

FS Agreement No. 23-PA-11041700-008Cooperator Agreement No. CBE No. 606259-22

PARTICIPATING AGREEMENT
Between
COUNTY OF CLARK
And The
USDA, FOREST SERVICE
HUMBOLT-TOIYABE NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between County of Clark, hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Humbolt-Toiyabe National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended.

Background: The U.S. Forest Service and Cooperator worked together through partnership agreements to provide work for outdoor education and experience for enrollees of the Cooperator for over 50 years, this agreement is a continuation of those efforts.

Title: Outdoor work and education for Spring Mountain Youth Camp

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to collaborate and provide work for outdoor education and experience for enrollees of the Spring Mountain Youth Camp (SMYC) and at the same time accomplish projects that benefit the U.S. Forest Service. Projects may include tree planting, road and trail signing, maintenance of recreation sites, facilities and trails, litter and graffiti removal, snow removal and other similar activities in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A and Scope of Work, Exhibit B.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

SMYC provides job training, job skills development and outdoor education and work experience for its enrollees. The development of these job skills and resulting work accomplished support the protection, development, and improvement of the natural resources of the U.S. Forest Service, specifically the Humboldt-Toiyabe National Forest, Spring Mountain National Recreation Area.



The U.S. Forest Service is the land management agency responsible for management of that portion of the Spring Mountains range known as the Spring Mountains National Recreation Area, including management of the outdoor recreation areas with its proclamation boundary. The U.S. Forest Service is interested in using the work program of SMYC in ways that benefit the National Forest System lands and supports Cooperator's SMYC work program.

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

III. COOPERATOR SHALL:

- A. LEGAL AUTHORITY. Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Furnish enrollees who must be 14 years of age or older with adequate training and equipment to accomplish project work.
- C. Cooperator Crew Supervisors will train enrollees in safe on the job practices for the youth enrolled in the program. Additionally, cooperator Crew Supervisors will ensure the enrollees while on the job use personal protective equipment (PPE).
- D. Have the cooperator Crew Supervisors conduct and document tailgate safety sessions prior commencement of any project work. The topic covered will include proper use of tools and equipment, safety issues associated to project work and/or location and any other pertinent topics.
- E. Utilize U.S. Forest Service loaned tools, supplies, and safety equipment, when necessary for the work projects assigned. Furnish and update an annual inventory of U.S. Forest Service provided supplies and equipment utilizing the U.S. Forest Service form AD-107 or form AD-112 and provide it to the U.S. Forest Service Project Contact.
- F. Have the SMYC's Forestry Dorm Supervisor communicate project direction from the U.S. Forest Service Representative to the Program Coordinator. This information will be regarding project priorities, logistics, and type of work to be performed and desired standards.
- G. Acquaint U.S. Forest Service personnel to enrollee policies of the Cooperator's SMYC. Copies of these policies shall be furnished to the U.S. Forest Service. Cooperator's SMYC staff will immediately advise the U.S. Forest Service Contact if U.S. Forest Service personnel are violating any of the cooperator's enrollee policies and procedures.



- H. Perform in accordance with the Financial Plan, Exhibit A and the Scope of Work, Exhibit B.
- I. Bill the U.S. Forest Service quarterly for costs incurred as agreed upon in the Financial Plan excluding any previous U.S. Forest Service payment(s) made on the instrument to the date of the invoice.
- J. Cooperator shall complete an annual project accomplishment report in accordance with Section V. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS of this document and submit it to the U.S. Forest Service Contact.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$19,664.57**, as shown in the Financial Plan, Cash to Cooperator, Exhibit A. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Cooperator quarterly invoice. Each invoice from Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number.
2. U.S. Forest Service agreement number. **23-PA-11041700-008**.
3. Cooperator's contract number **CBE No. 606259-22**.
4. Invoice date.
5. Performance dates of the work completed (start & end).
6. Total invoice amount for the billing period, separated by the U.S. Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
7. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
8. Cumulative amount of U.S. Forest Service payments to date.
9. Statement that the invoice is a request for payment by "reimbursement".
10. If using SF-270, a signature is required.
11. Invoice Number, if applicable.



The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Tamara Purpura, tamara.purpura@usda.gov

- B. Schedule an annual coordination meeting and as needed throughout the work season with camp confirm or change schedule work projects and identify any concerns.
- C. Assign qualified and experienced U.S. Forest Service personnel to provide the initial technical direction to the Cooperator SMYC'S Crew Supervisor for the crews on projects undertaken within the terms of this agreement. Where necessary, give specific and on-going direction for project completion.
- D. Provide the project materials, tools, equipment necessary to complete the projects that are not normally supplied by the cooperator.

