

FS Agreement No. 13-PA-11051200-018
Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
SAN BERNARDINO COUNTY PROBATION DEPARTMENT AND THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
And The
USDA, FOREST SERVICE
SAN BERNARDINO NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the San Bernardino County Probation Department and the San Bernardino County Superintendent of Schools, hereinafter referred to as "Cooperator," and the USDA, Forest Service, San Bernardino National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

Background: This project is a continuation of a program that began in the year 2001 in which the U.S. Forest Service partnered with the Cooperator to assist juvenile offenders in job training and employment. The resulting Fire Sciences Academy has been successfully training and educating eligible participants during their commitment periods. Modifications to the agreement have allowed fire prevention work crews to assist the U.S. Forest Service with its mission to restore and enhance landscapes, protect and enhance water resources, develop climate change resiliency and help create jobs that will sustain communities.

Title: Natural Resources Management, Environmental Education and Fire Sciences Program

1) PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide cooperative workforce, job training and development activities for youth in accordance with the following provisions and the hereby incorporated Financial Plan and Scope of Work, attached as Attachments A and B.

2) STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is entrusted with the administration of 676,666 acres of public forest lands. A part of that administration is fuels management, recreation, facilities and trail maintenance within the National Forest System. The Cooperator has the responsibility to develop employment opportunities for their eligible participants and has partnered with the U.S. Forest Service which has an interest in providing valuable job training experiences for youth in natural resource management through project work, in addition to decreasing fire hazards and removal of excess debris and vegetation. It is also important to the future



of the U.S. Forest Service to motivate and educate youth in the area of natural resources and environmental education to further care for the land.

- A. The Cooperator has demonstrated experience working with youth, and desires to cooperate with the U.S. Forest Service to provide youth developmental work and educational opportunities and to participate in fire education and natural resource management.
- B. The Agreement will provide assistance to the U.S. Forest Service in their fire fuel reduction efforts and assisting in maintaining recreational sites, trails and other forest facilities for the enjoyment and safety of the public.
- C. The Agreement provides the opportunity to integrate the Cooperator youth members directly with Forest Service crews, thereby providing an internship program for purposes of job training and development, which increase the Cooperator's youth members job marketable skill level.
- D. The Cooperator is organized to develop a youth employment, work training and career development program for young people.
- E. Therefore, both parties to this Agreement deem it mutually advantageous to work together for the creation and administration of cooperative workforce, job training and development programs and contribute to projects for the public welfare.

Both parties benefit from this collaboration.

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

3) COOPERATOR SHALL:

- A. LEGAL AUTHORITY. Cooperator 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 nonfederal share of project costs, when applicable.
- B. In coordination with the U.S. Forest Service, review, modify, approve or reject recreation and natural resource management project work plans
- C. Carry all necessary worker's compensation, auto and general liability insurance to cover all Cooperator's students, employees, trainees, and related work project sites.
- D. Ensure all Cooperator students and staffs are adequately equipped with proper personal protective equipment (PPE) to accomplish typical forest improvement and conservation work. The Cooperator will insure that all participants are properly and safely dressed in work clothes and boots.
- E. Provide a Designated Representative, who will serve as the principle contact with the U.S. Forest Service on matters concerning this Agreement. The Cooperator Representative to this overall Agreement shall be Ms. Anesa Cronin.



- F. Provide a Project Coordinator for each approved project. Specific duties of the Project Coordinator will be listed in the Project Work Plans. The Project Coordinator will be responsible for the day-to-day management of the Cooperator student and staff activities. The U.S. Forest Service will notify the Project Coordinator if and when problems arise.
- G. Employ, payroll, insure, and provide general administrative support to the staff, employee and students of the Cooperator for all work on National Forest lands. The Cooperator will be responsible for the actions, safety and well-being of all Cooperator students and staff.
- H. Furnish the U.S. Forest Service with an accurate, up to date list of all participants.
- I. Work performed under this Agreement will be done under the supervision of the Cooperator staff and officials. The Forest Service will provide such operational supervision, technical advice, guidance and inspection, as it considers necessary for the proper completion of project work.
- J. Maintain an adequate workforce and skill cadre to accomplish projects assigned by the U.S. Forest Service and accepted by the Cooperator. Remove, as soon as possible, any personnel who do not perform their job to the satisfaction of the U.S. Forest Service.
- K. Meet with the U.S. Forest Service as often as necessary to identify training and development opportunities and to review work projects to be accomplished under this agreement.

4) THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$10,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator'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 Cooperator'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. Cooperator'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 'reimbursement'



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

Send a copy to: Al Colby
602 S. Tippecanoe Ave
San Bernardino, CA 92408
909-382-2618
FAX: 909-383-5770
acolby@fs.fed.us

- B. Develop recreation and natural resource project work for the Cooperator in the forms of new construction, reconstruction, maintenance, repair, clean-up, fuels reduction/management, wildfire science and habitat manipulation.
- C. Provide a Designated Representative, who will serve as the principle contact with the Cooperator on matters concerning this Agreement. The U.S. Forest Service Representative to this overall Agreement shall be Al Colby, San Bernardino National Forest.
- D. For each specific project, provide a Project Representative who will work with the Cooperator in the accomplishment of projects on National Forest lands. Chon Bribiescas, San Bernardino National Forest shall be the representative on most projects. Other Forest Service Project Representatives shall be named as appropriate.
- E. Provide technical assistance, project oversight, inspection, coordination, and direction to the Cooperator. Evaluate and document project performance and accomplishments and discuss ways to improve projects, if needed. Evaluations will be weekly to enhance the quality of work site projects and training experience of both Forest Service employees and Cooperator staff and students.
- F. Provide the Cooperator with other sites around the Forest (sleeping areas, electrical hook-ups, water, toilet/shower facilities) as appropriate for the work agreed upon by both parties.



- G. Provide on-the-job training, supplies, materials and equipment needed to accomplish project work.
- H. Ensure that work performed under this agreement shall not displace regular employees or impair contracts for services in existence during the course of this agreement.
- I. Hold an orientation meeting with the Cooperator staff and students at the commencement of such projects to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of such projects.
- J. When requested and available, present or arrange for an additional education program or training opportunity at the Cooperator's base center, Cooperator satellite or project site. This presentation may have emphasis on the history of the project site or area, the public benefit to be derived from this or a similar project, the relationship of such projects to resources, fuels, wildfire science or wildlife management.
- K. Comply with the national standards to prevent, detect, and respond to prison rape, including monitoring and reporting requirements, pursuant to the Prison Rape Elimination Act (PREA) of 2003, 28 C.F.R. Part 115, Subpart D--Standards for Juvenile Facilities. (Standards begin on Page 185 and Subpart D begins on page 246.) See link http://www.ojp.usdoj.gov/programs/pdfs/prea_final_rule.pdf

5) 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 (Probation)	Cooperator Project Contact (Schools)
Anesa Cronin 740 East Gilbert St San Bernardino, Ca. 92415-0940 909-387-6959 FAX: 909-386-8533 acronin@prob.sbcounty.gov	Al Perez 740 East Gilbert St San Bernardino, Ca. 92415-0940 909-387-7210 FAX: 909-386-8533 al_perez@sbcss.k12.ca.us

**Principal Cooperator Contacts:**

Cooperator Financial Contact	
Mary Brown 900 East Gilbert Street San Bernardino, CA 92415 909-387-7278 FAX: 909-387-7210 mbrown@prob.sbcounty.gov	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Al Colby 602 S. Tippecanoe Ave San Bernardino, CA 92408 909-382-2618 FAX: 909-383-5770 acolby@fs.fed.us	Teresa Porter 1600 Tollhouse Road Clovis, CA 93611 559-297-0706 x 4843 FAX: 559-294-4833 tporter@fs.fed.us

- B. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.
- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator 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 Cooperator, at Cooperator's 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 Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.



- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator 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. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. Cooperator agree(s) that any of their 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 Cooperator hereby willingly agree(s) to assume these responsibilities.
- Further, Cooperator shall provide any necessary training to Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States 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. 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 a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- J. ELIGIBLE WORKERS. Cooperator 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). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting



Cooperator 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

Cooperator 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

Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Cooperator 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. Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- L. AVAILABILITY OF FUNDS. U.S. Forest Service funds in the amount of \$ 10,000 are currently available for performance of this agreement through September 30, 2013. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond September 30, 2013 until funds are made available to the U.S. Forest Service for performance and until Cooperator receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. Cooperator shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income shall be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal



agency authorizes otherwise. Program income which Cooperator did not anticipate at the time of the award must be used to reduce the Federal agency and Cooperator's contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, Cooperator shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, Cooperator shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

N. OVERPAYMENT. Any funds paid to Cooperator 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 Cooperator 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 Cooperator.
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 CLOSEOUT. Cooperator shall close out the agreement within 90 days after expiration or notice of termination.



