



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE : June 24, 2024

DATE: June 11, 2024

TO: Open Space and Regional Parks Commission

FROM: Christina Thayer, Trail Program Coordinator
Community Services Dept., 328-3623, cthayer@washoecounty.gov

THROUGH: Aaron Smith, Operations Division Director
Community Services Dept, 328-2172, aasmith@washoecounty.gov

SUBJECT: Presentation, discussion and possible recommendation to the Board of County Commissioners to approve a Non-Funded Cost Share Agreement between Washoe County and the United States Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest with an estimated Washoe County non-cash contribution of \$215,510.00 primarily in salary and labor costs over a 5-year period; to allow Washoe County to maintain existing and future trails that cross both jurisdictions along the Sierra Front and to continue maintaining the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson Trailheads. (Commission Districts 1 and 2) (For Possible Action).

SUMMARY

Washoe County Parks currently maintains the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson Trailheads. The original agreement with the Forest Service for trailhead maintenance was executed in 2002 but has since expired. Parks would like to enter into a new Non-Funded Cost Share Agreement to cover desired trail and trailhead maintenance on Forest Service lands. Under the new agreement, Parks will continue to perform light maintenance and basic operations of the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson trailheads including trash management, signs, restroom cleaning and pumping, landscape maintenance, and weed management.

The new agreement includes system trail maintenance along the Sierra Front such as brushing, tread work, drainage improvements, minor reroutes, decommissioning of social trails, sign installation and replacement, and hazard/down tree removal. The agreement also permits the County to use volunteer and/or training events to complete trail maintenance work on Forest System lands. The Washoe County Trails Coordinator will serve as the liaison with the Forest Service to coordinate the planned trail maintenance work.

The agreement between Washoe County and the Forest Service will provide an opportunity to better manage the recreational system infrastructure that crosses both County open space and Forest Service lands. This will provide a level of consistency with safety, resource protection, wayfinding, and messaging. The agreement will provide benefits to both agencies and will allow the County to meet infrastructure maintenance

AGENDA ITEM # _____

requirements as specified in previously awarded Recreational Trails Program (RTP) grants.

PREVIOUS ACTION

June 7, 2022 – The Washoe County Open Space and Regional Parks Commission adopted the Carcione and Canepa Ranch Recreation Access Plan.

September 28, 2021 – The Board of County Commissioners (Board) acknowledged and agreed to the Abandonment and Termination of Right of Reverter by the Grantor, Ridges at Hunter Creek III, which would remove the right of reverter clause from the trailhead easement granted to Washoe County in 2005 and recorded in 2007 as Document #3592575 for the Michael D. Thompson Trailhead on a portion of Assessor’s Parcel Number 041-650-08, located off of Woodchuck Circle.

July 20, 2021 – The Board accepted a State of Nevada, Division of State Parks Recreational Trails Program 2021-10 “Sierra Front Trail Planning” grant [in the amount of \$74,300 with cash match in the amount of \$18,575].

December 8, 2020 – The Board accepted a State of Nevada, Division of State Parks Recreational Trails Program 2020-14 “Thomas Creek to Ballardini Ranch Connector Trail” grant [in the amount of \$40,000 with a Washoe County cash match in the amount of \$10,000].

May 28, 2013 – The Board of County Commissioners (Board) adopted and recorded a resolution accepting real property for use as a public trailhead and trail corridor within the Ridges at Hunter Creek Subdivision (currently identified as APN 041-661-13, totaling 0.57 acres) for use as a non-motorized public trailhead and trail corridor.

July 26, 2005 – The Board approved an agreement between Washoe County and David J. and Claudia Ann Thompson Family Trust and Ridges Investment, LLC, to grant an easement to Washoe County to develop the Michael D. Thompson Trailhead and Trail on a portion of the parcel currently identified as 041-650-08; and authorized the Chair to execute the associated documents.

December 10, 2002 – The Board approved the execution, upon presentation, of the Interlocal/Challenge Cost Share Agreement to authorize Washoe County to partner with the U.S. Forest Service to operate and maintain the Whites and Thomas Creek trailheads.