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.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Kelly Storla 2400 Angel Peak Place Las Vegas, NV 89129 Telephone: 702-455-5410 FAX: 702-455-5240 Email: goetzke@clarkcountynv.gov	Cesar Lemos 2400 Angel Peak Place Las Vegas, NV 8912 Telephone: 702-455-5555 Email: lemoscg@clarkcountynv.gov

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Tamara Purpura 4701 N. Torrey Pines Blvd. Las Vegas, NV 89130 Telephone: 702-306-7477 Email: tamara.purpura@usda.gov	Teresa Stein Grants Management Specialist 324 25 th St. Ogden, UT 84401 Telephone: 208-392-5035 teresa.stein@usda.gov

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at 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.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- E. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS.** Cooperator agree(s) that any of Cooperator's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Cooperator has hereby willingly agreed to assume these responsibilities.

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



- F. MEMBERS OF 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.
- G. 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.
- H. ELIGIBLE WORKERS. Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- I. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Cooperator 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.
- J. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

2. Accounting Records

Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the



agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

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

4. Source Documentation

Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- K. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **\$ 19,664.57** are currently available for performance of this agreement through **March 31, 2028**. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until Cooperator receive(s) notice of availability confirmed in a written modification by the U.S. Forest Service.
- L. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10 percent and less than 25 percent, Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that Cooperator request a federally approved rate from Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect



cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- M. OVERPAYMENT. Any funds paid to Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Cooperator to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;
- If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:
1. Making an administrative offset against other requests for reimbursement.
 2. Withholding advance payments otherwise due to Cooperator.
 3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).
- N. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Cooperator shall close out the agreement.

Any unobligated balance of cash advanced to Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Cooperator.

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

- 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. Wherever 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.

Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. 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 Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). 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).

- 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 Cooperators, their



Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- 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. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“Humboldt-Toiyabe National Forest of the U.S. Forest Service, U.S. Department of Agriculture”

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

- T. FUNDING EQUIPMENT Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. PROPERTY IMPROVEMENTS. Improvements placed by Cooperator 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 of a similar nature. No part of this agreement entitles Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- V. GOVERNMENT-FURNISHED PROPERTY. Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Cooperator 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.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, Cooperator 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 Cooperator is/are 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 Cooperator's managerial personnel. Cooperator's managerial personnel, in this provision, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator 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. Cooperator 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, Cooperator 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.
- W. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.
- X. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperators' employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands.



- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by Cooperator or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for Cooperator's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.
- Upon termination of an agreement, Cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Cooperator for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- AA. 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.



- BB. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- CC. 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 subrecipients 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 subrecipients 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; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.



- DD. 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **March 31, 2028** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- FF. 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.



James B. Gibson
JAMES B. GIBSON, Chair
Clark County Commissioners

4/18/2023
Date

Lynn Marie Goya

Apr 26, 2023

LYNN MARIE GOYA
Clark County Clerk

Date

By Jason Patchett for Elizabeth Vibert

Jason Patchett for Elizabeth Vibert (Apr 25, 2023 09:33 PDT)

Apr 25, 2023

Approved as to Form: STEVEN B. WOLFSON
Clark County District Attorney

Date

WILLIAM
DUNKELBERGER

Digitally signed by WILLIAM
DUNKELBERGER

Date: 2023.04.27 13:18:11 -07'00'

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

Date

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

TERESA STEIN Digitally signed by TERESA STEIN
Date: 2023.03.09 15:55:02 -07'00'

03/09/2023

TERESA STEIN

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

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

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

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

Exhibit: A

USFS Agreement No.: 23-PA-11041700-008
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$4,002.24	\$17,876.88	\$86,400.00	\$0.00	\$108,279.12
Travel	\$228.96	\$0.00	\$792.00	\$0.00	\$1,020.96
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$5,231.20	\$17,876.88	\$87,192.00	\$0.00	\$110,300.08
Coop Indirect Costs		\$1,787.69	\$0.00		\$1,787.69
FS Overhead Costs	\$680.06				\$680.06
Total	\$5,911.26	\$19,664.57	\$87,192.00	\$0.00	\$112,767.82
Total Project Value:					\$112,767.82

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 22.68%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 77.32%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Program Manger		\$272.64	6.00		\$1,635.84
Wilderness and Trails Manager		\$197.20	12.00		\$2,366.40
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$4,002.24

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
US Forest Service Vehicle	GS-9	\$19.08	12.00		\$228.96
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$228.96

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
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PPE (Hard hats, gloves, ear protection, saftey glasses)		1000.00	\$1.00		\$1,000.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$1,000.00
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Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

Total Printing		\$0.00
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Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00

Non-Standard Calculation

Total Other		\$0.00
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Subtotal Direct Costs	\$5,231.20
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
13.00%	\$5,231.20		\$680.06
Total FS Overhead Costs			\$680.06

TOTAL COST	\$5,911.26
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Youth Group of 50		\$1,668.00	8.00		\$13,344.00
Youth Group of 34		\$1,133.22	4.00		\$4,532.88
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor		\$17,876.88
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel		\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
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Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
Non-Standard Calculation					
					\$0.00
Total Printing					\$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Other					\$0.00

