

CHALLENGE COST SHARE AGREEMENT
BETWEEN
EL DORADO COUNTY WORKFORCE INVESTMENT ACT
AND
U.S. FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the El Dorado County Workforce Investment Act, hereinafter referred to as El Dorado County WIA, and U.S. Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as Forest Service, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154 and the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) as amended by P.L. 104-127.

A. PURPOSE:

To cooperate with the Forest Service and students in El Dorado County in the Generation Green of Lake Tahoe program by providing job training, personal development, and natural resource appreciation while accomplishing work that contributes to and benefits public lands.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service has responsibility for administration of lands in the National Forest System, and recognizes the advantages of cooperating with and serving as host to job training organizations by working with youth, identifying work projects, and providing an opportunity to learn about the principles and practices of resource management and conservation.

The El Dorado Co WIA, in South Lake Tahoe, CA, makes the connection between people and jobs by providing information, services and job training to potential employees. Through community partnerships, their goal is to develop a well-prepared workforce, respond to employer needs and support a healthy local economy.

C. FOREST SERVICE SHALL:

1. REIMBURSABLE BILLING. Bill the cooperator quarterly for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Overhead at the rate of 0% will be assessed.

Billings shall be sent to:

El Dorado County Workforce Investment Act
981 Silver Dollar Avenue
South Lake Tahoe, Ca 96150

Name of Contact and Phone Number for billing questions:
Koko Green
530/573-4333

If payment is not received to the satisfaction of the Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

2. Deposit the payments received from the Cooperator into a Forest Service cooperative/reimbursable work fund.
3. Recruit and hire students meeting all the legal requirements regarding the employment of minors.
4. Provide student and parent orientation prior to hiring in English and Spanish so that the students and their parents understand the employment responsibilities and the program.
5. Identify projects and provide instruction, education, supervision and job hazard analyses for project work.
6. Provide tools such as Mc Clouds, rakes, shovels, pruning shears, and safety equipment such as hard hats and gloves.
7. Provide certificates of completion and letters of recommendation to all successful participants.

A. EL DORADO COUNTY WIA SHALL:

1. REIMBURSABLE PAYMENT BY COOPERATOR TO FOREST SERVICE. Upon presentation of a Bill for Collection, reimburse the Forest Service for funds sufficient to cover the costs (including overhead) incurred under this instrument for the specific payment period. Overhead at the rate of 0% will be assessed. The work to be provided under this instrument is specified in Exhibit A, attached hereto, and by this reference incorporated herein.
2. Recruit students meeting all the legal requirements for the WIA program.
3. Reimburse the Forest Service \$8 /hour for 40 hours a week for seven weeks for up to fourteen students who qualify for the program.
4. Provide WIA qualified students with support services.
5. Provide assistance for resume writing, job hunting and leadership.
6. The County Officer or employee with responsibility for administering this Agreement is Debbie L. Stack, Program Manager, Department of Human Services, or successor

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

1. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
3. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to this agreement shall be retained for a period of 3 years.
4. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
5. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
6. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations and individuals.
7. TERMINATION. Any of the parties, in writing, may terminate the instrument 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 the instrument 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 shall be refunded within 60 days after the effective period.

8. **NONDISCRIMINATION.** The recipient/cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"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, (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 users). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that ***"This institution is an equal opportunity provider."***

9. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

Joy Barney
Conservation Education Program
Specialist
35 College Drive
South Lake Tahoe, CA
96150
Phone: (530) 543-2685
FAX: (530) 543-2693
E-Mail: jbarney@fs.fed.us

Cooperator Project Contact

Koko Green
Department of Human Services
Workforce Investment Act
981 Silver Dollar Avenue
South Lake Tahoe, CA
96150
Phone: (530) 573-4333
FAX:
E-Mail: koko.green@co.el-dorado.ca.us

Forest Service Administrative Contact

Karine Wagner
Grants & Agreements Specialist
Truckee Ranger District
9646 Donner Pass Road
Truckee, CA 96161
Phone: 530/587-3558 x262
FAX: 530/587-6914
E-Mail: karnewagner@fs.fed.us

Cooperator Administrative Contact

Gayle Erbe-Hamlin, Purchasing Agent
County of El Dorado
CAO, Procurement & Contracts
330 Fair Lane
Placerville, CA 95667
Phone: 530 621-5530
FAX:
E-Mail:

- 10. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.
- 11. 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.
- 12. ANNUAL OPERATING/FINANCIAL PLAN. The attached AOP/financial plan is hereby incorporated and becomes a part of this agreement.
- 13. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature for a term of June 23, 2009 through September 30, 2009 at which time it will expire unless extended.
- 14. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator 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 written date below.

EL DORADO COUNTY

US FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT
UNIT

Date: _____

By: _____

**Chairman
Board of Supervisors
"County"**

**ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors**

By: _____

Date: _____

Deputy Clerk

TERRI MARCERON
Forest Supervisor

DATE

The authority and format for this instrument
have been reviewed and approved for -
signature.

/s/ Karine Wagner 06/18/2009
KARINE WAGNER DATE
Agreements Coordinator
USFS - IBET Province

EXHIBIT A
To
COLLECTION AGREEMENT
Between
El Dorado County Workforce Investment Act
and
U.S. Forest Service
Lake Tahoe Basin Management Unit

DESCRIPTION OF WORK:

Funding for a portion of the salary for four students to work for seven weeks at 40 hours per week. Work accomplished will include erosion control surveys, mountain beaver surveys, hydrophobicity soil monitoring, interpretive and conservation education programs, and recreation site improvement projects.

