



# WASHOE COUNTY

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HR NIA  
Comptroller CH

## STAFF REPORT

BOARD MEETING DATE: January 24, 2017

**DATE:** December 27, 2016  
**TO:** Board of County Commissioners  
**FROM:** Colleen Wallace Barnum, Parks Operations Superintendent, Community Services Department, 328-2181, [cwallace@washoecounty.us](mailto:cwallace@washoecounty.us)  
**THROUGH:** Eric Crump, Operations Division Director, Community Services Department, 328-2182, [ecrump@washoecounty.us](mailto:ecrump@washoecounty.us)  
**SUBJECT:** Approve a Participating Agreement Interpretive Services between the Great Basin Institute, Washoe County Regional Parks and Open Space and the U.S. Department of Agriculture Forest Service Humboldt-Toiyabe National Forest for continued cooperative visitor services and programming at the Galena Creek Visitor Center and Recreation Area, and authorize the Director of the Community Services Department to sign the Agreement on behalf of Washoe County; and further authorize the Operations Division Director of the Community Services Department to annually approve the Annual Operating Plan on behalf of Washoe County. (Commission District 1.)

### SUMMARY

The Galena Creek Recreation Area, including the Visitor Center, was constructed in cooperation with Washoe County and the U.S. Forest Service. A special use permit was issued to Washoe County for the operation and maintenance of the Recreation Area in 2009. The Visitor Center opened in July 2010. Washoe County contracted with Great Basin Institute (GBI), a local non-profit 501(c)3 organization to staff and operate the Visitor Center. GBI has staffed and operated the Visitor Center since 2010 and the first Participating Agreement was entered into in April of 2012. This Participating Agreement between GBI, Washoe County and U.S. Forest Service will continue the formal arrangement between all three entities which recognize and formalizes the cooperative relationship. It also allows Great Basin Institute to offer and expand visitor services and interpretive programming.

Strategic Objective supported by this item: Stewardship of our community

### PREVIOUS ACTION

**Item 14-0821**, September 23, 2014, the Board of County Commissioners (Board) approved a Lease Agreement between Washoe County and the Great Basin Institute to provide in-kind services to the Community Services Department as consideration for lease fees for use of the resident housing at Galena Creek Regional Park and allow for the continuation of occupancy for a 36 month term commencing October 1, 2014 through September 30, 2017.

AGENDA ITEM # 8

**Item 12-0371**, April 24, 2012. The Board approved a Participating Agreement between Great Basin Institute, U.S. Forest Service, and Washoe County to recognize and formalize the cooperative relationship between all three entities.

**Item 09-1036**, October 13, 2009. The Board approved a Lease Agreement between the Great Basin Institute and Washoe County to provide in-kind services to the Department of Regional Parks and Open Space as consideration for lease fees for use of the resident housing at Galena Creek Regional Park.

**Item 09-0429**, April 28, 2009. The Board approved Modification No. 2 to Challenge Cost Share Agreement # 06-CS-11041701-053 with the USDA, Forest Service, Humboldt-Toiyabe National Forest retroactive to January 1, 2009, finalizing the joint development of the Galena Creek Recreation Area facilities at an estimated total development cost of \$3,901,608 [\$1,525,906 County WC-1 bond and grant contributions]; and approved a USDA Forest Service Special Use Permit for management of the Galena Creek Recreation Area.

### **BACKGROUND**

In November 2000, voters overwhelmingly approved \$38.3 million for WC-1 Regional Parks, Trails, Open Space and Libraries Bond, which identified \$1,000,000 for the Galena Creek Campground. Through an extensive public input process and in conjunction with the National Environmental Policy Act analysis and environmental assessment for the site, it was determined that the neighboring community did not desire traditional campground sites and had concerns with regard to fire safety. In an effort to preserve elements of the original intent of the bond project and mitigate the concerns of the community, a day use concept developed, now known as the Galena Creek Recreation Area, which includes a trailhead, trails, interpretive elements, parking, restrooms, visitor center, access road, individual and group picnic sites.

The Galena Creek Recreation Area including the Galena Creek Visitor Center is located on federal land adjacent to Washoe County's Galena Creek Regional Park. Washoe County has been working with the USDA Forest Service since 2000 on planning, development and operation of the area. In May of 2006, the Board approved a Challenge Cost Share Agreement, Memorandum of Understanding and Collection Agreement with the US Forest Service for construction and operations of the area including the visitor center. The final joint development cost of the Galena Creek Recreation Area facilities totaled \$3,901,608 (\$1,525,906 County WC-1 bond and grant contributions).

A special use permit to operate and maintain the Recreation Area was issued to Washoe County by the U.S. Forest Service in April of 2009. Due to the significant reductions to the Regional Parks and Open Space budget it was quickly recognized that staffing the facility would be a challenge. Consequently, Washoe County contracted with GBI to staff the Visitor Center and offer various in-kind services in consideration of rent for the resident at Galena Creek Regional Park. GBI has utilized the residence for housing their staff members assigned to the operation of the Visitor Center and has operated the Center since it opened in July of 2010. GBI has provided numerous community interpretive programs including youth summer camps and various environmental education programs.