BACKGROUND

Washoe County partnered with the U.S. Forest Service on the funding and construction of the Whites Creek and Thomas Creek Canyon Trailheads located on Forest Service lands along Timberline Drive. The Forest Service did not have the ability to take on the full operations and maintenance of the trailheads at the time of construction and Washoe County Parks was already maintaining other trail facilities in the area such as Galena Creek Regional Park. The Board of County Commissioners approved an Interlocal/Challenge Cost Share Agreement with the Forest Service on December 10, 2002, that allowed Washoe County to operate and maintain the Whites and Thomas Creek Canyon Trailheads. Since the agreement was executed in 2002, the County has continued to maintain the Whites and Thomas Creek Canyon Trailheads.

In 2005, the Board accepted an easement for the Michael D. Thompson Trailhead located on Woodchuck Circle. The County constructed the trailhead in the easement area and maintained it as a County facility. The Forest Service acquired the entire parcel (APN: 041-650-08) where the easement for the Michael D. Thompson Trailhead is located on May 20, 2022. As part of the property acquisition process, the Forest Service required the County to remove a Right of Reverter clause contained in the original easement document. The Board approved the abandonment and termination of the Right of Reverter clause on September 28, 2021. The staff report identified the need to enter into an agreement with the Forest Service after the property acquisition was completed for Washoe County Parks to continue to maintain the Michael D. Thompson Trailhead.

Additional system trails connecting to these trailheads along the Sierra Front have been constructed by Washoe County crossing both County owned open space and Forest Service lands. This includes the Lower Whites Creek and Sierra Front Trails. A Recreational Trails Program (RTP) grant was awarded to the County in 2020 for construction of the Sierra Front Trail connecting the Thomas Creek Canyon Trailhead to the Ballardini Ranch Trailhead. The Ballardini Ranch Trailhead is County owned and maintained. An additional RTP grant was awarded in 2021 for planning of the next section of the Sierra Front Trail that will connect from the Ballardini Ranch Trailhead to the Michael D. Thompson Trailhead. The RTP grants require the County to maintain the funded infrastructure for a minimum of 20 years.

Future trail construction is planned in the agreement area including trails identified in the Carcione and Canepa Ranch Recreation Access Plan, approved by the Open Space and Regional Parks Commission in 2022. The Forest Service was a stakeholder in the development of the Recreation Access Plan and is partnering with the County to identify desired trail connections and alignments in the area. The agreement includes proposed trails along the Sierra Front and near Canepa Ranch and will give the County the ability to maintain these trails after construction is completed.

The Non-Funded Cost Share Agreement outlines the responsibilities of the Forest Service and Washoe County Parks for trail and trailhead maintenance. Washoe County Parks will perform light maintenance and basic operations of the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson trailheads including trash management, signs, restroom cleaning and pumping, landscape maintenance, and weed management. System trail maintenance may include brushing, tread work, drainage improvements, minor reroutes, decommissioning of social trails, sign installation and replacement, and hazard/down tree removal. The agreement also permits the County to use volunteer and/or training events to complete trail maintenance work on Forest System lands. The Washoe County Trails Coordinator will serve as the liaison with the Forest Service to coordinate the planned trail maintenance work. Washoe County park ranger and maintenance staff will continue to maintain the Whites, Thomas Creek Canyon, and Michael D. Thompson Trailheads as they have in the past.

Park Benefits

The agreement between Washoe County and the Forest Service will provide an opportunity to better manage the recreational system infrastructure that crosses both County open space and Forest Service lands. This will provide a level of consistency with safety, resource protection, wayfinding, and messaging. The agreement will provide

benefits to both agencies and will allow the County to meet infrastructure maintenance requirements as specified in previously awarded Recreational Trails Program (RTP) grants.

Next Steps

Should the Park Commission support the Non-Funded Cost Share Agreement, the next step is for approval by the Board of County Commissioners.

FISCAL IMPACT

The Non-Funded Cost Share Agreement includes estimated non-cash contributions of \$215,510.00 primarily in salary and labor costs over the 5-year term of the agreement. The County has continuously maintained these trailheads since they were constructed using the annual CSD Regional Parks & Open Space (140-0) budget. Estimated maintenance costs under this agreement would be covered in the CSD Regional Parks & Open Space (140-0) budgets for FY25 – FY29.

RECOMMENDATION

It is recommended that the Park Commissioners recommend to the Board of County Commissioners to approve a Non-Funded Cost Share Agreement between Washoe County and the United States Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest with an estimated Washoe County non-cash contribution of \$215,510.00 primarily in salary and labor costs over a 5-year period; to allow Washoe County to maintain existing and future trails that cross both jurisdictions along the Sierra Front and to continue maintaining the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson Trailheads.

