



Contract Number  
20-684

SAP Number

## Public Works

Department Contract Representative	<u>Melissa Walker</u>
Telephone Number	<u>(909) 387-8040</u>
Contractor	<u>United States Forest Service</u>
Contractor Representative	<u>Travis Manson</u>
Telephone Number	<u>(707) 562-8782</u>
Contract Term	<u>August 25, 2020 – June 30, 2025</u>
Original Contract Amount	<u>\$2,500 per year</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$12,500</u>
Cost Center	<u>6650002000</u>

**Briefly describe the general nature of the contract:** This Cooperative Agreement will allow the County staff to provide an expected level of service to residents to facilitate winter snow play activities in the Valley of the Falls area. The County's Public Works road limits on Valley of the Falls drive ends at Rock drive, beyond which is a non-maintained road, approximately 0.59 miles in length, leading to a USFS parking lot and Big Falls Park, with USFS property on either side of the parking lot. Under this agreement the County will service this area and USFS will reimburse County up to \$2,500 per year for a total of \$12,500 over 5 years. This agreement may be terminated in writing in whole, or in part, by either party, with 30 days advanced notice.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Suzanne Bryant  
Suzanne Bryant, County Counsel

Date AUG. 20, 2020

Reviewed for Contract Compliance

▶ Andy Silao  
Andy Silao, P.E.

Date 8/20/2020

Reviewed/Approved by Department

▶ Brendon Biggs  
Brendon Biggs, Assistant Director

Date 8/20/2020

FS Agreement No. 20-RO-11051200-002

Cooperator Agreement No. \_\_\_\_\_

**ROAD PROJECT AGREEMENT**  
**Between The**  
**COUNTY OF SAN BERNARDINO**  
**And The**  
**USDA, FOREST SERVICE, SAN BERNARDINO**

This Project Agreement (agreement) is hereby made and entered into by and between County of San Bernardino, hereinafter referred to as "County," and the USDA, Forest Service, San Bernardino National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement # 20-RO-11051200-001 executed between the parties on \_\_\_\_\_.

Project Title: Falls Snow Plowing

**I. BACKGROUND:**

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on \_\_\_\_\_. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



## II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the snow plowing operations on the Falls road (0.59 miles) and Falls Trailhead for the benefit of winter snow play activities in the area. The work is as described in the hereby incorporated Financial and Operating Plan, attached as Attachment B.

## III. THE COOPERATOR SHALL:

- A. Perform in accordance with the:
  - 1. Scope of Work - Attachment A
  - 2. Schedule A
  - 3. Annual Road Maintenance Plan
  - 4. County Contract - Attachment C
  - 5. Map – Attachment D
- B. San Bernardino County shall plow snow on FS Road #1S03 and the Fall Trailhead to allow for safe parking and access for the recreating public.
- C. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$2,500.00.

## IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Attachment B.
- B. 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 \$2,500.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's invoice. Each invoice from the County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) 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 and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109



or  
E-Mail to: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)  
or  
FAX: 877-687-4894

Send a copy to: Travis Mason, Assistant Recreation Officer  
Front Country R.D.  
1209 Lytle Creek Road  
Lytle Creek, CA, 92358  
E-Mail: [travis.mason@usda.gov](mailto:travis.mason@usda.gov)

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD 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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Rodney Reimann 825 East Third St., Building 10 San Bernardino, CA, 92415 Phone: 909-387-1817 FAX: 909-387-8198 Email: <a href="mailto:reimann@dpw.sbcounty.gov">reimann@dpw.sbcounty.gov</a>	Brendon Biggs, Assistant Director 825 East Third St., Building 10 San Bernardino, CA, 92415 Phone: 909-387-8040 FAX: 909-387-8198 Email: <a href="mailto:bbiggs@dpw.sbcounty.gov">bbiggs@dpw.sbcounty.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Grants and Agreement Contact</b>
Travis Mason, Assistant Recreation Officer San Bernardino N.F., Front Country R.D. 1209 Lytle Creek Road Lytle Creek, CA, 92358 Phone: 909-382-2716 Email: <a href="mailto:travis.mason@usda.gov">travis.mason@usda.gov</a>	Geraldine Bordash (Gerri) Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Phone: 707-562-8782 Email: <a href="mailto:gerri.bordash@usda.gov">gerri.bordash@usda.gov</a>

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 **the 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 **the County** fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds **the County** has expended in violation of sections 433 and 434.

