



# Application Guidelines & Form



## About Us

The National Park Service – Rivers, Trails and Conservation Assistance program (RTCA) supports community-led natural resource conservation and outdoor recreation projects across the nation. Our conservation and recreation planning professionals partner with community groups, nonprofit organizations, tribes, and government agencies. This partnership assists local communities in realizing their conservation and outdoor recreation vision and goals by providing a broad range of services and skills. National Park Service (NPS) staff share their expertise to help your team turn an idea into reality. We offer this assistance on an annual basis with extensions based on mutual agreement. *No monetary grants are made.*

## National Park Service Mission

The National Park Service preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world

## Our Focus Areas

Our projects typically fall within five focus areas, although we consider other projects that fall outside of these categories:

- **Build healthy communities through parks, trails, and outdoor opportunities:**  
Improve access to outdoor recreation and park amenities on land and water that support healthy lifestyles for all users
- **Conserve natural lands, rivers, and watersheds:**  
Strengthen the conservation and stewardship of public lands, waterways, and wildlife habitat
- **Engage youth in outdoor recreation and stewardship:**  
Connect young people to the outdoors to develop a lifelong appreciation of recreation and nature
- **Strengthen the organizational capacity of project partners:**  
Develop and strengthen effective and sustainable community organizations and partner groups
- **Support National Park Service and community networks:**  
Facilitate strategic planning and collaboration between national parks and communities to achieve shared goals



## Our Services

Our assistance is tailored to your needs. Examples of the types of assistance we provide are listed below. Visit our website to learn about current projects: <https://www.nps.gov/orgs/rtca/community-projects.htm>

- Define project vision and goals
- Inventory and map community resources
- Identify and analyze key issues and opportunities
- Engage collaborative partners and stakeholders
- Design community outreach and participation strategies
- Develop concept plans for trails, parks, and natural areas
- Set priorities and build consensus
- Identify funding strategies
- Develop a sustainable organizational framework to support the project
- Create project management and strategic action plans
- Coach teams, groups, and partnership networks

## Application Process and Timeline

Consulting a program manager prior to the application deadline is *a requirement* to help identify how our expertise can complement your project and to answer questions regarding the application. Please see the contact list at the end of this application to identify the program manager who serves your state.

- Application deadline: June 30
- Email completed applications to the program manager who serves your state or contact them for guidance on mailing a printed version (*see list at the end of the application*)
- Please include the following in your Application Package:
  1. Completed application form
  2. Site location map
  3. A minimum of three commitment letters that describe each partner's role, responsibility, and contribution to the project
  4. Optional supplemental information that can help us learn more about your project (for example, background documents, media coverage, additional maps, list of links to resources, project photos, etc.)
- Applicants will be notified of decisions by November 1.
- Project start times will be coordinated with applicants who have been selected for assistance.

## Project Selection Criteria

Applications for support from the Rivers, Trails and Conservation Assistance program are competitively evaluated based on the following criteria:

- The project has specific goals and results for conservation and outdoor recreation expected in the near future.
- Roles and contributions of project partners are significant and well-defined.
- There is evidence of broad community support for the project.
- The project fits with our focus areas (although proposals falling outside these areas are considered).



# Application Form

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Date: June 17, 2019

Project Name: Eastern Sierra Sustainable Recreation Partnership

City and State: Mammoth Lakes, California

Congressional District(s) Number(s): CA-8

Primary Applicant Organization(s): Mammoth Lakes Trails & Public Access Foundation (MLTPA)

Primary Contact: John Wentworth Title: Board President

Street Address: PO Box 100 PMB 432

City: Mammoth Lakes State/Territory: CA Zip Code: 93546

Email: johnwentworth@mltpa.org Daytime Phone: 213 309 5637

Website (if applicable): mltpa.org

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*Please review focus area descriptions (on page 1) and project selection criteria (on page 2) for guidance on addressing the following questions. Contact an RTCA staff member with questions or for additional information.*

## 1. Project Summary

*Address the following points concisely:*

- a. Summary of project - Tell us about your project idea and the specific outcomes you would like to achieve:

In California's Eastern Sierra, six National Park Service (NPS) units—Death Valley National Park, Devils Postpile National Monument, Manzanar National Historic Site, Sequoia & Kings Canyon National Parks and Yosemite National Park—share common destinies with the gateway communities they serve. Over the past year, these communities and their counties have established a unique public-public partnership with the U.S. Forest Service (USFS), called the Eastern Sierra Sustainable Recreation Partnership (ESSRP), whose goals are 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..." (See Attachment 1: ESSRP Partnership Agreement). Our proposal seeks to engage the services of the Rivers, Trails and Conservation Assistance program (RTCA) to convene, facilitate and report on a gathering of the superintendents of the above-identified NPS units and to determine their willingness, either as individual units or as a group, to join the ESSRP and to work with local communities to benefit America's public-lands experience in Eastern California.

Please see Attachment 5 "Additional Text" for more information on "Project Summary: A"

## **1. Project Summary (continued)**

- b. Describe any specific results anticipated within 5 years of project start-up (for example, greenway plan development or implementation, community events, land acquisition, sustainable organization formed, miles of trails developed, acres of land preserved/conserved, etc.).

In addition to the focus areas identified in the ESSRP Operating Plan, a framework for future efforts has been provided through a \$618,750 Proposition 68 grant awarded to the TOML on behalf of the Partnership by the Sierra Nevada Conservancy (SNC), a public agency of the state of California, on Mar. 7, 2019. (See Attachment 2: "ESSRP Sustainable Recreation and Tourism Grant" excerpt.) This will allow the ESSRP to focus its efforts on four deliverables over the next several years, with the intent of establishing sustainable infrastructure projects and programs that will extend well past the funding's conclusion in 2022: Deliverable #1 - Regional Recreation Stakeholder Engagement; Deliverable #2 - Climate Adaptation and Resilience Assessment; Deliverable #3 - Connection to Eastern Sierra Visitor Audience; Deliverable #4 - Project Prioritization and Implementation Plan

Please see Attachment 5 "Additional Text" for more information on "Project Summary: B"

- c. Describe any major project accomplishments to date:

Since the June 2018 establishment of the ESSRP—itself the outgrowth of efforts by the Eastern Sierra Recreation Collaborative that was established to inform the Inyo National Forest Management Plan update and was funded by a 2016 grant from the National Forest Foundation—further capacity has been acquired to assist in its execution. In November of 2018, the Town of Mammoth Lakes and Mono County jointly funded and hired a shared Eastern Sierra Sustainable Recreation Coordinator, and in March 2019, the Sierra Nevada Conservancy (SNC) awarded the Town of Mammoth Lakes, on behalf of the ESSRP and its regional partners, \$618,750 in Proposition 68 funding for the "ESSRP Sustainable Recreation and Tourism Grant."

Please see Attachment 5 "Additional Text" for more information on "Project Summary: C"

- d. Describe anticipated benefits to the community (for example, recreational, social, environmental, economic, health, etc.):

The addition of the NPS as a partner of the ESSRP will allow the Partnership to better pursue recreation projects and programming that deliver the following benefits to the gateway communities of the Eastern Sierra - and align with the strategic vision of partners such as the SNC - through the four deliverables of the "ESSRP Sustainable Recreation and Tourism Grant": Deliverable #1 - Regional Recreation Stakeholder Engagement; Deliverable #2 - Climate Adaptation and Resilience Assessment; Deliverable #3 - Connection to Eastern Sierra Visitor Audience; Deliverable #4 - Project Prioritization and Implementation Plan.