This participating agreement between GBI, Washoe County and U.S. Forest Service, will continue to recognize and formalize the cooperative relationship between all three entities and allow GBI to enhance and expand visitor services to the area.

### **FISCAL IMPACT**

There is no revenue or expense directly associated with this agreement, as it supports the operating relationship with Great Basin Institute (GBI), who is operating the Galena Visitor Center. Under a current Lease Agreement approved by the Board in September 2014, Great Basin Institute provides in-kind services to the Community Services Department as consideration for lease fees for use of the resident housing at Galena Creek Regional Park. The relationship is a revenue and expense neutral arrangement.

### **RECOMMENDATION**

Staff recommends that the Board of County Commissioners approve a Participating Agreement Interpretive Services between the Great Basin Institute, Washoe County Regional Parks and Open Space and the U.S. Department of Agriculture Forest Service Humboldt-Toiyabe National Forest for continued cooperative visitor services and programming at the Galena Creek Visitor Center and Recreation Area, and authorize the Director of the Community Services Department to sign the Agreement on behalf of Washoe County; and further authorize the Operations Division Director of the Community Services Department to annually approve the Annual Operating Plan on behalf of Washoe County.

### **POSSIBLE MOTION**

Should the Board agree with the staff recommendation, a possible motion would be:

“Move to approve a Participating Agreement Interpretive Services between the Great Basin Institute, Washoe County Regional Parks and Open Space and the U.S. Department of Agriculture Forest Service Humboldt-Toiyabe National Forest for continued cooperative visitor services and programming at the Galena Creek Visitor Center and Recreation Area, and authorize the Director of the Community Services Department to sign the Agreement on behalf of Washoe County; and further authorize the Operations Division Director of the Community Services Department to annually approve the Annual Operating Plan on behalf of Washoe County.”



FS Agreement No.

2017-PA-11046000-002

Cooperator Agreement No.

**PARTICIPATING AGREEMENT  
 INTERPRETIVE SERVICES  
 Between The  
 GREAT BASIN INSTITUTE,  
 AND  
 WASHOE COUNTY REGIONAL PARKS AND OPEN SPACE  
 And The  
 UNITED STATES DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
 HUMBOLDT – TOIYABE NATIONAL FOREST**

This PARTICIPATING AGREEMENT, is hereby made and entered into by and between the Washoe County Regional Parks and Open Space, hereinafter referred to as "County" and Great Basin Institute, hereinafter referred to as "Association" and the U.S. Department of Agriculture (USDA), Forest Service, Humboldt-Toiyabe National Forest hereinafter referred to as the "U.S. Forest Service," under the provisions of the Section 426 of the Consolidated Appropriations Act of 2014 (16 USC 565a-1); Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

Background: The Galena Creek Visitor Center was constructed in cooperation with Washoe County Regional Parks and Open Space and the U.S. Forest Service. A special use permit was issued to the County for the operation and maintenance of the Galena Creek Visitor Center and Recreation Area in 2009. The Center and Recreation Area opened in July 2010. The Great Basin Institute has staffed and operated the Center, including the book store and interpretive programs through an agreement between the County, Great Basin Institute and U.S. Forest Service.

The cooperative relationship established between Association and the U.S. Forest Service will assist the U.S. Forest Service in making available to Forest visitors interpretive, educational and informational materials and programs that will add to the visitors' enjoyment and understanding of the natural, cultural, historic, and recreational resources of the National Forests.

Section 426 of the Consolidated Appropriations Act of 2014 broadened the U.S. Forest Service's authority for working with partners under the Cooperative Funds and Deposits Act of 1975. This expanded authority improves the Agency's ability to engage new partners in addition to work with existing partners, such as interpretive associations. Under this expanded authority, the Agency can enter into an agreement with Federal, State, or local governments; Tribes; or nonprofit entities to:

- A. Develop, produce, publish, distribute, or sell educational and interpretive materials and products;



- B. Develop, conduct, or sell educational and interpretive programs and services;
- C. Construct, maintain, or improve facilities not under the jurisdiction, custody, or control of the General Services Administration (GSA), on or in the vicinity of National Forest System (NFS) lands for the sale or distribution of educational and interpretive materials, products, programs, and services;
- D. Operate facilities (including providing the incidental services of U.S. Forest Service employees to staff facilities) in any public or private building or on land not under the jurisdiction, custody, or control of GSA for the sale or distribution of educational and interpretive materials, products, programs, and services pertaining to NFS lands, private lands, and lands administered by other public entities;
- E. Sell health and safety products, visitor convenience items, or other similar items (as determined by the U.S. Forest Service) in facilities not under the jurisdiction, custody, or control of GSA or in the vicinity of a National Forest Service facility;
- F. Collect funds on behalf of Association from the sale of the materials, products, programs, and services listed above, when the collection of funds is incidental to the other duties of U.S. Forest Service employees.