- C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- D. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 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).
- E. 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.
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- G. 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.



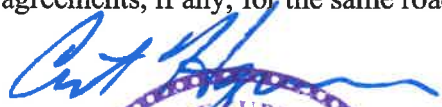
- H. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties 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.
- J. 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.
- K. MODIFICATION. 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.

- L. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective for 5 years from date of last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- N. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

  
 \_\_\_\_\_  
 Chairman, *Curt Hagman*  
 County Board of Supervisors  
 Date **AUG 25 2020**

  
 \_\_\_\_\_  
 Clerk of the Board, *Lynn Mones*  
 County Board of Supervisors  
 Date **AUG 25 2020**

  
 \_\_\_\_\_  
 BRENDON BIGGS, MS, PE.  
 Assistant Director - Operations Division  
 Department of Public Works  
 County of San Bernardino  
 Date *8/25/2020*

\_\_\_\_\_  
 JODI NOIRON, Forest Supervisor  
 U.S. Forest Service, San Bernardino National Forest  
 Date



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

**GERALDINE BORDASH**

Digitally signed by GERALDINE BORDASH  
Date: 2019.12.12 18:10:52 -08'00'

GERALDINE C. BORDASH

Date

U.S. Forest Service, Grants Management Specialist

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.

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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

**GERALDINE BORDASH**

Digitally signed by GERALDINE BORDASH  
Date: 2020.07.14 12:24:05 -07'00'



## Attachment A

### Front Country Ranger District/ San Bernardino County

#### Forest Service Road #1S03- Scope of Work

Front Country Ranger District having establishing a formal partnership with San Bernardino County Roads Department through a Project Road Agreement 20-RO-11051200-002 is asking the county to assistance with snow removal/ plowing from the intersection of County Road # 360750 "Valley of the Falls" and Forest Service Road #1S03 "Falls" to the Falls Trailhead 1E08.3 (0.59 Miles).

Tasks are as follows:

- 1) San Bernardino County Shall plow snow on 1S03 and within the trailhead parking area to allow for safe parking and access for the recreating public.
- 2) San Bernardino County shall cinder the road surface after plowing
- 3) Provide the Forest Service timelines when plowing will occur.



**Schedule A**

USFS Agreement Number: 19-R0-11061200-009		COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING				
		ROAD NAME	ROAD NUMBER NFSR   COUNTY	TERMINI	LENGTH	OWN		EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	ALL COUNTY

**Schedule A**

USFS Agreement Number:		ROAD NUMBER		COUNTY ROW		USFS ROW		ROAD RESTRICTIONS		ROAD MAINTENANCE & SIGNING	
		NFSR	COUNTY	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	ALL COUNTY	ALL USFS
ROAD NAME	USFS Agreement Number:	ROAD NUMBER NFSR	COUNTY	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	ALL COUNTY	ALL USFS
	19-R0-11061200-009										
				LENGTH	TERMINI						Insert Operating Maint. Level for all NFSR

FS Agreement Number: 20-RO-11051200-002  
 Cooperator Agreement Number: \_\_\_\_\_  
 Cooperator DUNS Number: \_\_\_\_\_ N/A

## ANNUAL ROAD MAINTENANCE PLAN

December 1, 2020		April 15, 2021
Beginning Date		Ending Date
<b>San Bernardino National Forest</b>	<b>San Bernardino</b>	<b>California</b>
National Forest	County	State
<b>FALLS</b>	<b>1S03</b>	
Road Name	FS Road Number	County Road Number
<b>Valley of the Falls Drive CO-RD-360750</b>	<b>FS Trail 1E08.3</b>	<b>4</b>
Beginning Terminus	Ending Terminus	Maintenance Level
<b>0.59</b>		
Length (miles)	R&B District	Priority

