



Region 5 FS Agreement No. 18-CS-11050400-019

Region 4 FS Agreement No. 18-CS-11041700-054

**NON FUNDED CHALLENGE COST SHARE AGREEMENT**

**Between  
MONO COUNTY,  
AND THE  
TOWN OF MAMMOTH LAKES, CALIFORNIA,  
And The  
USDA, FOREST SERVICE  
PACIFIC SOUTHWEST REGION,  
INYO NATIONAL FOREST  
AND  
INTERMOUNTAIN REGION,  
HUMBOLDT-TOIYABE NATIONAL FOREST**

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Mono County , California and the Town of Mammoth Lakes, California, hereinafter referred to as "The Cooperators," and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: the Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154, and as amended.

Background: This Challenge Cost-share Agreement provides a framework for the parties to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources. Mono County desires to cooperate with the U.S. Forest Service based on approximately 94% of Mono County consisting of public lands and the Cooperators' mutual interest in implementing a sustainable recreation program with the U.S. Forest Service. This Agreement is intended to reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work.

Title: Eastern Sierra Sustainable Recreation Partnership

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to collaborate in the maintenance, improvement, and operation of National Forest facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest



in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibits A, B, and C.

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement is intended to maximize the parties' collective and collaborative efforts.

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

## III. THE COOPERATORS SHALL:

- A. LEGAL AUTHORITY. The Cooperators 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. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperators may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- C. Work cooperatively with the U.S. Forest Service to plan, develop, and/or implement mutually beneficial projects and programs as described and agreed to in any approved Operating and Financial Plan(s).



- D. Provide accomplishment reporting as identified in Section V, Provision O.
- E. Coordinate with the U.S. Forest Service in the operation, maintenance, and upgrade to recreation facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and unincorporated Mono County.
- F. Designate an employee to serve as a single point of contact on behalf of each of the Cooperators to serve as the liaison between the Cooperators and the U.S. Forest Service.
- G. The parties shall review and mutually agree on all activities to ensure the activities meet agency objectives.
- H. The Cooperators personnel are not authorized to undertake functions beyond those activities mutually agreed to, or engage in activities or convey to the public that they are U.S. Forest Service employees.
- I. Meet with the U.S. Forest Service regularly to stay abreast of project(s) progress using protocols to be mutually developed by all parties.
- J. Maintain an inventory of work for regular review by all parties that includes (but not limited to):
  - a. Projects/Programs by title
  - b. Project location/Program location emphasis
  - c. Project/Program funding
  - d. Project/Program leads
  - e. Project/Program status
  - f. Project/Program timelines

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

- A. Have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of its scope of any projects that it undertakes pursuant to attached Operating and Financial Plans.
- B. Provide information to the Cooperators regarding the management goals, facility standards, and resource-based considerations for those activities mutually agreed on.
- C. Provide access U.S. Forest Service staff, data, and information to achieve mutually agreed on activities.
- D. Designate a U.S. Forest Service employee to serve as the single point of contact/liason between the U.S. Forest Service and the Cooperators from each Forest



to manage this Agreement, subsequent Agreements, as well as individual programs and projects.

- E. Provide U.S. Forest Service personnel during various phases of the projects from project submittal, pre-project review, project planning, contracting, and execution.
- F. U.S. Forest Service shall seek to maximize the length and term of funding opportunities over multiple fiscal years.

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

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

**B. Principal Partner Contacts:**

<b>Mono County Program Contact</b>	<b>Mono County Administrative Contact</b>
Leslie Chapman CAO P.O. Box 969 Bridgeport, CA 93517 760-932-5414 lchapman@mono.ca.gov	Tony Dublino Asst CAO P.O. Box 969 Bridgeport, CA 93517 760-932-5415 tdublino@mono.ca.gov
<b>Town of Mammoth Lakes Program Contact</b>	<b>Town of Mammoth Lakes Administrative Contact</b>
Dan Holler Town Manager P.O. Box 1609 Mammoth Lakes, CA 93546 760-965-3601 dholler@townofmammothlakes.ca.gov	Joel Rathje Trails Coordinator P.O. Box 1609 Mammoth Lakes, CA 93546 530-251-6122 (cell) jrathje@townofmammothlakes.ca.gov