Such a relationship allows the U.S. Forest Service to provide high quality customer service by allowing Association staff and volunteers to sell items, such as guide books, visitor maps, conservation and forestry related books, textiles, handicrafts, interpretive and educational materials, and other theme-related products to the public at U.S. Forest Service facilities or those co-managed by the U.S. Forest Service (e.g., centers shared with the Bureau of Land Management, National Park Service, counties, etc.). Association may also assist the U.S. Forest Service with public educational or interpretive programming.

Title: Galena Creek Visitor Center

## I. PURPOSE

The purpose of this agreement is to establish a formal arrangement with Association to assist the U.S. Forest Service in furthering customer service, interpretation, and conservation of public lands on the Humboldt Toiyabe National Forest. This can be accomplished by developing, producing, publishing, distributing or selling appropriate interpretive or educational materials, health and safety products, visitor convenience items or other similar items and by developing, conducting or selling programming and services in accordance with the following provisions and hereby incorporated Operating and Financial Plans.

## II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the parties to work together on projects to accomplish their mutual goals.



The U.S. Forest Service is responsible for developing the National Forest resources for sustained yields of products and service in the best combination for the use, enjoyment and education of the American people. The U.S. Forest Service, within this mandated responsibility, provides facilities within National Forests for outdoor recreational and educational activities for the public. Both the U.S. Forest Service and Association deem it desirable to provide educational and interpretive information, programs and services about the forest resources, natural phenomena, local history, and similar matters. Both also have as a purpose the promotion of the educational, historical, scientific and other values of the National Forests. Association does this by assisting with educational and interpretive activities of the U.S. Forest Service.

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

### III. THE Association SHALL:

- A. LEGAL AUTHORITY. Association 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. Association 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 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

The U.S. Forest Service may provide Association with computer profile(s), access, and software to allow rapid exchange of data between Association and the U.S. Forest Service. This software shall be provided for electronic mail only on computer equipment located in U.S. Forest Service facilities. No licenses shall be provided for software not used as part of the U.S. Forest Service corporate software image. This access will be used for communicating between Association sites located on U.S. Forest Service facilities and U.S. Forest Service employees, other Association employees and other partner agencies of Association. All security and use guidelines, which apply to U.S. Forest Service employees, shall apply to Association member using these profiles. The U.S. Forest Service reserves the right to remove any profile, access or software license at any time, with two weeks' notice to Association.



### C. Sales Items

1. Association may sell interpretive and educational items, such as publications, maps, visual aids, handicrafts and other objects directly related to the interpretive and education theme of the Forest and U.S. Forest Service as well as health and safety products, visitor convenience items or other similar items as outlined in the attached Operating Plan's Scope of Sales.
2. Association shall not sell artifacts protected by the Antiquities Act of 1906 (P.L. 59-209), the Archeological Resources Protection Act of 1979 (P.L. 96-95), and the Alaska Historic Preservation Act of 1971, as amended.
3. Association is not by this Agreement granted the right to sell items which infringes on applicable contract rights of a concessionaire.
4. Association shall maintain a high standard of quality in all items produced or sold.
5. Association shall not sell any item that has not been approved by the U.S. Forest Service as explained in the Scope of Sales. Association shall allow publications to be reviewed by the U.S. Forest Service on editorial and design quality.
6. Association shall sell items at fair market value, provided that such prices shall be approved in advance by the U.S. Forest Service at the Forest level.
7. Association shall display the sale items in good taste and in keeping with the general design and décor of the U.S. Forest Service facilities at that location. Association may provide furnishings necessary to support, store, or display sale items, such furnishing is to be approved by the U.S. Forest Service.
8. U.S. Forest Service employees may collect funds on behalf of Association from the sale of materials, products, programs, and services, when the collection of funds is incidental to the duties of U.S. Forest Service employees.
9. Association and the U.S. Forest Service shall prepare an Operating and Financial Plan that will delineate hours of operation, rates and price, standards of service, merchandise to be sold, and other items needing clarification during the year.
10. Direct support/financial aid will be documented in associated the Operating Plan.

### D. Programs

1. Programs shall be defined as personal (in-person direct communication with the public, i.e., amphitheater talk, educational program, guided hike, etc.) and non-personal (indirect communication through brochures, videos, books, digital apps, etc.).