POSSIBLE MOTION

Should the Commissioners agree with staff's recommendation, a possible motion would be: "Move to recommend to the Board of County Commissioners to approve a Non-Funded Cost Share Agreement between Washoe County and the United States Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest with an estimated Washoe County non-cash contribution of \$215,510.00 primarily in salary and labor costs over a 5-year period; to allow Washoe County to maintain existing and future trails that cross both jurisdictions along the Sierra Front and to continue maintaining the Whites Creek, Thomas Creek Canyon, and Michael D. Thompson Trailheads."



FS Agreement No. 24-CS-11041700-017

Cooperator Agreement No. _____

**NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between
WASHOE COUNTY
And The
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST**

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby entered into by and between Washoe County, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Humboldt- Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154

Background: An original agreement with Washoe County Department of Parks and Recreation was signed in 2002 to provide County resources in operating and maintaining two trailheads, known as the Whites and Thomas Creek Canyon Trailheads. The trailheads were approved for construction in a decision notice signed by Carson District Ranger, Gary Schiff. The decision was the result of over a year of public involvement and completing the environmental assessment, as required by the National Environmental Policy Act.

The timing of the construction of the Whites and Thomas Creek Trailhead was critical, due to the amount of development along Timberline Drive. Timberline Drive residents generally did not support access to public lands near their residences. The U.S. Forest Service didn't have the ability to take on the full operations and maintenance of the trailheads, and still does not. Washoe County resources were close to the location of the trailheads, so the County passed a Regional Parks and Open Space Bond, which secured funding specifically for the construction and maintenance of the project.

Since 2002, the County has maintained the Whites and Thomas Creek Trailheads. During this time, additional system trails have been constructed by Washoe County, on National Forest System lands, within close proximity to the trailheads. These additional systems were constructed after the County was awarded planning and implementation grants, and the Terms and Conditions of each grant requires the grantee to maintain the built infrastructure for a minimum of 20 years. Therefore, the reasoning to secure an agreement with Washoe County is a requirement of the Terms and Conditions from the grant.

Title: Regional Parks and Open Space Trailhead and Trail Maintenance



I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to perform oversight and maintenance on multiple trailheads and trails in Washoe County, located on the Carson Ranger District, Humboldt-Toiyabe National Forest in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A and Scope of Work, attached as Exhibit B.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service's mission to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations, closely aligns with the County's mission.

The recreation management assistance provided by the County through their externally funded grants and yearly appropriations will greatly assist the U.S. Forest Service in meeting the performance requirements of current and future recreation, trail, and targets. In turn, this will further enable the U.S. Forest Service to meet its obligations and effectively manage the recreational system infrastructure on National Forest System lands.

The County and the U.S. Forest Service share very similar goals regarding recreation management; as such, accomplishments envisioned under this instrument will produce benefits for both organizations. These achievements will help the County fulfill its mission statement: "to provide exceptional parks, open space, and recreational opportunities while preserving our natural, historical and cultural resources", as well as requirements identified in awarded grants.

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

III. COUNTY SHALL:

- A. LEGAL AUTHORITY. County 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. Perform "light" maintenance. "Light maintenance includes the basic operations of the Whites, Thomas Creek Canyon, and Michael D. Thompson Trailheads such as:
 - garbage and litter management
 - signing of bulletin boards and kiosks
 - pumping vault toilets and cleaning restrooms
 - landscaping maintenance
 - sign replacement
 - noxious weed management.