Please see Attachment 5 "Additional Text" for more information on "Project Summary: D"

## 2. Roles

- a. Describe your organization, its role in the project, and the time and resources that will be contributed:

The Mammoth Lakes Trails & Public Access Foundation (MLTPA) is a 501(c)3 public-benefit corporation founded in 2007 and incorporated in the state of California. From its inception, MLTPA has worked effectively to change the conversation about trails and outdoor recreation in Mammoth Lakes and the adjoining region, elevating the priority and value of complete, sustainable, four-season trail systems. MLTPA aspires to be an effective, independent leader that connects the community with its majestic natural setting, helping to sustain an exceptional quality of life and a prosperous local economy. The mission of the organization is to ensure that trails remain a community priority and to focus on the implementation of the four-season TOML Trail System Master Plan. MLTPA authored the successful "ESSRP Sustainable Recreation and Tourism Grant" and was recognized by the Far West Ski association with their 2019 Jordan-Reily Award for Achievement in Public Affairs in June of 2019. MLTPA is currently providing staffing and technical support for the ESSRP. Should this RTCA grant be awarded, MLTPA will support NPS convening and facilitation efforts by providing resource documents, logistical support and coordination with local stakeholders at the direction of NPS staff.

- b. In the chart below, list the key partners committed to the project and their anticipated role(s) and contribution:

Organization Name	Project Role(s) and Contribution
USDA Forest Service Pacific Southwest Region, Inyo National Forest, and Intermountain Region, Humboldt-Toiyabe National Forest	Signatory to the ESSRP Non-Funded Challenge Cost-Share Agreement; will participate in NPS meetings held to discuss potential participation in the ESSRP as an additional signatory
Mono County, California	Signatory to the ESSRP Non-Funded Challenge Cost-Share Agreement; will participate in NPS meetings held to discuss potential participation in the ESSRP as an additional signatory
Town of Mammoth Lakes, California	Signatory to the ESSRP Non-Funded Challenge Cost-Share Agreement; will participate in NPS meetings held to discuss potential participation in the ESSRP as an additional signatory
Inyo County, California	Anticipated signatory to the ESSRP Non-Funded Challenge Cost-Share Agreement; will be invited to participate in NPS meetings held to discuss potential participation in the ESSRP as an additional signatory
City of Bishop, California	Anticipated signatory to the ESSRP Non-Funded Challenge Cost-Share Agreement; will be invited to participate in NPS meetings held to discuss potential participation in the ESSRP as an additional signatory

### **3. Community Support & Engagement**

- a. Describe project support to date, including support from the general public, organizations, coalitions, government agencies, and elected officials. Share any relevant news media articles, sections of plans that propose the project, and/or government resolutions that illustrate this support:

The genesis of the ESSRP was a joint meeting between the Mono County Board of Supervisors and the Mammoth Lakes Town Council on July 18, 2017. Originating in the Eastern Sierra Recreation Collaborative (ESRC) in 2014, which was convened to address revisions to the Inyo National Forest Management Plan and was funded in part by a grant from the National Forest Foundation, the desire for an official partnership between the USFS, Mono County, TOML and other area agencies was again expressed at the July 18, 2017, joint meeting between the town and county. The two agencies directed their staffs with the intent of bringing together a variety of planning, implementation and maintenance resources that would help to fulfill the agencies' and communities' visions, strategies and goals as they pertain to the outdoor-recreation economy of the Eastern Sierra Region.

Please see Attachment 5 "Additional Text" for more information on "Community Support & Engagement: B"

- b. Describe plans for future public outreach and engagement:

The NPS' engagement as a signatory to the ESSRP Non-Funded Challenge Cost-Share Agreement enables the agency to work with its partners to accomplish identified goals; deliverables Nos. 1 and 4 of the "ESSRP Sustainable Recreation and Tourism Grant" are of particular relevance here. While no wider public outreach or engagement will be needed in the scope of this specific grant request—it is intended only for NPS staff resources to convene its representatives with current and anticipated ESSRP partners and to report outcomes—the forthcoming work by the ESSRP will include a high volume of public communications efforts as described in various section of this application.

Please see Attachment 5 "Additional Text" for more information on "Community Support & Engagement: B"

### **4. NPS Support Requested**

- a. What are the major project challenges your organization faces?