2. Association shall outline their programming plans for the year in the Operating Plan in cooperation with the U.S. Forest Service. All programming shall be in line with the unit interpretive plan and be accessible.
3. All programming and personnel (whether staff or volunteer) shall be trained in interpretive techniques as approved or provided by the U.S. Forest Service. The National Association of Interpretation (NAI) Certified Interpretive Guide (CIG) program shall serve as the standard for training.
4. All educational programming, typically presented to school groups, shall follow accepted state educational standards of the state presented in.
5. All developed non-personal interpretation shall be of the best quality possible and produced in conjunction with and approved by the U.S. Forest Service.
6. Association may charge a nominal fee for personal interpretation activities to cover expenses. Program fees shall be posted on-line or via newsletter beforehand.

#### F. Facilities

1. Association may use facilities for the sale of educational and interpretive items for the benefit of the visiting public, and for Association meetings and events as approved by the Forest Supervisor. (*See Section IV. Provision A.3. U.S. Forest Service Owned Facilities*).
2. Association may not perform maintenance on facilities under the jurisdiction, custody, or control of the GSA. Maintenance is defined as facility cleaning, repair, or trash collection.
3. Federal facilities will not be used for non-educational or non-interpretive purposes except through a special use permit.
4. Association may construct, maintain, or improve facilities not under the jurisdiction, custody, or control of the GSA on or in the vicinity of NFS lands for the sale or distribution of educational and interpretive materials, products, programs, and services.
5. Association may remodel or renovate existing U.S. Forest Service owned sales facilities (visitor center, ranger district offices, supervisors' offices and so forth) at its own expense, as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate area of the facility, provided that all plans are approved in advance by the U.S. Forest Service. Any permanent redesigned and renovated property will remain in U.S. Forest Service ownership upon termination/expiration of this Agreement. The U.S. Forest Service reserves the right to design and construct any new



facilities, and shall allow Association to review and comment on any plans therefore.

The U.S. Forest Service shall provide Association with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning (if available), to the extent these utilities are required for the operation of the building for Governmental purposes. The U.S. Forest Service shall provide all general maintenance and repair services for the Government-owned buildings.

6. Association may operate facilities in any public or private building or on land not under the jurisdiction, custody, or control of the GSA for the sale or distribution of educational and interpretive materials, products, programs, and services, pertaining to NFS lands, private lands, and lands administered by other public entities.
7. Association shall maintain facilities in clean and presentable condition at all times.

#### G. Donation Boxes

1. Donation boxes are permitted in sales outlet areas provided the donated funds are used by Association to support interpretive/educational activities at the unit.
2. Donation boxes will also be posted with a size-appropriate sign that states "Your kind contribution to Association will be used to support the interpretive and educational activities on the Humboldt-Toiyabe National Forest."

#### H. Accounting Records

1. Association will be solely responsible for the financial arrangements for work under this Agreement, including costs of obtaining and storing an inventory of Association sales materials and for the receipt and disposition of monies from sales, and will hold harmless the U.S. Forest Service or its officers responsible for loss of Association materials or money from sales, or for any other financial loss incurred as the result of this Agreement.
2. Association will keep appropriate financial books, records, and accounts pertaining to this Agreement to standards acceptable to the U.S. Forest Service or generally acceptable accounting practices.
3. Association will allow authorized officials or agents of the U.S. Forest Service, or any other Federal agency authorized to do so, to examine such financial books, records, and accounts of Association, as deemed necessary by the U.S. Forest Service, or other authorized Federal agency, and that these records and accounts will be retained by Association and kept available for three years after termination/expiration of this Agreement, unless disposition is otherwise authorized in writing by the U.S. Forest Service. Such books, records, and



accounts may be examined at any reasonable and convenient time during such periods.

4. Association shall provide an annual narrative accomplishment report and financial statement for the calendar year by April 15 of the following year to the U.S. Forest Service contact identified in *Section V. of this agreement.*
5. Give the U.S. Forest Service of Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this document.
6. Bill the U.S. Forest Service for their prorated share of actual costs incurred to date, less program income and other Federal and nonfederal cash contributions, excluding any previous U.S. Forest Service payment(s) made on this agreement to date of the invoice.
7. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this agreement. Association also agrees that notice of the U.S. Forest Service's intent to use such number for purposes of collection and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.

#### I. Personnel

1. Association shall provide such personnel as is reasonably necessary to operate sales facilities as indicated by the level of gross sales, or any other personnel to carry out the activities and programs as described in the Operating Plan. These personnel may include, as necessary, a central business office staff, local facility managers, interpreters, volunteers, and sales clerks. U.S. Forest Service personnel may not act on behalf or as a representative of Association. However, as an incidental part of their duties, approved U.S. Forest Service personnel may offer sales items to the public provided the proceeds are properly accounted for as Association funds.
2. Association shall designate a member or employee who is authorized to act as liaison with the U.S. Forest Service.
3. Association employees involved in visitor contacts shall be oriented in the U.S. Forest Service administrative unit's Interpretive Services programs and shall be approved by a U.S. Forest Service designee before assuming such responsibilities.
4. A distinct separation, evident to the public, shall be maintained between the activities and management of Association and those of the U.S. Forest Service.