- C. Perform “light” maintenance on system trails. “Light” maintenance includes,
 - brushing
 - tread work
 - drainage improvements
 - minor reroutes and decommissioning of social trails, once NEPA is completed
 - dead, down, and hazard tree removal
 - sign replacement to improve the user experience and protect natural resources
- D. Attend volunteer and/or training events that may be scheduled to assist with completing light trail maintenance work.
- E. Manage the day-use of Whites Creek Canyon by opening and closing the lower gate in accordance with the Motor Vehicle Use Map (MVUM).
- F. Provide a presence in the Canyons through County personnel, contracted or volunteer services to deter undesirable behaviors.
- G. Uphold the commitment, that all facilities funded through the Recreational Trails Program (RTP), or other awarded grants, to keep trails open and available for use and maintained for no less than 20 years.
- H. Designate an employee as a Coordinator (Liaison). This person will serve as a liaison to the County and the U.S. Forest Service. The role is to represent the interest of the County and provide assistance and coordination with the U.S. Forest Service.
- I. Work in accordance with the Financial Plan, attached as Exhibit A and the Scope of Work, attached as Exhibit B.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide project oversight for all activities and implementation occurring on U.S. Forest Service lands. This includes meeting with Washoe County Parks and Recreation staff on a quarterly basis, or as necessary, for coordination needs.
- B. Perform “heavy” maintenance. “Heavy” maintenance includes,
 - re-roofing structures
 - remodeling facilities
 - replacing signs that were not identified with the original awarded grant
 - paving or repaving surfaces
 - road reconstruction, road maintenance, and painting.
- C. Provide support through Carson District trails staff for trail maintenance or construction on trails that have been constructed through awarded grant funds, with an understanding that the Cooperator has a commitment to keep the trails open and available for use and maintained for no less than 20 years.



- D. Provide a presence along the Whites and Thomes Creek trail corridors through U.S. Forest Service personnel to deter undesirable behaviors.
- E. Approve any social media posts, such as volunteer workday notifications for projects completed on National Forest System lands.
- F. Drive to the project site, using a U.S. Forest Service vehicle, to line out the scope and scale of each assigned project. Once the assigned project has been completed, U. S. Forest Service vehicles will also be used to verify the work was completed.
- G. Designate an employee as a Coordinator. This person will serve as a liaison to the County. The role of the Coordinator (Liaison) is to represent the interests of the U.S. Forest Service and to provide assistance to the County; hence, he or she shall not be an officer, board member, or trustee of the County. His or her scope and 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.

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 Program Contact	Cooperator Administrative Contact
Christina Thayer, Trails Program Coordinator 1001 E. Ninth Street Reno, NV 89512 (775) 328-2737 cthayer@washoecounty.gov	Joanne Lowden, Natural Resource Planner 1001 E. Ninth Street Reno, NV 89512 (775) 328-2039 jlowden@washoecounty.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Brian Hansen, District Recreation Officer 1536 South Carson Street Carson City, NV 89701 (775)-884-8140 brian.c.hansen@usda.gov	Tamia Robertson Grants Management Specialist 324 25 th Street Ogden, UT 84401 (469) 965-9272 tamia.robertson@usda.gov

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

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

To the County, 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 the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of the County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County 's products or activities.
- E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information, and Publishing Services prior to use of the insignia. The U.S. Forest Service will notify the the County when permission is granted.
- F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS.** County agree(s) that any of the County’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 the County has hereby willingly agreed to assume these responsibilities.

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

- G. 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.
- H. 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.
- I. ELIGIBLE WORKERS. County 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). County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). County shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. 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.



- K. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

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

- L. 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

County 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 no later than 120 days from the expiration date of the agreement.

- M. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. County 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. County 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.

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



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

- O. 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.
- P. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Humboldt- Toiyabe National Forest of the U.S. Forest Service, Department of Agriculture"
- County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.
- Q. 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.
- R. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. County 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."

- T. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- U. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- V. 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.
- W. DEBARMENT AND SUSPENSION. County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County 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.

- X. COPYRIGHTING. County 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 must 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:

1. The copyright in any work developed by the County under this agreement.
2. Any right of copyright to which the County purchase(s) ownership with any Federal contributions.

- Y. PUBLICATION SALE. County 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.

- Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee, contractor, or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees, contractors, and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees, contractors, and volunteers. Cooperator employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be



trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.

- AA. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- BB. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **May 15, 2029** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- CC. 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.

DAVE SOLARO, Assistant County Manager Date
Washoe County

JON STANSFIELD, Forest Supervisor Date
U.S. Forest Service, Humboldt-Toiyabe National
Forest

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

TAMIA ROBERTSON Date
U.S. Forest Service Grants Management Specialist



Burden Statement

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Exhibit:

USFS Agreement No.:
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	\$74,020.00	\$0.00	\$209,310.00	\$0.00	\$283,330.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Supplies/Materials	\$750.00	\$0.00	\$5,000.00	\$0.00	\$5,750.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00
Other					\$0.00
Subtotal	\$80,770.00	\$0.00	\$215,510.00	\$0.00	\$296,280.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$12,923.20				\$12,923.20
Total	\$93,693.20	\$0.00	\$215,510.00	\$0.00	\$309,203.20
Total Project Value:					\$309,203.20