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

<b>Inyo National Forest Program Manager Contact</b>	<b>Inyo National Forest Administrative Contact</b>
Margie DeRose Acting District Ranger Mammoth & Mono Lake Ranger Districts P.O. Box 148 Mammoth Lakes, CA 93546 760-518-5051 mbderose@fs.fed.us	Aaron Stout Region 5, Grants Management Specialist 631 Coyote Street Nevada City, CA 95959 530-478-6825 asstout@fs.fed.us



<b>Humboldt-Toiyabe National Forest Program Manager Contact</b>	<b>Humboldt-Toiyabe National Forest Administrative Contact</b>
Leeann Murphy Acting District Ranger Bridgeport Ranger District HC 62 Box 1000 Bridgeport, CA 93517 760-932-5801 lbmurphy@fs.fed.us	Sarah Russell Region 4 Grants Management Specialist 1249 S. Vinnell Way, Suite 200 Boise, ID 83709 208-373-4272 sarahrussell@fs.fed.us

- D. 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 in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement The Cooperators acknowledge that they: 1) do not have a tax delinquency, meaning that they are 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 are not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on their behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring 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 Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The Cooperators have expended in violation of sections 433 and 434.
- E. USE OF U.S. FOREST SERVICE INSIGNIA.** In order for The Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service, Region 5, Inyo National Forest and/or Region 4, Humboldt-Toiyabe National Forest to the Office of Communications Assistant Director, Visual Information, and Publishing Services prior to use of the insignia. The U.S. Forest Service Region 5, Inyo National Forest and/or Region 4, Humboldt-Toiyabe National Forest will notify the The Cooperators when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** The Cooperators 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 The Cooperators hereby willingly agrees to assume these responsibilities.

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

- G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Cooperators 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 The Cooperators , at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of The Cooperators's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The Cooperators 's products or activities.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. ELIGIBLE WORKERS. The Cooperators shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperators shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- L. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperators shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at



least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

M. **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, and so forth.) 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.

N. **AGREEMENT CLOSEOUT**. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

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

O. **PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS**

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

Performance reports must contain information on the following:

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

The Cooperators shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period.

P. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**. The Cooperators shall retain all records pertinent to this agreement for a period of no



less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperators shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

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

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

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- R. 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.
- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperators is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

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





- T. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- U. GOVERNMENT-FURNISHED PROPERTY. The Cooperators may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperators shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*The Cooperators Liability for Government Property.*

1. Unless otherwise provided for in the agreement, The Cooperators shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or The Cooperators is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The Cooperators's managerial personnel. The Cooperators's managerial personnel, in this provision, means The Cooperators's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The Cooperators's business; all or substantially all of The Cooperators's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Cooperators shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperators shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The Cooperators shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, The Cooperators shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.



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

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*

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

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

*"This institution is an equal opportunity provider."*

- W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The Cooperators 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 wholly or partly suspend or terminate the current agreement.
- X. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and The Cooperators 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 The Cooperators to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- Z. DEBARMENT AND SUSPENSION. The Cooperators 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 The Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. 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 60 days prior to implementation of the requested change.

BB. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through June 30, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**VI. APPROVAL.**

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.

DAN HOLLER, Town Manager  
Town of Mammoth Lakes

7-2-18

Date

LESLIE CHAPMAN, CAO  
Mono County

7/3/18

Date



*Tamera K. Randall-Parker*

*7/19/18*  
Date

TAMERA K. RANDALL-PARKER, Forest Supervisor  
U.S. Forest Service, Inyo National Forest

*William A. Dunkelbeger*

*7/5/18*  
Date

WILLIAM A. DUNKELBEGER, Forest Supervisor  
U.S. Forest Service, Humboldt-Toiyabe National Forest

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

*Aaron Stout*

*6/27/2018*  
Date

AARON STOUT  
U.S. Forest Service Grants Management Specialist  
Region 5

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

*Sarah Russell*

6/28/2018

SARAH RUSSELL  
U.S. Forest Service Grants Management Specialist  
Region 4

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.