5. Association personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the U.S. Forest Service beyond routine visitor information services and participation in museums, living history, or like programs. Association employees shall not engage in activities that would reasonably lead to visiting public to conclude that they are Government employees. No Association employee shall wear a U.S. Forest Service or other Government uniform. All Association employees shall wear some easily observable and readily identifiable indication of Association affiliation while conducting Association business on the NFS lands. A sign will be posted at each sales outlet identifying Association mission and how the funds will be used.

#### J. Approvals

1. Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the U.S. Forest Service and stated in the Operating Plan. Publications and sales items will adhere to the established scope of sales will be approved by the Association .
2. Association may at any time make a written request for such necessary approvals. Requests shall be made to the Association .

#### K. Interpretive Activities

1. Interpretive activities engaged in by Association must meet U.S. Forest Service standards and be approved by the Forest Supervisor or delegated to another line officer, such as a District Ranger, as defined in the Operating Plan.
2. Association personnel shall be available only for the purposes of Association 's interpretive activities.

#### L. Indemnification and Insurance

1. Association shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of Association in connection with activities under this Agreement.

The Association shall procure public and employee liability insurance with a minimum coverage of \$100,000.00 for any number of claims from any one incident, with respect to the activities of the Association and its employees. The United States of America shall be named as an additional insured on all such policies. All such policies specify that the insurer shall not hold the United States liable or in any way responsible for payment of any premiums or deductibles thereunder and such insurance policies shall be assumed by, credited to the account of, and undertaken at the Association sole risk. This is the minimum



amount of insurance allowable. A determination for additional coverage amounts should be evaluated based on project activities.

#### M. Organization

1. Association's Articles of Incorporation and Association's By-Laws shall comply with requirements of the state in which Association is incorporated. Non-profit status 501(c) (3) must be maintained in accordance with Federal and state laws, and Association will make available for inspection, at the request of the U.S. Forest Service, documents demonstrating non-profit status. This Agreement will automatically terminate if non-profit status is lost.
2. Association recognizes that U.S. Forest Service employees may be members of Association, but they shall not be Association officers, employees, or members of the Board of Directors.
3. Association shall not allow U.S. Forest Service Employees to represent Association in any matter between Association and the U.S. Forest Service. Association shall make all decisions concerning the relationship of Association and the U.S. Forest Service, including, but not limited to, executing or negotiating contracts, signing checks, or hiring or firing employees.

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

- A. Allow Association to use those facilities that are designated in the Operating Plan for the sale of education and interpretive items for the benefit of the visiting public.

##### 1. Sales Items

The U.S. Forest Service shall cooperate with Association in the planning and design of merchandise appropriate for sale by Association at an agreed upon facility.

##### 2. Programs

The U.S. Forest Service shall cooperate with Association in the planning and development of interpretive and educational programming on or off-site. The U.S. Forest Service shall also cooperate with Association to present any needed training required for Association staff and volunteers.

##### 3. U.S. Forest Service Owned Facilities

The U.S. Forest Service shall provide Association with such sales and other facilities as may hereafter be deemed necessary or desirable by the U.S. Forest Service. The U.S. Forest Service reserves the right to relocate or withdraw any such facilities in order to meet needs of the U.S. Forest Service upon reasonable



notice. The U.S. Forest Service shall have emergency access to all facilities, and may make such surveys and inspections as the U.S. Forest Service deems necessary.

4. Personnel

The U.S. Forest Service shall designate an employee as a Coordinator. This person will serve as a liaison to the Association. The role of the Coordinator (Liaison) is to represent the interests of the U.S. Forest Service and to provide assistance to Association; hence, he or she shall not be an officer, board member or trustee of Association. His or her scope of Association responsibility shall be limited to ensuring that the spirit and intent of this Agreement are fulfilled and to provide expertise on partnerships of this nature.

U.S. Forest Service employees may collect funds on behalf of Association from the sale of materials, products, programs, and services, when the collection of funds is incidental to the duties of the approved U.S. Forest Service employees.

**V. WASHOE COUNTY REGIONAL PARKS AND OPEN SPACE SHALL:**

1. Facilities

The County shall operate and maintain the Galena Creek Visitor Center and Recreation Area as set forth in the Special Use Permit.

2. Personnel

The County shall designate an employee as Interpretive Association coordinator. This person will serve as a liaison to the Association and Forest Service. The role is to represent interest of the County, provide assistance to the Association and Forest Service, hence; he or she will not be a board member or trustee of the Association.

3. Interpretive Activities

The County may work with the Association to develop and conduct interpretive activities meeting the U.S. Forest Service standards and approved by the Forest Supervisor or delegated to another line officer, such as a District Ranger.