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 30.30%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 69.70%
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
Carson RD Rec Staff	\$502.00	10.00		\$5,020.00
Carson RD Trails Manager	\$204.00	75.00		\$15,300.00
Carson RD Trails Employee	\$188.00	75.00		\$14,100.00
Carson RD Trails Employee	\$188.00	75.00		\$14,100.00
Carson Dev/Disp Employee	\$340.00	75.00		\$25,500.00

Non-Standard Calculation

Total Salaries/Labor	\$74,020.00
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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
FS Fleet	1.00	\$40.00	75.00		\$3,000.00
FS Fleet	1.00	\$40.00	75.00		\$3,000.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$6,000.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total
Toilet Paper	10.00	\$75.00		\$750.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$750.00
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
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
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Subtotal Direct Costs	\$80,770.00
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Forest Service Overhead Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
16.00%	\$80,770.00		\$12,923.20
Total FS Overhead Costs			\$12,923.20

TOTAL COST	\$93,693.20
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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
Seasonal Ranger Staff	\$17.75	3120.00		\$55,380.00
Park Ranger (Mt. Rose)	\$40.00	1560.00		\$62,400.00
Trail Coordinator	\$50.00	500.00		\$25,000.00
Natural Resource Field Tech	\$25.00	500.00		\$12,500.00
Seasonal Ranger Staff (Truckee River)	\$17.75	520.00		\$9,230.00
Park Ranger (Truckee River)	\$40.00	520.00		\$20,800.00
Maintenance Staff (South District)	\$25.00	960.00		\$24,000.00

Non-Standard Calculation

Total Salaries/Labor	\$209,310.00
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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
Paper products		1.00	\$3,700.00	\$3,700.00
Trash liners		1.00	\$1,300.00	\$1,300.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials				\$5,000.00
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Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

				\$0.00
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Total Printing				\$0.00
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Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
Vault toilet pumping		1.00	\$1,200.00	\$1,200.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other				\$1,200.00
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Subtotal Direct Costs	\$215,510.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$215,510.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$215,510.00
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SCOPE OF WORK

1. Elements of a Scope of Work

- Detailed description of the project and agreed-to activities between the Forest Service and Cooperator(s).
- A map and/or a description of the project area, if applicable.
- Desired outcomes and deliverables.
- Any necessary forest restrictions or closure dates to allow the cooperator to implement and complete the project(s) within the specified timeframes.
- Any necessary programmatic direction to the cooperator to ensure compliance with appropriate laws and regulations to fulfill the terms of the agreement.
- Any additional reporting requirements.
- Timeline for the project's start and end date, along with milestone projections.

2. Project Purpose, Objectives, Outcomes, and Deliverables

Describe the purpose and objectives for the project, including outcomes/deliverables, and benefits and interests of the parties, etc.

1. The purpose of this agreement is to document the cooperation between the parties to perform oversight and maintenance on multiple trailheads and trails, in Washoe County, located on the Carson Ranger District, Humboldt-Toiyabe National Forest. The trailhead and trail maintenance work will result in regular oversight, therefore reducing the potential for deferred maintenance. In addition, the work would improve visitor access and experience at trailheads and repair damage to trails from use and erosion. Performing work on trails would also allow for monitoring of installed directional signage, which helps guide users on the trails, prompting the need for signs to be maintained or replaced.

The trailheads and trails under this project are proposed for "light" oversight and maintenance, which all have a high recreational value and are heavily utilized by users. Properly maintained trails also improve health and safety for the recreating public by having proper tread and removing dangerous logs and trees that pose safety hazards.

3. Project Specifications

Describe project boundaries, plans, and specifications in detail, type of work, type of treatments, areas of treatment/work, NEPA status, restoration type, permits needed, material specifications, description of crew type/members, other provisions, etc.

- Michael D. Thompson (Hunter Creek, Whites, and Thomas Creek Canyon trailheads; garbage and litter management, signing of bulletin boards and kiosks, sign replacement, cleaning and pumping vault toilets, noxious weed management.