Neither the current and anticipated signatories to the ESSRP, nor MLTPA, possess adequate expertise to facilitate the series of meetings needed to bring the NPS into the agreement. While there is capacity to participate in the meetings themselves, there are currently no resources available to plan, execute, document or report the outcomes of the meetings, nor to assist with generation or updating of the documents necessary for the NPS to sign the agreement. NPS assistance is needed to bring the agency to the table; to facilitate, guide and record discussion and decisions; and to execute ancillary or supporting agreements needed to authorize its participation in the ESSRP Non-Funded Challenge Cost-Share Agreement.

#### **4. NPS Support Requested (continued)**

- b. Describe the types of assistance and specific deliverables you are seeking from the NPS staff that would complement your team. *For examples, see the description of "Our Services" on page 2.*

RTCA program assistance is requested to provide convening and facilitation services for a meeting (s) of NPS unit leadership to consider participation in the ESSRP. Additional stakeholders may be engaged at NPS direction. Of the example services the NPS provides as part of this application, the following are most relevant to this project; they will be engaged in conjunction with and guided by the existing Non-Funded Challenge Cost-Share Agreement and its attendant Operating Plan and Financial Plan, as well as the Project Scope/Description and Project Schedule of the "ESSRP Sustainable Recreation and Tourism Grant" as laid out in Attachment 2:

Desired Service: "Engage collaborative partners and stakeholders"

Desired Service: "Coach teams, groups, and partnership networks"

Desired Service: "Define project vision and goals"

Desired Service: "Identify and analyze key issues and opportunities"

Desired Service: "Set priorities and build consensus"

Desired Service: "Develop a sustainable organizational framework to support the project"

Desired Service: "Develop concept plans for trails, parks, and natural areas"

Please see Attachment 5 "Additional Text" for more information on "NPS Support Requested: B"

#### **5. How Did You Hear About Us?**

Have you worked with Rivers, Trails and Conservation Assistance in the past? If not, how did you hear about our program (for example, from a colleague, online search, NPS website, grants.gov, social media, email, or other)?

Mono County partnered with the NPS via an RTCA grant in 2013-14 to "create a year-round, 20-mile trail that links the gateway community of Lee Vining to the Mono Basin Scenic Visitor Center, Lee Vining Canyon, Yosemite National Park, local campsites and trails, and transit facilities." The NPS was engaged to "facilitate a collaborative planning process in order to evaluate trail feasibility and identify viable trail alignments for the Mono Yosemite Gateway Trail."

This application was suggested by Barbara Rice, program manager for the NPS Pacific West Region, and Amanda Kaplan, project manager for the NPS Pacific West Regional Office.

## 6. Attachments

Please include the following attachments with this completed application by June 30:

- Site location map
- Commitment letters from 3 or more project partners
- Optional supplemental information that can help us learn more about your project (background documents, examples of media coverage, additional maps, list of links to resources, project photos, etc.)

*Reminder: Ensure you have initiated contact with your individual state program manager for guidance prior to submittal.*

## Submitting Your Application

*After the application is completed, email your application materials to the program manager for your region and state, or contact them for guidance on mailing a printed version.*