## **EXHIBIT A OPERATING PLAN**

### **PROJECT 1 – Eastern Sierra Sustainable Recreation Partnership Priority Development**

#### **I. GENERAL PROJECT DESCRIPTION:**

This Operating Plan encompasses efforts between Mono County, California and the Town of Mammoth Lakes, California, hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the “U.S. Forest Service,” to identify priority recreation-related programs and projects in partnership to provide healthy forests and sustainable recreation and infrastructure. The U.S. Forest Service and Cooperators, or “Partners” will work together in development of these priorities to reduce redundancies, work toward mutual goals, maximize resources, and to improve transparency between and with stakeholders. An initial list of priorities shall be established by the Partners and updated/modified as work is accomplished throughout the life of this agreement.

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement and Operating Plan are intended to maximize the Partners’ collective and collaborative efforts.

Initial focus areas used to develop priority work for the Partners to consider include, but are not limited to:

- Permitting facilitation and clean-up (i.e. use permits, film permits, other agreements);
- Maintenance and staffing of visitor centers;
- Existing “hard infrastructure” including bathrooms, pavement maintenance, water, sewer, other buildings;
- Existing “soft infrastructure” including trail maintenance, signage, campground service;
- New soft and hard infrastructure as described above;
- New trails and facility planning and construction;

- County/Town recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
- Project planning including environmental review.

Specific projects on National Forest System Lands shall be incorporated to this agreement following modification procedures as identified in Section V. FF. of this agreement, or established through separate Operating Plans or instrument(s), where appropriate. Separate agreements, Operating Plans, or other instruments must be approved and signed by all Partners and cannot be included without the consent of all Partners.

## II. RESPONSIBILITIES:

### A. The Cooperators Shall:

1. Provide a Cooperator main point of contact to support the tasks outlined in this Operating Plan;
2. Within existing Cooperator budgets, and at the individual Cooperators' sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify Cooperator recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the U.S. Forest Service in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent this information is available; and
6. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

### B. The U.S. Forest Service Shall:

1. Provide a U.S. Forest Service main point of contact from each Forest to support the tasks outlined in this Operating Plan;
2. Within existing Forest Service budgets, and at the individual Forest's sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify U.S. Forest Service recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the Cooperators in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent that this information is available;
6. Provide staff support from public services, resource specialists, and technicians if needed to develop priorities; and

- 7. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

III. TERM OF OPERATING PLAN: The project work will be completed during the period starting date of final signature this Agreement and ending **June 30, 2023**.

IV. FINANCIAL PLAN: Attached is the Financial Plan for this operating plan starts the date of final signature this Agreement and ending **June 30, 2023**.

V. ATTACHMENTS:

- 1. Exhibit B, FS-1500b, Financial Plan
- 2. Exhibit C, FS-1500-23, Optional Performance Reporting Template

  
 \_\_\_\_\_  
 LESLIE CHAPMAN  
 CAO  
 Mono County

7/3/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 DAN HOLLER  
 Town Manager  
 Town of Mammoth Lakes

7-2-18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 TAMERA K. RANDALL-PARKER  
 Forest Supervisor  
 Region 5, Inyo National Forest

7/19/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 WILLIAM A. DUNKELBERGER  
 Forest Supervisor  
 Region 4, Humboldt-Toiyabe National Forest

7/5/18  
 \_\_\_\_\_  
 Date

Attachment: B

R5 Agreement No.: 18-CS-11050400-019

Mod. No.:

R4 Agreement No.: 18-CS-11041700-054

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

**Agreements Financial Plan (Short Form)**

Financial Plan Matrix:

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

COST ELEMENTS	FOREST SERVICE INYO CONTRIBUTIONS		FOREST SERVICE H-T CONTRIBUTIONS		MONO COUNTY CONTRIBUTIONS		TOML CONTRIBUTIONS		(i) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) Cash to Cooperator	(e) Noncash	(f) In-Kind	(g) Noncash	(h) In-Kind	
Direct Costs									
Salaries/Labor	\$13,225.00	\$0.00	\$13,225.00	\$0.00	\$9,681.12	\$0.00	\$68,400.40	\$0.00	\$104,531.52
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$734.40	\$0.00	\$0.00	\$0.00	\$734.40
Equipment	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$13,225.00</b>	<b>\$0.00</b>	<b>\$13,225.00</b>	<b>\$0.00</b>	<b>\$10,415.52</b>	<b>\$0.00</b>	<b>\$68,400.40</b>	<b>\$0.00</b>	<b>\$105,265.92</b>
Coop Indirect Costs							\$10,260.06		\$0.00
FS Overhead Costs									\$0.00
<b>Total</b>	<b>\$13,225.00</b>	<b>\$0.00</b>	<b>\$13,225.00</b>	<b>\$0.00</b>	<b>\$10,415.52</b>	<b>\$0.00</b>	<b>\$78,660.46</b>	<b>\$0.00</b>	
<b>Total Project Value:</b>								<b>\$115,525.98</b>	

Matching Costs Determination			
Total Inyo Forest Service Share =	(j)	Total H-T Forest Service Share =	(k)
(a+b) ÷ (i) = (j)	11.45%	(c+d) ÷ (i) = (k)	11.45%
Total Mono Co Cooperator Share =	(l)	Total TOML Cooperator Share =	(m)
(e+f) ÷ (i) = (l)	9.02%	(g+h) ÷ (i) = (m)	68.09%
		Total (j+k+l+m) = (n)	(n)
			100.00%



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)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS 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, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, 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)** The Inyo NF will contribute to the work outlined in the Project 1 Operating Plan utilizing staff to participate and coordinate completion of project goals.  
Forest Service  
Inyo  
Noncash  
Contribution

**Column (b)** No Cash to Cooperators is included in Project 1 of this Agreement  
Forest Service  
Inyo Cash to  
Cooperator

**Column (c)** The Humboldt-Toiyabe NF will contribute to the work outlined in the Project 1 Operating Plan utilizing staff to participate and coordinate completion of project goals.  
Forest Service  
H-T  
Noncash  
Contribution

**Column (d)** No Cash to Cooperators is included in Project 1 of this Agreement  
Forest Service  
H-T Cash to  
Cooperator

**WORKSHEET FOR**

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

**Salaries/Labor**

**Standard Calculation**

Job Description	Cost/Day	# of Days	Total
Authorized Officer	\$450.00	8.00	\$3,600.00
Program Manager	\$400.00	15.00	\$6,000.00
Recreation Specialist	\$350.00	5.00	\$1,750.00
Resource Specialist	\$350.00	3.00	\$1,050.00
Resource Technician	\$275.00	3.00	\$825.00
			\$0.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$13,225.00</b>
-----------------------------	--------------------

**Subtotal Direct Costs**

**\$13,225.00**

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$13,225.00	\$1,322.50
<b>Total FS Overhead Costs</b>		<b>\$1,322.50</b>

**TOTAL COST**

**\$14,547.50**

**WORKSHEET FOR**

**FS H-T Non-Cash Contribution Cost Analysis, Column (c)**

**Salaries/Labor**

<b>Standard Calculation</b>				
Job Description	Cost/Day	# of Days		Total
Authorized Officer	\$450.00	8.00		\$3,600.00
Program Manager	\$400.00	15.00		\$6,000.00
Recreation Specialist	\$350.00	5.00		\$1,750.00
Resource Specialist	\$350.00	3.00		\$1,050.00
Resource Technician	\$275.00	3.00		\$825.00
				\$0.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$13,225.00</b>
-----------------------------	--------------------

<b>Subtotal Direct Costs</b>	<b>\$13,225.00</b>
------------------------------	--------------------

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$13,225.00		\$1,322.50
<b>Total FS Overhead Costs</b>			<b>\$1,322.50</b>