Subtotal Direct Costs	\$17,876.88
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$17,876.88			\$1,787.69
Total Coop. Indirect Costs				\$1,787.69

TOTAL COST	\$19,664.57
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
6 Crew Leaders		\$2,400.00	36.00		\$86,400.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$86,400.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Vehicle Usage		\$22.00	36.00		\$792.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$792.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation					
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Total Supplies/Materials					\$0.00
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Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
Non-Standard Calculation					
					\$0.00
Total Printing					\$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Other					\$0.00

Subtotal Direct Costs	\$87,192.00
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Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs			Total	
					\$0.00
					\$87,192.00
Total Coop. Indirect Costs					\$0.00

TOTAL COST	\$87,192.00
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Exhibit B

Scope of Work

For Summer/Fall 2023

Clark County, Department of Juvenile Justice Services Spring Mountains Youth Camp

I. Purpose:

The purpose of this Operating Plan is to identify the 2023 project to be completed on the Spring Mountains National Recreation Area, Humboldt-Toiyabe National Forest.

II. Work Projects (potential projects):

- a. Shoveling snow at the Spring Mountain Visitor Gateway, Desert View, and Sawmill
- b. Shoveling snow at Fletcher View and Kyle when operating
- c. Lee Meadow litter cleanup
- d. Telephone Canyon and Spring Mountain Visitor Gateway trail maintenance
- e. Lovell Canyon cleanups
- f. Spring Mountain Visitor Gateway and trailhead restroom cleaning
- g. Trail logging out and project identification prior to summer season
- h. Trail maintenance at Mary Jane, Cathedral, and Griffith Peak trails.

III. Summer Work Projects:

a. Developed Site Maintenance

Once a week (Thursdays) two crew will complete developed site maintenance at the following trailheads, campgrounds and picnic sites

- Mary Jane and Trail Canyon Trailhead
- Cathedral Rock Trailhead
- Fletcher Canyon Trailhead
- Deer Creek Picnic Area
- Sawmill Picnic Area and Trailhead
- McWilliams Campground
- Old Mill Picnic Area
- Hilltop Campground
- Fletcher View Campground

Developed Maintenance tasks includes:

Picnic Sites

Tables- Wipe off table tops and benches, remove any graffiti with graffiti remover, and brush off any spider webs on the underside of tables.

Charcoal Grills- Remove all charcoal and wood from grills. Do not place hot coals in trash.

Table Pads- Sweep off any debris from concrete table pad.

Litter- Pickup any litter around picnic site.

Restrooms

Risers- Clean risers using an equal part solution of water and Pinalen or SimpleGreen, making certain there are no deposits on the surface of risers or lids.

Walls and Windows- Wipe off any debris and brush off spider webs. Remove graffiti.

Vents- Clean vents so there are no obstructions.

Toilet Paper- Restock toilet paper.

Trash cans- Empty trash cans in dumpster and replace with new bag.

General Site

Kiosk- Brush off any spider webs, remove graffiti.

Benches- Brush off any spider webs, remove graffiti.

Walkways- Sweep off debris and trim back any vegetation growing over sidewalks.

Parking Lots- Pick up any litter in parking area.

b. Trail Maintenance

Tread work- raising trail ruts with: decompaction, crushing rock, and “chuck and fill”, correct slope issues including: adjusting back slope to 45 degrees and adjusting trail out slope to around 5 degrees, remove rock larger than fist size from trail.

Brushing- Brush trail to 8 feet width and 10 feet height utilizing pole saws, hand saws, and loppers. Trees limbs must be cut within ¼ inch from tree and trees low stumped to 1 inch from the ground.

Log Outs- Remove down trees in trail corridor, if unable to remove, report to Forest Service with latitude and longitude.

Signage- Maintain directional and information signage along trail including: reporting missing signage, reinstalling broken posts, and removing graffiti from signs.

Trash pickup and graffiti removal.

Repair swichbacks- including: stopping trail cuts by installing gargoyle rocks, obscuring social trail with brush, adjusting back slope and trail tread, and adding rock to junk walls.

Drainage features- clean waterbars and dip drains including: redefining drain pan, cleaning out drain tail to a shovel width and a half wide, and reenforcing waterbar. Identify and install new drains with and without waterbars.

IV. Project Priorities in 2023

- a. Barricade/ block all social trails leaving the trail head area to mitigate trail branching at the following trail heads: Juniper trail head, Echo trail head,
- b. Brushing the following trails to stock corridor standard: Mud Springs Loop (entire length), Lower Showgirl Trail, first 200 meters of Trail Canyon.
- c. Clean up long cut stubs on trees and other brush on Upper Show Girl
- d. Spot tread work on Mud Springs Loop

Performance Report Due Dates

Period End Date	Due Date
12/31/2023	03/31/2024
12/31/2024	03/31/2025
12/31/2025	03/31/2026
12/31/2026	03/31/2027
12/31/2027	03/31/2028
03/31/2028	07/29/2028