Note:

<b>Maintenance Responsibility</b>
-----------------------------------

Maintenance Activity	FS	County	Schedule	Remarks
Surface Blading	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Repair	<input type="checkbox"/>	<input type="checkbox"/>		
Surface Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Dust Abatement	<input type="checkbox"/>	<input type="checkbox"/>		
Slide Removal	<input type="checkbox"/>	<input type="checkbox"/>		
Roadside Brushing/Mowing	<input type="checkbox"/>	<input type="checkbox"/>		
Ditch Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Cleaning	<input type="checkbox"/>	<input type="checkbox"/>		
Culvert Replacement	<input type="checkbox"/>	<input type="checkbox"/>		
Warning/Regulatory Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Guide Signs	<input type="checkbox"/>	<input type="checkbox"/>		
Bridges:				
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		
Posting	<input type="checkbox"/>	<input type="checkbox"/>		
Maintenance	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Hazard Tree Removal	<input type="checkbox"/>	<input type="checkbox"/>		

By: JODY NOIRON x _____ Forest Service	_____ Date
By: BRENDON BIGGS x _____ County	_____ Date

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

# ATTACHMENT C

## Public Works - Transportation

<b>Department Contract Representative</b>	<u>Brendon Biggs</u>
<b>Telephone Number</b>	<u>(909) 387- 8040</u>
<b>Contractor</b>	<u>United States Forest Service</u>
<b>Contractor Representative</b>	<u>Travis Manson</u>
<b>Telephone Number</b>	_____
<b>Contract Term</b>	<u>Five years Ending June 30 2025</u>
<b>Original Contract Amount</b>	<u>\$2,500 per year</u>
<b>Amendment Amount</b>	_____
<b>Total Contract Amount</b>	<u>\$12,500</u>
<b>Cost Center</b>	<u>6650002000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, **USFS** is in need of **SNOW REMOVAL WORK** on the USFS property on Valley of the Falls Drive in the Forest Falls area; and

WHEREAS, United States Code section 204 (a)(2) authorize **USFS** to contract with **COUNTY** for the maintenance, construction or repair of **USFS** roads, if the legislative body of **USFS** determines that it is necessary for the more efficient maintenance, cleanup, repair, and snow removal of said roads; and

WHEREAS, the legislative body of **USFS** determines that it is necessary for the more efficient snow removal of its street facility and parking area (hereinafter referred to as "**SNOW REMOVAL WORK**") along Valley of the Falls Drive within **USFS** to contract with **COUNTY**; and

WHEREAS, **SNOW REMOVAL WORK** will be performed by **COUNTY** staff and/or **COUNTY** contractors; and

WHEREAS, **SNOW REMOVAL WORK** will not exceed \$2,500 per year and **USFS** will reimburse **COUNTY** for all costs incurred by **COUNTY** in performing such **SNOW REMOVAL WORK** requested by **USFS** and completed by **COUNTY**; and

WHEREAS, **SNOW REMOVAL WORK** on the USFS property on Valley of the Falls Drive is estimated between at 1 hour to three hours at a current hourly rate of \$175 per hour; and

WHEREAS, this agreement supersedes and replaces any previous master agreements including agreement 91- 800.

WHEREAS, **COUNTY** and **USFS** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

## SECTION I

### 1.1 For CONTRACT WORK provided to USFS:

#### COUNTY AGREES TO:

- 1.2 Typically snow removal operations commence when 2-inches of snow have accumulated on the roadway surface. **DPW** shall contact **USFS** and notify **USFS** of intent to proceed with snow removal activities based on National Weather service forecasts and obtain advanced permission prior to plowing **USFS** road(s) and facilities.
- 1.3 Utilize **COUNTY's** Department of Public Works labor force or contractors in providing services under this Agreement.
- 1.4 The U.S. Forest Service Agreement numbers 20-RO-11050200-001 and 20-RO-11050200-002 are the documents permitting San Bernardino County to perform **SNOW REMOVAL WORK** as listed in the agreement
- 1.5 Submit to **USFS** an itemized accounting of actual **SNOW REMOVAL WORK** costs incurred by **COUNTY** and an invoice for such costs monthly.