### Pacific West Region

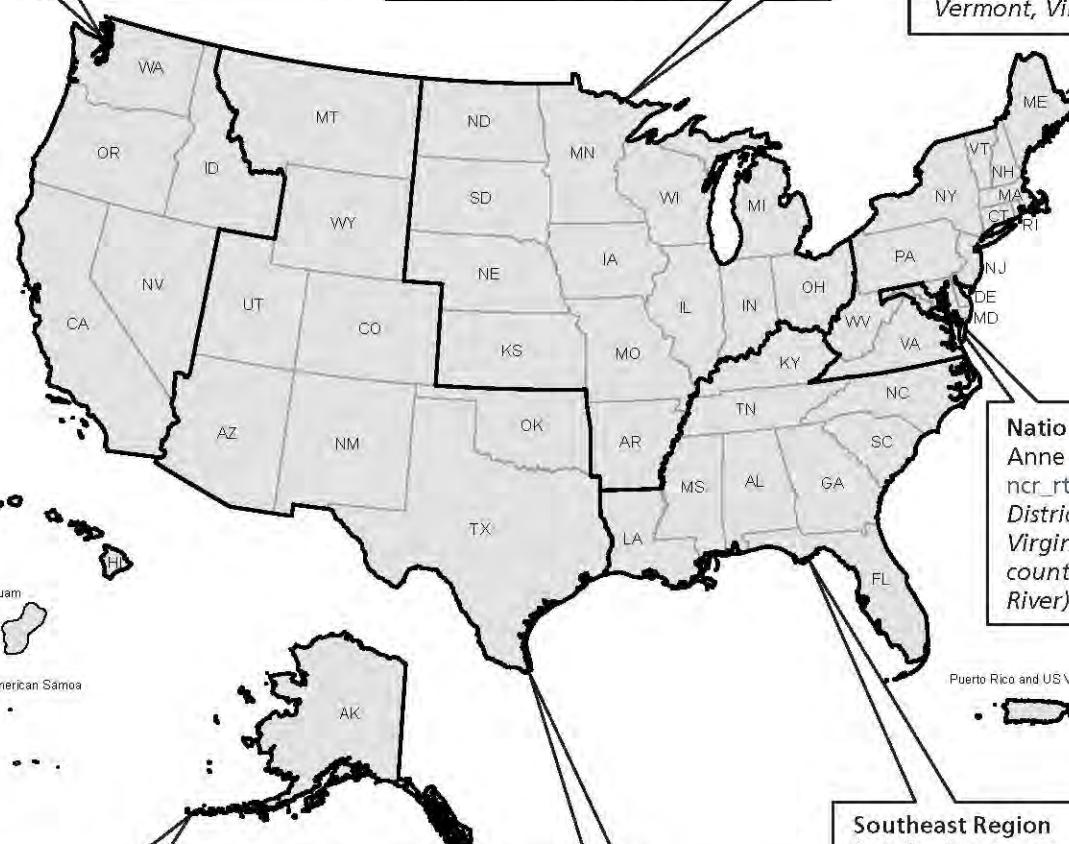
Barbara Rice, Program Manager  
[pwr\\_rtca@nps.gov](mailto:pwr_rtca@nps.gov)  
California, Hawaii, Idaho, Nevada, Oregon, Washington, American Samoa, Guam

### Midwest Region

David Thomson, Program Manager  
[mwr\\_rtca@nps.gov](mailto:mwr_rtca@nps.gov)  
Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

### Northeast Region

Helen Mahan, Program Manager  
[her\\_rtca@nps.gov](mailto:her_rtca@nps.gov)  
Connecticut, Delaware, Maryland, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia



### Alaska Region

Paul Clark, Program Manager  
[akr\\_rtca@nps.gov](mailto:akr_rtca@nps.gov)  
Alaska

### Intermountain Region

Attila Bality, Acting Program Manager  
[RTCA\\_Apps\\_IMR@nps.gov](mailto:RTCA_Apps_IMR@nps.gov)  
Arizona, Colorado, Montana, New Mexico, Oklahoma, Texas, Utah, Wyoming

### Southeast Region

Deirdre Hewitt, Program Manager  
[ser\\_rtca@nps.gov](mailto:ser_rtca@nps.gov)  
Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Puerto Rico, US Virgin Islands

## SUBREGIONAL PROFILE: EAST

**Counties:** Alpine, Mono, Inyo

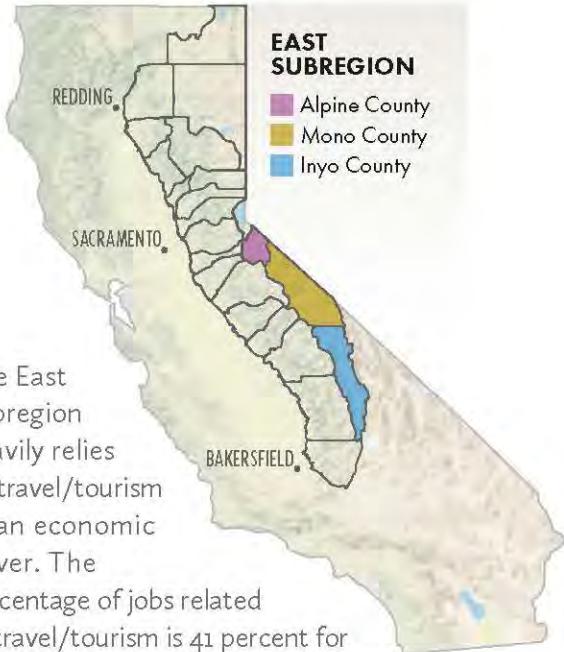
**SNC Grants:** 36 (\$5.3 million as of October 2018)