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

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



**Principal Cooperator Contacts:**

<p align="center"><b>Great Basin Institute Program Contact</b></p>	<p align="center"><b>Great Basin Institute Administrative Contact</b></p>
<p>Name: Gwen Bourne Address: 16750 Mt. Rose Hwy City, State, Zip: Reno, NV. 89511 Telephone: (775) 750-7101 FAX: (775) 674-5499 Email: <a href="mailto:gbourne@thegreatbasininstitute.org">gbourne@thegreatbasininstitute.org</a></p>	<p>Name: Jerry Kier Address: 16750 Mt. Rose Hwy City, State, Zip: Reno, NV. 89511 Telephone: (775) 846-9310 FAX: (775) 674-5499 Email: <a href="mailto:jkier@thegreatbasininstitute.org">jkier@thegreatbasininstitute.org</a></p>
<p align="center"><b>Washoe County Parks and Open Space Contact</b></p> <p>Name: Colleen Wallace Barnum Parks Operations Superintendent Address: 3101 Longley Lane City, State, Zip: Reno, NV. 89502 Telephone: (775) 328-2181 FAX: Email: <a href="mailto:CWallace@washoecounty.us">CWallace@washoecounty.us</a></p>	

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

<p align="center"><b>U.S. Forest Service Program Manager Contact</b></p>	<p align="center"><b>U.S. Forest Service Administrative Contact</b></p>
<p>Name: Carol Ryan Address: 324 25<sup>th</sup> Street City, State, Zip: Ogden, UT 84401 Telephone: 801-625-5171 FAX: Email: <a href="mailto:carolryan@fs.fed.us">carolryan@fs.fed.us</a></p>	<p>Name: Kamie Vaux Address: 324 25<sup>th</sup> Street City, State, Zip: Ogden, UT 84404 Telephone: 801-625-5001 FAX: 801-625-5365 Email: <a href="mailto:kvaux@fs.fed.us">kvaux@fs.fed.us</a></p>
<p align="center"><b>U.S. Forest Service Forest Contact</b></p> <p>Name: Daniel Morris Address: 1536 S. Carson Street City, State, Zip: Carson City, NV. 89701 Telephone: (775) 884-8140 FAX: (775)884-8199 Email: <a href="mailto:danielmorris@fs.fed.us">danielmorris@fs.fed.us</a></p>	



- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY 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 Association acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Association fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Association has expended in violation of sections 433 and 434.
- C. OPERATING PLAN. The parties will make themselves available annually by April 1st, to discuss the conditions covered by this Agreement and to coordinate any activities including preparing and updating the Operating Plan if necessary.
- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Association shall maintain current information in the System for Award Management (SAM) until receipt of final payment. 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).
- E. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following Association's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Association shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Association is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- F. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).



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

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

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Association from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of Association's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Association's products or activities.
- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Association to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- K. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- L. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. Association agrees 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 Association hereby willingly agrees to assume these responsibilities.

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



- M. 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.
- N. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- O. ELIGIBLE WORKERS. Association 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). Association shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- P. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Association shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.



## 2. Accounting Records

Association shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

## 3. Internal Control

Association shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets: Association shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. Association shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

## 4. Source Documentation

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

## Q. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The Association shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which Association did not anticipate at the time of the award must be used to reduce the Federal agency and Association's contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, Association shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, Association shall have no obligation to the U.S. Government with respect to program income



earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

- V. PROGRAM PERFORMANCE REPORTS. Association shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

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

Association shall submit annual performance reports. These reports are due 30 days after the reporting period. The final performance report must be submitted either with Association's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Association 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. Association 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.

Records for nonexpendable property acquired in whole or in part, with United States Federal funds must be retained for 3 years after its final disposition.

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



- X. 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 (2008 Farm Bill).

- Y. 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 Association, 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.

- Z. PUBLIC NOTICES. It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Association is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Recreation, Heritage and Wilderness Resource Management of the U.S. Forest Service, Department of Agriculture Great Basin Institute is the Interpretive Association that operates the Galena Creek Visitor Center."

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

- AA. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land, at the direction or with the approval of the U.S. Forest Service becomes, property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles Association to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.



BB. GOVERNMENT-FURNISHED PROPERTY. Association may only use U.S. Forest Service property furnished under this Agreement for performing tasks assigned in the Agreement. Association 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.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, Association 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 Association 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 Association managerial personnel. Association's managerial personnel, in this clause, means Association's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Association's business; all or substantially all of Association's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Association shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Association 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. Association 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, Association 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.

CC. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Association shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

DD. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Association 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."*

EE. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Association materially fails to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency Association or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the Cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Association's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417 and 48 CFR subpart 9.4.

FF. TERMINATION. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Association 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 Association 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 award/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.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an award/agreement, Association shall not incur any new obligations for the terminated portion of the award/agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Association for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Association up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

GG. AGREEMENT CLOSEOUT. Association shall close out the agreement within 90 days after expiration or notice of termination.