#### USFS AGREES TO:

- 1.6 Supply the county with the U.S. Forest Service Agreements numbered 20-RO-11050200-001 and 20-RO-11050200-002 permitting the San Bernardino County to perform **SNOW REMOVAL WORK** on National Forest System lands as listed in the agreement.
- 1.7 After **COUNTY** completes each individual **SNOW REMOVAL WORK** task and submits an itemized accounting of actual **SNOW REMOVAL WORK** costs incurred by **COUNTY** along with an invoice, to reimburse **COUNTY** for **SNOW REMOVAL WORK** costs within sixty (60) days after receipt of invoice. Costs include current Board approved labor rates (including fringe and overhead factors) plus all equipment and material needed
- 1.8 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **SNOW REMOVAL WORK** with the **COUNTY**.

## SECTION II

### 2.1 IT IS MUTUALLY AGREED:

- 2.2 The total cost for all work performed pursuant to Section 1.0 shall not exceed two thousand five hundred dollars (\$2,500) per fiscal year, a written amendment will need to be provided each year to add funds to this Agreement.
- 2.3 **COUNTY** is only responsible to provide the **SNOW REMOVAL WORK** of facilities identified in the "Notice to Proceed" from the **USFS** and agreed to by the **USFS**. After completion of **SNOW REMOVAL WORK**, the **USFS** shall be responsible for all future maintenance and repair work.
- 2.4 In order to coordinate tasks, supervise subordinate staff or resolve any conflict, each Department designates the following to manage this MOU:
  - a. DPW– Operations Regional Superintendent, Valley Area
  - b. USFS- District Lands and Recreation Officer

**SECTION III**

3.1 IT IS FURTHER UNDERSTOOD AND AGREED:

- 3.2 The Effective Date of this Agreement shall be the first date on which all of the following has occurred: (1) the **USFS's** and **COUNTY's** Board has approved the Agreement; and (2) the authorized representative of each has signed the Agreement.
- 3.3 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by **USFS** and **COUNTY**.
- 3.4 All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

USFS  
1209 Lytle Creek Road  
Lytle Creek, CA 92358  
Attn.: Travis Mason,  
District Recreation Officer

County of San Bernardino  
825 East Third Street  
San Bernardino, CA 92415  
Attn.: Brendon Biggs,  
Assistant Director of  
Operations, Public Works



- 3.5 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.
- 3.6 This Agreement shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated. Any dispute or action to enforce any obligation under this Agreement shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this Agreement, each **PARTY** to the Agreement shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraphs 4.3.
- 3.7 This Agreement contains the entire Agreement of the parties with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This Agreement may only be modified in writing, signed by authorized representatives of both **USFS** and **COUNTY**.
- 3.8 This Agreement may be terminated, with or without cause, by either **USFS** or **COUNTY** upon thirty (30) days advance written notice by the party wishing to terminate, provided however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **SNOW REMOVAL WORK** authorized prior to notice of cancellation. In the event of cancellation as provided herein, all **SNOW REMOVAL WORK** costs required to be paid by the parties prior to the effective date of cancellation shall be paid by the parties in the same proportion to their contribution for the **SNOW REMOVAL WORK**.
- 3.9 Except with respect to the indemnification obligations contained herein, this Agreement shall be for a term of three (3) years and shall terminate on June 30, 2025, unless it is terminated early as provided in Paragraph 4.9.

This Agreement may be signed in counterparts, each of which shall constitute an original

**GERALDINE BORDASH** Digitally signed by  
GERALDINE BORDASH  
Date: 2020.07.14  
12:25:06 -07'00'

COUNTY OF SAN BERNARDINO

USDA Forest Service, San Bernardino National  
Forest

(Print or type name of corporation, company, contractor, etc.)