**Area Representative:** Matt Driscoll

To hear what Area Representative Matt Driscoll has to say about the East Subregion, go to  
<https://youtu.be/tSQeXc77qlk>

Interesting facts about the East Subregion:

- Approximately 95 percent of the 7,287 square miles of land in the SNC's East Subregion is publicly owned. The population is estimated at 33,000—4 percent of the whole Sierra Nevada Region.
- Alpine County is California's least populous county with a population of 1,175 (per the 2010 census).
- The East Subregion contains only two incorporated towns/cities—Bishop and Mammoth Lakes. At 7,920 feet, Mammoth Lakes is the highest incorporated town in California.
- At an elevation of 14,505 feet, Mount Whitney is the highest peak in the contiguous U.S. Mt. Whitney sits on a boundary shared with the South Subregion.
- The East Subregion contains 14 of California's 15 peaks that exceed 14,000 feet.



- The East Subregion heavily relies on travel/tourism as an economic driver. The percentage of jobs related to travel/tourism is 41 percent for Mono County, 33 percent for Alpine County, and 23 percent for Inyo County.
- This Subregion contains four ski resorts—Mammoth Mountain, June Mountain, Bear Valley, and Kirkwood. Mammoth typically has the longest ski season in California, and it has the highest peak elevation of any California ski resort—11,053 feet.
- More than 400 movies and hundreds of TV episodes have been filmed in the Alabama Hills National Recreation Area in Inyo County.
- The East Subregion is home to all or part of 14 wilderness areas.
- The Owens Valley, with over 10,000 feet of topographic relief, is one of the deepest in North America. The Long Valley Caldera in Mono County is one of the Earth's largest at 20 miles long, 11 miles wide, and up to 3,000 feet deep.
- Mono Lake is home to the second largest nesting population of California Gulls in the world—50,000 birds visit the Lake during nesting season. Mono Lake is a unique inland lake, being two to three times as salty as the ocean.

Mono Lake, Mono County

Region 5 FS Agreement No. 18-CS-11050400-019Region 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/liaison 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:**

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

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

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



Humboldt-Toiyabe National Forest Program Manager Contact	Humboldt-Toiyabe National Forest Administrative Contact
Leeann Murphy Acting District Ranger Bridgeport Ranger District HC 62 Box 1000 Bridgeport, CA 93517 760-932-5801 lbumphrey@fs.fed.us	Sarah Russell Region 4 Grants Management Specialist 1249 S. Vinnell Way, Suite 200 Boise, ID 83709 208-373-4272 sarah.russell@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 debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The 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 ' 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



USDA, Forest Service

OMB 0596-0217  
FS-1500-10

*Tammy Randall Parker*

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

7/19/18

Date

*WILLIAM A. DUNKELBEGER*

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

7/15/18

Date

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

*Aaron Stout*

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

6/27/2018

Date

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

*Sarah Russell*

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

6/28/2018

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 (800) 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 L. Chapman*

LESLIE CHAPMAN  
CAO  
Mono County

7/3/18

Date

*Dan Holler*

DAN HOLLER  
Town Manager  
Town of Mammoth Lakes

7-2-18

Date

*Tammy Randall Parker*

TAMMY R. RANDALL-PARKER  
Forest Supervisor  
Region 5, Inyo National Forest

7/19/18

Date

*WILLIAM A. DUNKELBERGER*

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

7/5/18

Date