Any unobligated balance of cash advanced to Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

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 Cooperator.

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 PERFORMANCE REPORTS.** Cooperator 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. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with Cooperator'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.** Cooperator 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. Cooperator 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.

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.

Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- 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).
- 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 cooperators, 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. Cooperator 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 include a statement substantially as follows:
- "The Workforce Development Program of the U.S. Forest Service, Department of Agriculture cooperates with other agencies and organizations in mutual benefit, in providing opportunities for job training and development in natural resource management and environmental education through project work."
- Cooperator may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator 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. PROPERTY IMPROVEMENTS. Improvements placed 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. No part of this agreement entitles Cooperator to any interest in the



improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

- V. **REMEDIES FOR COMPLIANCE RELATED ISSUES.** If Cooperator 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 Cooperator 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 Cooperator's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

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

1. When the U.S. Forest Service and Cooperator 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 Cooperator 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, in the case of a partial termination, the U.S. Forest Service determines 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, Cooperator 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 Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.



- X. 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.
- Y. DEBARMENT AND SUSPENSION. Cooperator 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 Cooperator 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.
- Z. 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.
- AA. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2017 at which time it will expire unless extended.



BB. 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.

JANICE RUTHERFORD, Chair
San Bernardino County Board of Supervisors

MARY JANE ANDERSEN, Program Manager
Purchasing/Contracts
San Bernardino County Board of Supervisors
Date

JODY NOIRON, Forest
U.S. Forest Service, San Bernardino National Forest
Date

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



TERESA M. PORTER
U.S. Forest Service Grants & Agreements Specialist

5/28/2013
Date

Burden Statement

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

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

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

Attachment: USFS Agreement No.:
Cooperator Agreement No.: Mod. No.: **Agreements Financial Plan (Short Form)****Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$8,055.00	\$10,000.00	\$0.00	\$16,500.00	\$34,555.00
Travel	\$0.00	\$0.00	\$0.00	\$4,400.00	\$4,400.00
Equipment	\$715.00	\$0.00	\$0.00	\$0.00	\$715.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$8,770.00	\$10,000.00	\$0.00	\$20,900.00	\$39,670.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$8,770.00	\$10,000.00	\$0.00	\$20,900.00	\$39,670.00
Total Project Value:					\$39,670.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 47.32%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 52.68%
Total (f+g) = (h)	(h) 100.00%

SCOPE OF WORK

At the beginning of the season, the Forest Service will provide an introduction and orientation meeting for the staff and students of the Diamondback Crew. The key components of the meeting will consist of a JHA (Job Hazard Analysis) based on the project work to be performed, area orientation, orientation of the flora and fauna of the San Bernardino Mountains and wildland fire awareness.

A Tailgate Safety Meeting will be held prior to each project before commencing work for the day with all staff and students. Tailgate Safety Meetings will be conducted by Forest Service personnel or San Bernardino County Schools/Probation staff.

During the course of the season, the Forest Service will provide opportunities for environmental education by Forest Service staff or through the National Forest Association (NFA), restoration work, provide an introduction in the fields of resource management, recreation and wildland fire training.

From May 1, 2013, through September 30, 2013, the Diamondback Crew is to provide assistance and labor in helping the U.S. Forest Service complete its mission through project work on trails, facilities, recreational sites, fuels reduction and resource management within the San Bernardino National Forest.

County Contacts: Al Perez, Marsha Cope, and Louie Banuelos. Phone: 909-387-7025

Forest Service Contacts: Chon Bribiescas (Millcreek RS) Phone: 909-382-2895
Al Colby (Administrator) Phone: 909-382-2618

Two days per week: (Monday and Thursday and a third day as requested.)

Projects scheduled, but not limited are:

Pineknot Re-route: continue establishing a new trail section and new trailhead on the Pineknot Trail.

Heaps Peak Arboretum: trail work, fuels reduction, construction and repair of facilities

Road Gates Relocation and Installation: Remove upper gate on 2N93 and reinstall at another location on the San Bernardino National Forest, to be determined.

Log Out Trails: Remove fallen trees and brush back vegetation from Forest system trails.

Tread Work: Repair, armor and re-establish and/or improve tread on Forest system trails.

Installation of Gates: Install gates on Forest roads, 1N54 and 2N06

Brushing Forest Roads: Brush back vegetation intruding into Forest roads

Fence Construction and Repair: Construct and repair Forest buck and rail fences. Repair and install wire fences.

Repair/Maintenance on Trail Camps: Hike in and repair/maintain as necessary Forest trail camps.