  
Curt Hagman, Chairman, Board of Supervisors

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dated: **AUG 25 2020**  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name JODY NOIRON  
(Print or type name of person signing contract)

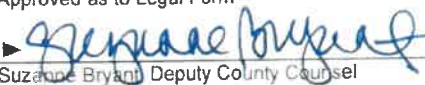




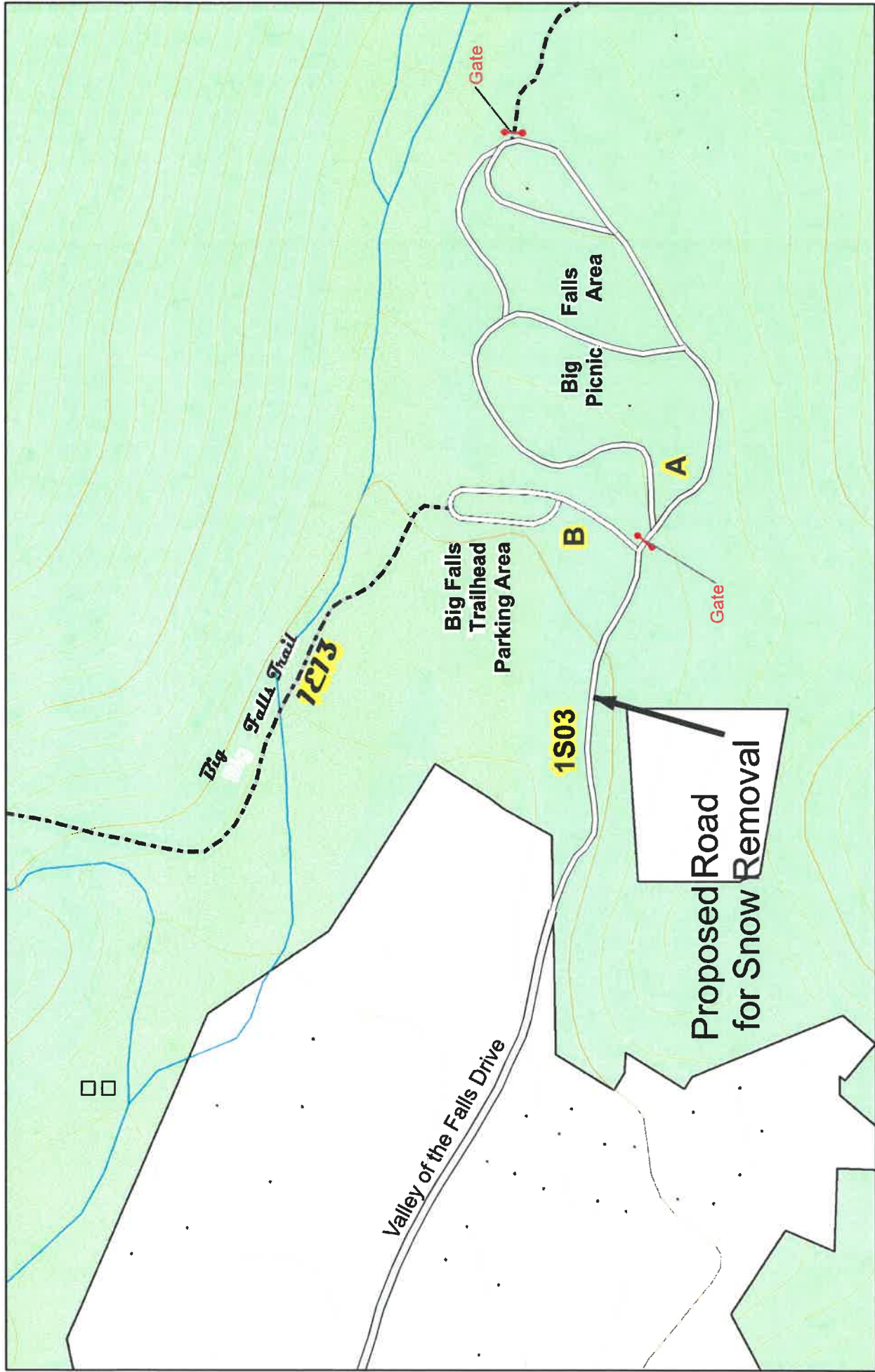
Title Forest Supervisor  
(Print or Type)