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

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement shall be submitted to the U.S. Forest Service by Association.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

HH. 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.

II. DEBARMENT AND SUSPENSION. Association 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 Association 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.

JJ. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All Non-federal government entities working on this agreement will adhere to the below Provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, Relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or sub-recipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or sub-recipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

KK. COPYRIGHTING. Association is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.



This provision includes:

- The copyright in any work developed by Association under this agreement.
- Any right of copyright to which Association purchases ownership with any federal contributions.

LL. PUBLICATION SALE. Association may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

MM. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

NN. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2021 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.

JERRY KEIR, DIRECTOR  
Great Basin Institute

Date

DAVE SOLARO- DIRECTOR  
Community Services Department- Washoe County

Date

NORA B. RASURE, Regional Forester  
U.S. Forest Service, Intermountain Region

Date



The authority and format of this agreement 17-PA-11046000-002 have been reviewed and approved for signature.

CARLA PICKERING  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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

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

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



FS Agreement No.

17-PA-11046000-002

Cooperator Agreement No.

**EXHIBIT A****OPERATING PLAN****I. PURPOSE:**

The purpose of this Operating Plan is to identify procedures of managing interpretive material sales on the Humboldt - Toiyabe National Forest.

**II. INTERPRETIVE SCOPE OF SALES OPERATING GUIDELINE:**

A. Association may conduct business on the U.S. Forest Service sites described below:

Galena Creek Visitor Center

B. Hours and Season of Operation:

1. Association sales area will be open May 1<sup>st</sup> through October 15<sup>th</sup> 9 am-530 pm, Tuesday thru Sunday. October 15<sup>th</sup> through April 30<sup>th</sup> 9 am-4 pm, Friday thru Sunday at each location listed in Section II-A of this Operating Plan. Special Events or Programs may occur outside of the Visitor Center hours above. Each sales location will operate with a full inventory of materials supplied by Association.

B. Merchandise and Prices:

1. Sales items will be subject to the approval of the Forest Supervisor or their designee and Association Executive Director, or their designee.
2. All sales items will be educational and interpretive in nature and fit into the theme(s) of Association and the U.S. Forest Service. A scope of sales will be developed between the U.S. Forest Service and Association to identify appropriate items and will be made part of this Operating Plan.
3. Association and the U.S. Forest Service will have available a price list of the merchandise being sold at each sales location for use by Association and U.S. Forest Service personnel.
4. No artifacts protected by the Antiquities Act of 1906 (Pub. L. 59-209), the Archeological Resources Protection Act of 1979 (Pub. L. 96-95), and the Alaska Historic Preservation Act of 1971, as amended, will be sold.



### C. Inventory Maintenance and Responsibilities:

1. Association will coordinate with a publishing company(s) (e.g., Globe Pequot, Falcon, or others) to provide inventory and stocking services. Association may special order specific titles and other products that will further the goals of the U.S. Forest Service promoting educational, interpretive, cultural, and scientific program needs.
2. U.S. Forest Service personnel will be responsible for contacting Association when additional inventory is needed.
3. Association will deliver and pick up inventory from U.S. Forest Service locations, unless other arrangements are made (i.e. mail delivery, delivery to one sales location for distribution at other locations).
4. Association will provide a receiving report with each inventory shipment. The report will list the items delivered. The U.S. Forest Service will reconcile the report and inventory to ensure accuracy and provide it to Association.
5. Association personnel will take inventory of sales stock when necessary throughout the year. U.S. Forest Service personnel shall allow Association personnel access to the inventory upon request.

### D. Financial Reporting:

1. U.S. Forest Service personnel at each location will be provided with and assure proper management of Association's cash-on-hand fund. The cash-on-hand fund is to be used to make change during sales transactions and be retained in the safe/box provided by Association. The cash-on-hand fund will be returned to Association upon termination of this agreement. The cash-on-hand is the property of Association and Association personnel shall be allowed access to these monies upon request.
2. U.S. Forest Service personnel who assist Association with sales will maintain a daily sales report. It is the responsibility of U.S. Forest Service personnel to know Association's procedures for sales transactions.
3. Periodically, or when inventory is delivered, Association personnel will pick-up sales income at each location, or make other arrangements for delivery of proceeds, and return them to the main Association office for deposit processing. Association and the U.S. Forest Service will reconcile sales income and the daily sales reports upon transfer of sales income from the U.S. Forest Service to Association.



### E. Contributions:

1. All proceeds from the sales authorized by this agreement shall be retained by the Association and used for mutually agreed upon interpretive project(s) either approved under this agreement when no exchange of funds is necessary; or in a separate agreement(s) when exchange of funds is necessary to complete mutually agreed upon project(s).