- Sierra Front Trail from Thomas Creek Canyon Trailhead to Ballardini Trailhead
- Sierra Front Trail from Michael D. Thompson Trailhead to Thomas Creek Canyon Trailhead.
- Hunter Creek to Steamboat Connector; Hunter Creek Trail; Lower Whites Creek; Lower Thomas Creek Trail; Carcione-Canepa Trails; Whites Creek Trail; Thomas Creek Trail; Galena Park Trails (Bitterbrush, Interpretive, Galena Park)
- As additional trails and trailheads are constructed on National Forest System lands by Washoe County, management of the infrastructure will be included under this agreement.

For invasive species treatments, individualized project specific prescriptions will be co-developed between Washoe County and U.S. Forest Service to achieve site specific objectives and species to treat.

Common specifications for invasive species treatments for all methods:

- Treatments will be mapped as polygons and GIS data will be given to the U.S. Forest Service.
- Treatment forms will be completed and provided to the U.S. Forest Service by Washoe County or their contractor.

Chemical Applications:

- Washoe County or their contractor will only use HTNF approved herbicides.
- To ensure the proper use of herbicides, it is U.S Forest Service policy to review and approve all proposals for the use and application of herbicides on NFS lands. Washoe County and their contractor must properly prepare, submit, and adhere to a Pesticide-Use Proposal (PUP) (FS-2100-02).
- Washoe County or their contractor will perform all work in accordance with state and federal regulations, and herbicide labels.
- Washoe County will utilize Nevada Certified applicators.

4. Cooperator Responsibilities

Enumerate items or activities that are the responsibility of the Cooperator. This should include a detailed breakdown of what they are providing for personnel, materials/supplies/equipment, oversight requirements, inspection requirements, roles and responsibilities, interim deadlines, etc. (These items generally have a cost or value that correlates to the Financial Plan.)

Work in accordance with the Washoe County Non-Funded Challenge Cost Agreement.

5. Forest Service Responsibilities

Enumerate items or activities that are the responsibility of the Forest Service. This should include a detailed breakdown of what they are providing for personnel, materials/supplies/equipment, oversight requirements, inspection requirements, roles and responsibilities, interim deadlines, etc. (These items generally have a cost or value that correlates to the Financial Plan.)

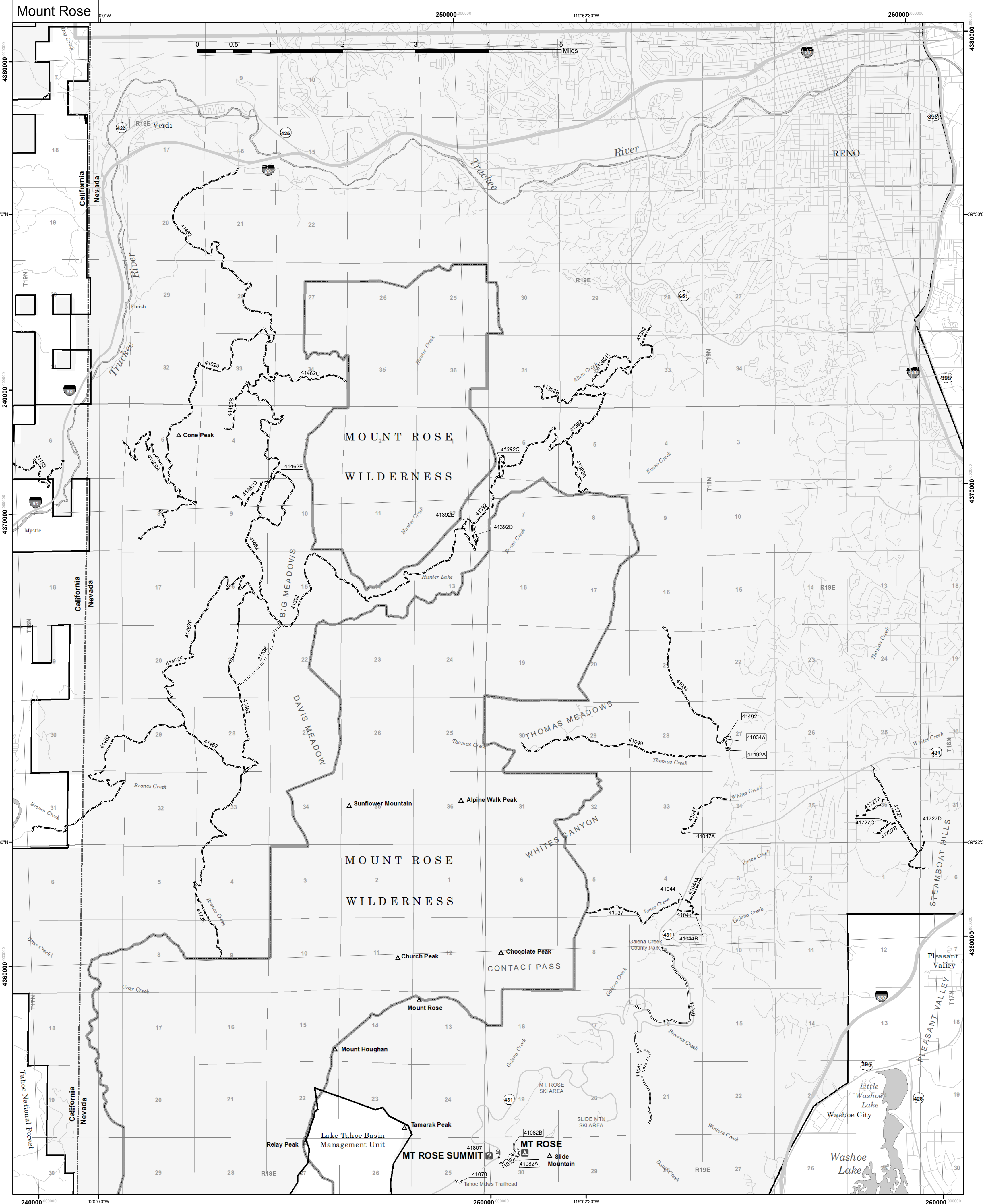
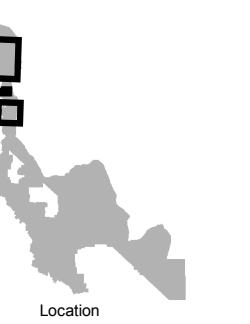
Work in accordance with the Washoe County Non-Funded Challenge Cost Agreement.

