



**STATE OF NEVADA
Off-Highway Vehicles Program**

901 South Stewart Street, Suite 1003
Carson City, Nevada 89701
Telephone (775) 684-2794
Facsimile (775) 684-2715
OHV.NV.GOV



**NEVADA OFF-HIGHWAY VEHICLES PROGRAM
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

2021 GRANT APPLICATION
(REQUEST FOR GRANT APPLICATIONS, APPENDIX A)

**APPLICATIONS DUE
November 16, 2020, 8:00 AM, PST**

Please mail early; Applications postmarked prior to 8:00 am on November 16, 2020, but not received prior to that time are untimely and will not be considered.

SUBMIT: ONE FULL COLOR COPY, DOUBLE SIDED
BY MAIL OR HAND DELIVERY
(8.5" X 11" ONLY. MAPS MAY BE 11"X17" NO LARGER)

AND

ONE SINGLE ELECTRONIC FILE; PDF VIA EMAIL NNarkhede@ohv.nv.gov
OR MEMORY DEVICE ENCLOSED WITH APPLICATION

TO: NEVADA DEPT. OF CONSERVATION AND NATURAL RESOURCES
OFF-HIGHWAY VEHICLES PROGRAM
ATTN: NIKHIL NARKHEDE
901 S. STEWART STREET, SUITE 1001
CARSON CITY, NV 89701

DO NOT ATTACH ITEMS THAT ARE NOT REQUIRED.

DO NOT INCLUDE THIS PAGE WITH YOUR SUBMITTAL

For questions please contact:

Nikhil Narkhede

Program Manager

(775) 684-2794

NNarkhede@ohv.nv.gov

NEVADA OFF-HIGHWAY VEHICLES PROGRAM
2021 GRANT APPLICATION
Nevada Commission on Off-Highway Vehicles
Nevada Department of Conservation and Natural Resources

This application has FIVE sections which are all REQUIRED to be filled out in full.
To avoid disqualification, all application areas must be concise and complete; certifications must be signed and dated. Denied applications: correspondence will be sent to applicant by email describing the reason for declaring the application incomplete.

SECTION I - PROJECT AND APPLICANT INFORMATION

1. Project Name: _____
2. Project Dates: *Expected Start:* _____ *Expected Completion:* _____
3. Applicant Name: _____
Mailing address: _____

Phone: _____
Email: _____

4. Classification of Applicant: *(check one)*

- ☐ Federal ☐ State ☐ County ☐ Local/Municipal ☐ Other: _____
☐ Partnership ☐ Non-profit ☐ for Profit ☐ Individual

If the applicant is a corporate or legal entity, proof of good standing in the entity's state of incorporation is required. NAC 490.1345 (Note: grantees must have the capacity to implement and accomplish proposed project and properly administer awarded funds).



Applicant Signature
(Chairperson/President/Authorized Official)

Date

5. Project Manager: _____

Mailing address: _____

Phone: _____

Email: _____

6. Classification of Land Control: *(check all that apply)*

☐ Federally managed public land ☐ Private Land ☐ County ☐ City

☐ Other: _____

☐ Lease; Attach copy of lease with expiration date.

☐ R&PP; Attach copy of lease with expiration date.

If the proposed project is to be carried out on public land, attach any applicable written agreement with any government entity having jurisdiction over that land, including permits, leases, easements, and rights-of-way. NAC 490.135

7. Landowner: _____

Mailing address: _____

Phone: _____

Email: _____

8. THE LANDOWNER MUST PROVIDE A LETTER STATING THAT:

(See example Appendix B)

- a) Landowner has read the Request for Grant Application package.
- b) Landowner agrees with the application and the terms of the grant.
- c) Landowner holds an interest in the subject land that is sufficient in scope and authority to allow the applicant to complete the proposed project and operate and maintain the proposed project after its completion.
- d) Landowner is legally committing to maintain the trail/facility and will allow public motorized access to such trail/facilities for 25 years or the normal life of the project; and
- e) Landowner agrees to provide any match or other tasks in the application that are assigned to Landowner.