By   
Cynthia Moraga  
Clerk of the Board of Supervisors  
County of San Bernardino  
Deputy

Dated: \_\_\_\_\_  
Address 602 S. Tippecanoe Avenue  
San Bernardino, CA 92408-2607

FOR COUNTY USE ONLY

Approved as to Legal Form  Suzanne Bryant, Deputy County Counsel Date <u>AUG. 20, 2020</u>	Reviewed for Contract Compliance  Andy Silao, P.E. Date <u>8/20/2020</u>	Reviewed/Approved by Department  Brendon Biggs, Assistant Director Date <u>9/20/2020</u>
--	---	--



Date: 11/27/2018

— National Forest System Road

— Primary Road

— Non-Forest Service System Land

— Forest Service System Land

### Big Falls Snow Removal Proposal



Attachment:  USFS Agreement No.:  Mod. No.:   
 Cooperator Agreement 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)**  
 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	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.00
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Other						\$0.00
Subtotal	\$41.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,541.00
Coop Indirect Costs		\$0.00	\$0.00			\$0.00
FS Overhead Costs	\$4.10					\$4.10
<b>Total</b>	<b>\$45.10</b>	<b>\$2,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,545.10</b>
<b>Total Project Value:</b>						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	100.00% (f)
Total Cooperator Share (c+d) ÷ (e) = (g)	0.00% (g)
Total (f+g) = (h)	100.00% (h)

## WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days		Total
Snow Plow Review	\$410.00	0.10		\$41.00
				\$0.00

##### Non-Standard Calculation

Total Salaries/Labor

\$41.00

#### 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
				\$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** **\$41.00**

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$41.00	\$4.10

Total FS Overhead Costs \$4.10

**TOTAL COST** **\$45.10**

## WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

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

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

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

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

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 Hrs	Cost/Hr	Total
Snow Plowing	14.28570	\$175.00	\$2,500.00
			\$0.00

**Non-Standard Calculation**

**Total Other** **\$2,500.00**

<b>S</b>	
<b>Coop</b>	

Current Overhead Rate	Subtotal Direct Costs		Total
	\$2,500.00		\$0.00

**Total Coop** |

<b>TOTAL COST</b>	<b>\$2,500.00</b>
-------------------	-------------------



## WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

#### Travel

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

Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

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

Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

#### Supplies/Materials

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

Non-Standard Calculation

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
---------------------------------	---------------

#### Printing

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

Non-Standard Calculation

\$0.00

<b>Total Printing</b>					<b>\$0.00</b>
-----------------------	--	--	--	--	---------------

**Other Expenses**

**Standard Calculation**

Item		# of Units	Cost/Unit		Total
------	--	------------	-----------	--	-------

\$0.00

**Non-Standard Calculation**

<b>Total Other</b>					<b>\$0.00</b>
--------------------	--	--	--	--	---------------

<b>S</b>					
<b>Coop</b>					

Current Overhead Rate	Subtotal Direct Costs				Total
-----------------------	-----------------------	--	--	--	-------

\$0.00

\$0.00

<b>Total Coop</b>					
-------------------	--	--	--	--	--

<b>TOTAL COST</b>	<b>\$0.00</b>
-------------------	---------------

## WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

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

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

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

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

Printing				
<b>Standard Calculation</b>				
Paper Material		# of Units	Cost/Unit	
				\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

**Other Expenses**

**Standard Calculation**

Item	# of Units	Cost/Unit	Total
			<b>\$0.00</b>

**Non-Standard Calculation**

**Total Other** **\$0.00**

<b>Subtotal Direct Costs</b>	<b>\$0.00</b>
------------------------------	---------------

<b>TOTAL COST</b>	<b>\$0.00</b>
-------------------	---------------