6. Timeline & Milestones

Develop clearly defined milestones or deliverables and assign start and end dates to each within the overall timeline for the project. This should include NEPA, permits, planning/design, contracting, ground and field work, project activities, inspections, etc.

Overall Project Timeline	Start Date	End Date
Throughout the life of the agreement	May 2024	May 15, 2029

Carson Ranger District



Designations for Short Routes		
Route #	Route Designation	Length (ft)
41492	Road open to highway legal vehicles only, Yearlong	211
41492A	Road open to all Vehicles, Yearlong	584
41034A	Road open to all Vehicles, Yearlong	555
41084	Road open to highway legal vehicles only, Yearlong	770
41710C	Road open to all Vehicles, Yearlong	385
41727	Road open to all Vehicles, Yearlong	356
41213	Road open to all Vehicles, Yearlong	573
41721A	Road open to all Vehicles, Yearlong	220
41446	Road open to highway legal vehicles only, Yearlong	424
41710D	Road open to all Vehicles, Yearlong	650
41082B	Road open to highway legal vehicles only, Yearlong	540
41044B	Road open to all Vehicles, Yearlong	417
41727C	Road open to all Vehicles, Yearlong	494
41718C	Road open to all Vehicles, Seasonal	410
41717B	Road open to all Vehicles, Yearlong	655
41714A	Road open to all Vehicles, Yearlong	559
41082A	Road open to highway legal vehicles only, Yearlong	604
21309	Trail open to vehicles 50' or less	657

Seasonal Designations for Routes				
Route Number	Legend	Dates Allowed	Beginning Milepost	Ending Milepost
41446	Roads open to highway legal vehicles only, Seasonal	4/1 to 11/14	0.87	1.38
41720	Roads open to highway legal vehicles only, Seasonal	4/1 to 11/14	0	2.05
41717	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	1.56
41718	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	2.8
41721	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	2.79
41717D	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.18
41717E	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	1.2
41718A	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.24
41718B	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.14
41718C	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.08
41718D	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.49
41718E	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.56
41721B	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	1.45
41721C	Roads open to all Vehicles, Seasonal	4/1 to 11/14	0	0.38
41036	Roads open to all Vehicles, Seasonal	06/01-11/15	2.63	4.94
41230	Roads open to all Vehicles, Seasonal	06/01-11/15	0	1.2
41036A	Roads open to all Vehicles, Seasonal	06/01-11/15	0.4	0.6