COSTS:

NAME: Rodolfo Mendoza @ 280 HOURS x \$8.00 /HOUR = \$ 2,240.00

NAME: Thalia Lomeli @ 280 HOURS x \$8.00 /HOUR = \$ 2,240.00

NAME: Maricela Prieto @ 280 HOURS x \$8.00 /HOUR = \$ 2,240.00

NAME: Ariana Torres @ 280 HOURS x \$8.00 /HOUR = \$ 2,240.00

OTHER Supplies \$ 400.00

Subtotal = \$ 9,360.00

ENTER Overhead Assessment Rate--> 0.0% = \$ -

Total to be Collected = \$ 9,360.00

Agreements Financial Plan (Long Form)

1. 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						(m) Total											
	(a) Non-Cash	(b) In-Kind	(c) Obligation to Pay Coop. Expenses	(d) Non-Cash	(e) In-Kind	(f) Cash	(g) (n) (o) (p)			(k) Non-Fed		(l) Federal										
							Cash	Federal	Non-Fed													
Salaries/Labor	\$2,475.00			\$1,141.20		\$8,960.00															\$12,576.20	
Travel	\$1,000.00																					\$1,000.00
Equipment	\$400.00					\$400.00																\$400.00
Supplies																						\$400.00
Materials																						\$0.00
Printing																						\$0.00
Other							\$800.00															\$800.00
Other																						\$0.00
Subtotal	\$3,875.00	\$0.00	\$0.00	\$1,941.20	\$0.00	\$9,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,176.20
Indirect Costs	\$298.38																					\$298.38
Total	\$4,173.38	\$0.00	\$0.00	\$1,941.20	\$0.00	\$9,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,474.58

(n) Estimated Program Income (subtract from total of column (m)).
 (o) Net Total Project Value: \$15,474.58

Matching Costs Determination		(p)
Total Forest Service Share = (a+b+c)/(o) = (p)		26.97%
Third Party Contribution-- Federal = (n+i+1)/(o) = (q)		0
Total Federal Share = (p+q) = (r)		26.97%
Total Cooperator Share = ((d+e+f+g+i+k) - (n)) / (o) = (s)		73.03%
Total (r+s) = (t)		100.00%

Reimbursement Calculation
 Forest Service reimbursement percent (as % of expenses directly incurred by the Cooperator-- i.e., Cooperator's non-cash and cash contributions only-- that are subject to Forest Service reimbursement)
 (c)/[(c+d+f) - (n)] = (u)
 0.00%
 Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in agreement provisions n/a and n/a multiplied by 0.00%)
 (u) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c).

USDA Forest Service

FS-1500-NEW

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(l), should provide a cost analysis of the corresponding matrix columns, (a)-(l), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) In-Kind Contribution should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, that is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate or months x FOR rate, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials --list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a) FS Non-Cash Contribution
Students hired as GS-1 at \$10.21/Hour; \$2.21 not reimbursed by cooperator. \$2.21 x 40 hours x 7 week program x 4 students = \$2,476; Travel (Van) \$1,000 and Equipment Use \$400; FS CY09 OH Assessment Rate is 7.7%

Column (d) Coop. Non-Cash Contribution
Salary = 32 Hours x \$22.41/Hour (Casey) = \$717.12 + 9 Hours x \$47.12/Hour (KoKo) = \$424.08 -- Total Salary = \$1,141.20; Other = \$100/Student for support services (footwear, etc.) and up to \$100/Student for incentive bonus x 4 students = \$800

Column (f) See attached Exhibit A

Coop. Cash Contribution

3. Instructions: Use this form in conjunction with ID 1509.11-2007-1.

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

(a) Forest Service Non-Cash Contribution: Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Forest Service.

(b) Value of Forest Service In-Kind Contribution: Forest Service contributions toward completion of the project for which the Forest Service has incurred no expense. These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

- (c) **USDA Forest Service Pay Cooperator Expenses:** This is the maximum Forest Service funding to be obligated under the agreement for advance or reimbursement of the **FSS-1500-NAME** of cooperator expenses. This is an expense to the Forest Service.
- (d) **Cooperator Non-Cash Contribution:** Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Cooperator.
- (e) **Value of Cooperator In-Kind Contribution:** Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has incurred no expense. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.
- (f) **Cash Contribution to the Forest Service:** Cooperator cash contribution provided to the Forest Service for use in completing the project. This is an expense to the Cooperator. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority in the Agreement if this column is used.
- (g) **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.
- (h) **Third Party Cash Contribution Federal:** Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.
- (i) **Third Party Non-Cash Contribution Non-Federal:** Non-cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.
- (j) **Third Party Non-Cash Contribution Federal:** Non-cash contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.
- (k) **Third Party In-Kind Contribution Non-Federal:** In-kind contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.
- (l) **Third Party In-Kind Contribution Federal:** In-kind contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.
- (m) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.
- (n) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.
- (o) **Net Total Project Value:** The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.

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-New. The time required to complete this information collection is estimated to average XX minutes/hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-220-2600 (voice and TDD).

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