<b>TOTAL COST</b>	<b>\$14,547.50</b>
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**WORKSHEET FOR**

**Mono Co. Non-Cash Contribution Cost Analysis, Column (e)**

**Salaries/Labor**

**Standard Calculation**

Job Description	Cost/Day	# of Days	Total
Assistant CAO	\$663.52	7.00	\$4,644.64
CAO	\$949.28	1.00	\$949.28
Principal Planner	\$451.04	3.00	\$1,353.12
Com Dev Analyst	\$301.44	3.00	\$904.32
County Counsel	\$914.88	2.00	\$1,829.76

**Non-Standard Calculation**

**Total Salaries/Labor**

**\$9,681.12**

**Travel**

**Standard Calculation**

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Bridgeport to Mammoth	1	\$61.20	12.00	\$734.40
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Non-Standard Calculation**

**Total Travel**

**\$734.40**

**Subtotal Direct Costs**

**\$10,415.52**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
	\$10,415.52	\$0.00
<b>Total Coop. Indirect Costs</b>		<b>\$0.00</b>

**TOTAL COST**

**\$10,415.52**

**WORKSHEET FOR**

**TOML Non-Cash Contribution Cost Analysis, Column (g)**

**Salaries/Labor**

**Standard Calculation**

Job Description	Cost/Day	# of Days	Total
Town Manager	\$1,029.12	15.00	\$15,436.80
Pub. Works Director	\$871.12	15.00	\$13,066.80
Comm. Dev. Director	\$733.60	10.00	\$7,336.00
Assist. To Town Manager	\$579.60	10.00	\$5,796.00
Engr. Manager	\$595.84	15.00	\$8,937.60
Associate Planner	\$482.32	10.00	\$4,823.20
Trails Coordinator	\$520.16	25.00	\$13,004.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$68,400.40</b>
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**Subtotal Direct Costs**

**\$68,400.40**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
15.00%	\$68,400.40	\$10,260.06
<b>Total Coop. Indirect Costs</b>		<b>\$10,260.06</b>

**TOTAL COST**

**\$78,660.46**



### Optional Project Performance Report\*

1. Recipient/Cooperator Name: \_\_\_\_\_

2. Agreement Number: 18-CS-11050400-0XX

3. Project Title: Eastern Sierra Recreation Partnership Priority Development

4. Reporting Period End Date: \_\_\_\_\_

5. Report Type:  Interim  Final

For each program/project in the agreement narrative, please provide brief information on the following:

6. Status Summary:

7. What has been accomplished to date? Please provide a comparison of actual accomplishments to the objectives established in the agreement narrative (quantify where possible):

8. Any problems encountered? Explain delays or changed costs or conditions that significantly impair the ability to meet agreement objectives and timelines. If necessary, please work with the F.S. program manager for an extension of the agreement period.

9. Any changes that you plan to propose? Please work with F.S. program manager to determine if a modification is needed (e.g., a change is needed to the objectives or financial plan).

10. Briefly describe work to be performed during the next reporting period.

11. Any other comments considered of importance but not discussed above?

12. Signatures of Authorized Representative: by signature below, the signing parties certify that they are the official representatives of their respective parties and authorized to act in their respective areas for matters related to the above-referenced grant/agreement.

<b>Submitted: Cooperator Program Mgr</b>	Signature: _____	Date: _____
	Name/Title: _____	Phone: _____

\*Note to Cooperator Project Lead: This optional form helps respond to the performance reporting required by the agreement.

<b>Reviewed: FS Program Mgr</b>	Signature: _____	Date: _____
	Name/Title: _____	Phone: _____

\*Note to F. S. Program Manager: Please document this and any other monitoring activity in NRM or send to G&A Personnel.

*Burden Statement*

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## INSTRUCTIONS FOR FORM FS-1500-23

1. Enter the recipient's or cooperator's name.
2. Enter the original U.S. Forest Service agreement number.
3. Enter the project's title.
4. Enter the type of report.
- 6-8. Provide information related to each program/project in the agreement narrative.
11. Self explanatory.