.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Sm. Pickup - (100 mi. round t	2	\$47.00	2.00		\$188.00
Total Travel					\$188.00

Equipment

Standard Calculation

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

Supplies/Materials

Standard Calculation

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

Printing

Standard Calculation

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

Other Expenses

Standard Calculation

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

Subtotal Direct Costs

\$3,258.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
8.00%	\$3,258.00		\$260.64
Total FS Overhead Costs			\$260.64

TOTAL COST

\$3,518.64

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Private Landowner Coordination		\$400.00	2.00		\$800.00
Project Design		\$720.00	5.00		\$3,600.00
Contract Grant Preparation & Administrati		\$375.00	5.00		\$1,875.00
NEPA/CEQA & Permitting		\$500.00	10.00		\$5,000.00
Project Supervision/Photo Monitoring		\$720.00	10.00		\$7,200.00
Total Salaries/Labor					\$18,475.00

Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Office to Weaver Bally Road	2	\$4.32	20.00		\$172.80
Total Travel					\$172.80

Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Grader/Operators	1.00	\$1,000.00	3.00		\$3,000.00
Water Tender/Operator	1.00	\$1,000.00	3.00		\$3,000.00
Backhoe/Operator	1.00	\$800.00	5.00		\$4,000.00
Vibratory Compactor/Operat	1.00	\$1,000.00	2.00		\$2,000.00
Dump Truck/Operater	2.00	\$800.00	3.00		\$4,800.00
Traffic Control Truck/Operat	2.00	\$500.00	7.00		\$7,000.00
Total Equipment					\$23,800.00

Supplies/Materials

Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Road Base FOB	Tons	1467	\$17.00		\$24,933.33
18" CMP & Bands (delivered LF		120.00	\$26.52		\$3,182.40
Carsonite Signs	EA	30.00	7.50		\$225.00
12" minus RSP FOB	Tons	30.00	\$19.75		\$592.50
Total Supplies/Materials					\$28,933.23

Printing

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

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
1600 Agreement		1.00	\$701.69		\$701.69
401 Certification		1.00	\$190.00		\$190.00
Total Other					\$891.69

Subtotal Direct Costs	\$72,272.72
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$72,272.72		\$7,227.27
Total Coop. Indirect Costs			\$7,227.27

TOTAL COST	\$79,500.00
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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
Private Landowner Coordination	\$400.00	1.00		\$400.00
Project Design	\$720.00	2.00		\$1,440.00
Contract Grant Preparation & Administrati	\$375.00	0.00		\$0.00
NEPA/CEQA & Permitting	\$500.00	0.00		\$0.00
Project Supervision/Photo Monitoring	\$720.00	2.00		\$1,440.00
Total Salaries/Labor				\$3,280.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Office to Weaver Bally Road	1	\$4.32	20.00		\$86.40
Total Travel					\$86.40

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Small bulldozer/Operator	1.00	\$750.00	3.00		\$2,250.00
Small Backhoe/Operator	1.00	\$750.00	2.00		\$1,500.00
Fire Protection Engine (Mod	1.00	\$600.00	10.00		\$6,000.00
Total Equipment					\$9,750.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
Traffic Control Signs	EA	6.00	\$50.00		\$300.00
AC Grindings	Tons	1467	\$9.00		\$13,200.00
Total Supplies/Materials					\$13,500.00

Subtotal Direct Costs

\$26,616.40

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$26,616.40			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST

\$26,616.40