The State may require the landowner/agency to be co-grantee on the grant agreement/contract.

9. Project Costs: (Please do not submit match not directly related to the project)

State OHV Grant Request: _____

Other Funds: _____

Total Project Amount _____ 100%

What are the sources or Partners for your leveraged (other) funds?

☐ Federal ☐ Private ☐ In-kind ☐ City/County ☐ Other

Type here:

Please describe additional funding source(s):

10. LETTERS OF SUPPORT FROM PARTNERS are required:

- a) Confirming they agree to the terms of the grant; and
- b) That they are committed to providing match/cash or other tasks in the application that are assigned to them.

Other letters of support are limited to three (3). Please attach them to the application.

11. Project Type(s) (NRS 490.069 Sec.2c) check all that apply:

- ☐ Studies or planning for trails and facilities;
 - ☐ Environmental Assessments and Environmental Impact Studies.
 - ☐ Other studies _____
- ☐ Acquisition of land for trails and facilities
- ☒ Mapping and signing of trails and facilities
- ☐ Reconstruction, enhancement or maintenance of existing trails and facilities
- ☐ Construction of new trails and facilities
- ☐ Restoration of areas that have been damaged by the use of off-highway vehicles.
- ☐ The construction of trail features, trailheads, parking, or other ancillary facilities which minimize impacts to environmentally sensitive areas or important wildlife habitat areas.
- ☐ Safety training and education related to the use of off highway vehicles and registration
- ☐ Compliance and enforcement (See Appendix C, Enforcement Strategy example)

Note: Operations & management, and purchase or lease of equipment associated directly with a project are eligible.

12. All Trail USERS: *(check all that apply)*

- ☐ Mountain Biking ☐ Hiking/Backpacking ☐ Equestrian ☐ Single track motorcycle
☐ Snowmobiling ☐ Snowshoe/ski ☐ ATV quads ☐ Dune buggy
☐ UTV Side by side ☐ Race Course ☐ Skills riding course

Please explain how you intend to manage user interactions:

13. **Scope of Work:** Please describe *exactly* what work will be completed. Programs, planning, NEPA, surveys, mapping, include miles of trail, trail type and other quantitative goals including a timeline for completing the work. NAC 490.1375. If purchase of equipment is included, please explain where/how it will be housed and maintained. (In order to avoid duplication, **do not include** justification or narrative in this section; refer to Section V, Scoring Narrative).

Type here:

14. Standards/Guidelines that will be applied to your project:

- ☐ Universal Access to Outdoor Recreation - A Design Guide
- ☐ USFS Standard Specifications for Construction & Maintenance of Trails
- ☐ BLM Handbook 9114-1 Trails
- ☐ NOHVCC Handbooks

Other: _____

15. Has the applicant received funding from the OHV Program in the past?

- ☐ **No** ☐ Yes

Number of projects funded: _____

Amount of funding Received: \$_____

Number of projects Completed: _____

SECTION II – LOCATION, MAPS, PHOTOS

Project Location:

County: _____

Nearest Municipality/Town/City: _____

Center of project: Latitude: _____ Longitude: _____\

If the shape-files for the trail system are available, please submit them in the e-file. The shape-files of the trail will be required at project end. Program will assist in the collection of the data if needed.

**MAPS ARE A VERY IMPORTANT PART OF THE APPLICATION. THEY ARE REQUIRED AND CONSIDERED PART OF THE FINAL AGREEMENT IF FUNDED.
PLEASE PROVIDE READABLE, PROFICIENT MAPS.**

Required Maps: for all maps please include a legend, north arrow, scale, and map name.

Topographic maps preferred. You may include *additional* aerial/google maps.