- a. Direct Support/Financial Aid:

Mutually agreed upon projects shall be documented in this Operating Plan and identified if funded in whole or in part with either financial aid funds and/or with competitive project funds:

- b. Financial Aid Funds:

Financial Aid is a percentage of net unit profits and is determined by the Board of Directors. The financial aid return to the U.S. Forest Service units shall be a minimum of 10 percent of net unit profits and a maximum not to exceed 25 percent of net unit profits. Financial aid will be awarded during Association's annual meeting. Profit is figured by beginning inventory plus purchases, plus transfers-in, minus transfer-out, minus ending inventory, which equals cost of sales; Gross sales minus misc. (taxes and non-sufficient funds returns), minus cost of sales, which equals the profit; the profit times 20-25 percent (average rate of net unit profits) equals financial aid return.

Requesting Funds: to obtain/use funds from your Financial Aid account, send a letter to Association, signed by the Forest Supervisor or their designee, requesting the use of these funds along with an invoice issued by the third party for the approved project. Association will pay the invoice using funds from the units Financial Aid account. Or, send a letter to Association, signed by the Forest Supervisor requesting the funds along with a Collection Agreement stating what the funds will be used for.

- c. Competitive Project Funds:

In addition to Financial Aid funds, for the remaining balance of proceeds, the Forest covered under this Operating Plan, is allowed to submit two Project Fund Applications per year. Applications are to be submitted by the end of February each year to meet the deadline for Association's board members' review.

To receive consideration, projects must be appropriate to Association's mission and purpose. Examples include major publications, exhibits, hiring of frontline staff at visitor centers, seasonal interpreters, and purchase of equipment that would aid interpretation, signing, and the development of interpretive programs.



## F. Mutually agreed upon projects:

**Community Programs:**

Guided Hikes  
Galena Evening Series: The Truckee  
Galena Toddlers  
Environmental Drama  
Mark Twain at Lake Tahoe  
Kids Scavenger Hunt  
Reptiles  
Avalanche Awareness  
Seismology  
Mountain photographs  
BBBS Guided hike  
Astronomy Night  
Winter Photography workshop  
Art on the Rocks  
Snowmobile Avalanche Awareness  
Mountain Navigation without GPS  
Virginia City-History  
Astronomy Presentation  
Climate Change in the Great Basin  
A Short History of Reno Images  
Summer Birds of Galena Forest  
Nature Art Class  
Mummified Forests in Arctic  
Astronomy Countdown to Pluto  
Mining the Past ...  
4H Clover buds  
Saturday Hike  
NAS Fallon Cyp Guided Hike  
Campfire Friday  
Galena Fest  
Hawk Identification Workshop  
Galena Evening Series  
Astronomy Program  
Bird Hike  
Hands on Holidays

**School Field Studies**

Jr Ranger - Snow  
Winter survival  
Insect Hotel/Pollinator Garden  
Discover the Forest



Air Quality  
Animal Adaptations  
Wilderness Survival  
Earth's Erosion  
Forest Birds and Trees  
Biomimicry  
Ecosystem Interdependence: Animals  
Discover the Forest  
Insect Planet  
Earth Keepers  
Ecosystem Interdependence  
Forest Life  
Native Plants and Animals  
Water Studies  
Water Studies (extended day)  
Meet Jeff  
Wilderness Survival (extended day)  
Truckee River Snapshot Day  
Food Webs  
Forest Discoveries  
Wilderness Survival  
Forest Animals  
ROS: Ecosystem Interdependence  
Ecosystem Interdependence (extended day)  
Insect Planet  
Forest Adventures: 3d/2n residential  
Nature's Transformers (UW)  
Outside In: Outdoor Science for Indoor Teacher  
Galena Rocks  
Galena Rocks: erosion  
Forest Life  
Birds  
Habitat  
EPA Climate Change: Forest Field Study #1  
Ecosystem Interdependence: Animals  
Animal Adaptations  
EA Climate Change: Forest FS #2  
Nature's Transformers: UW  
Animal Adaptations  
Winter Birds

**School Break Camps:**  
Outdoor exploration  
Destination Wilderness  
Destination Wilderness II  
Forest Adventures



Art in Nature  
Homestead in Nevada  
Flyers: Bats, bugs, birds  
Galena Rocks!  
Water Journeys  
Nevada History and Culture

**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.

\_\_\_\_\_  
JERRY KEIR, Director  
Great Basin Institute

\_\_\_\_\_  
Date

\_\_\_\_\_  
DAVE SOLARO- DIRECTOR  
Community Services Department- Washoe County

\_\_\_\_\_  
Date

\_\_\_\_\_  
NORA B. RASURE, Regional Forester  
U.S. Forest Service, Intermountain Region

\_\_\_\_\_  
Date

The authority and format of this agreement 17-PA-11046000-002 have been reviewed and approved for signature.

\_\_\_\_\_  
CARLA PICKERING  
U.S. Forest Service Grants Management Specialist

\_\_\_\_\_  
Date