- ☐ General location map (showing project area within the state or county)
- ☐ Topographic map (7.5 minute series quadrangle, 1:24,000 scale) with project boundary and map name Township:_____ Range:_____ Sections_____
- ☐ Detail map indicating specific project elements (e.g., structures, trail alignment)
 - Maps larger than 11x17 will not be accepted

Please attach the following photographs:

- ☐ *At least two (2) overviews of the project area from different angles and distances. (Good photographs at trail level and google aeriels help the scoring committee to understand the location, depth and breadth of your project.)*

SECTION III - Federal Lands or Other

Federal Environmental Compliance

A. If Federal funds or Land are a part of the project and NEPA was completed, indicate which document was produced, and **please attach the decision document to this application:**

- ☐ Record of Decision (ROD)
- ☐ Finding of No Significant Impact (FONSI)
- ☐ Categorical Exclusion (CX)
- ☐ SHPO 106 compliance/concurrence letter.
- ☐ Other compliance documents already completed. (do not attached the EA or EIS)
- ☐ Not applicable

If NEPA or planning is a part of the project describe the steps in the Scope Section I, #13.

SECTION IV - BUDGET

Proposed Budget: Provide your budget details to include at a minimum the items in the following table. You may create your own spreadsheet.

- Your budget must align clearly with your scope of work from #13. Be specific, as your application will rate higher.
- Reminder: Include all sources of funds for the completion of the project including federal, in-kind, private/city/county and state funds.
- ***It is recommended that you attach copies of estimates to support your budget, and identify what each contract will include.***

EXAMPLE

Item Description	Item Description	NV OHV Funds	Federal Funds	Other Funds	Total Cost
Contracts: Environmental Studies					
Contracts: planning, design, engineering construction					
Direct labor costs: Salaries, including fringe, actual costs					
Volunteer or donated labor/in-kind # Hrs.					
Purchase or rental of equipment - Specify type of equipment – cost- # of days. <i>Attach estimate or quote.</i>					
Purchase of Materials, Items & cost or group of items.					
Travel Costs, Per -diem					
Vehicle gas and maintenance estimate					
Other: be specific					
Totals					
Percentages					

SECTION V – PRIORITIES AND SCORING NARRATIVE

THE SCORING PRIORITIES ARE LISTED IN ORDER OF PRIORITY.

Address the following Ten (10) criteria in the order listed below.

- **Please tell us how your project/program meets each criteria.**
- **Be specific and concise with your answers.**
- **Please submit no more than five (5) double-sided pages for your Narrative.**
- **If attached additional pages, ensure the question being answered is referenced.** *(If not applicable, answer N/A.)*

1. Law Enforcement- *Describe your strategy that addresses registration enforcement, including Public Education & Outreach aimed at increasing OHV safety. Include past quantitative data for OHV Citations issued, safety courses, and registration events.*

2. Planning, Environmental Studies, Conservation - *Describe how project planning and environmental studies will mitigate resources impacted by OHV recreation. How will the project contribute to conservation of our Natural Resources?*

4. Enhancement or Maintenance Existing Trails and Facilities - *Describe the maintenance intervals for your project. How will maintenance needs be prioritized and how often will the project site host a cleanup or maintenance day? How will your project be maintained and who has committed to the ongoing maintenance of the facility or trail? *A minimum of 2 maintenance events are required per year**

5. Connectivity/loops - *How does this project increase connectivity between trail centers, facilities, and local amenities? Does your project link to other OHV projects?*

6. Access - *Describe how your project protects or Improves OHV access to recreation areas. How will access be restricted if this project does not occur?*

7. Trail Mapping -- *If there is a mapping component in the grant, how will it work with the mapping application found at <https://ohv.nv.gov/trails>*

8. Partnerships & Matching Funds - *Describe the partnerships in place to make this project occur. What other funding sources support this project? Are all stakeholders on board to complete the project as described?*

9. Economic Integration - *How does your project help local, regional, or state economies grow? What is the economic impact of your project?*

10. Demand for New Facilities - *Provide a justification for constructing NEW Facilities*

Physical OHV Map for Spring Mountains National Recreation Area

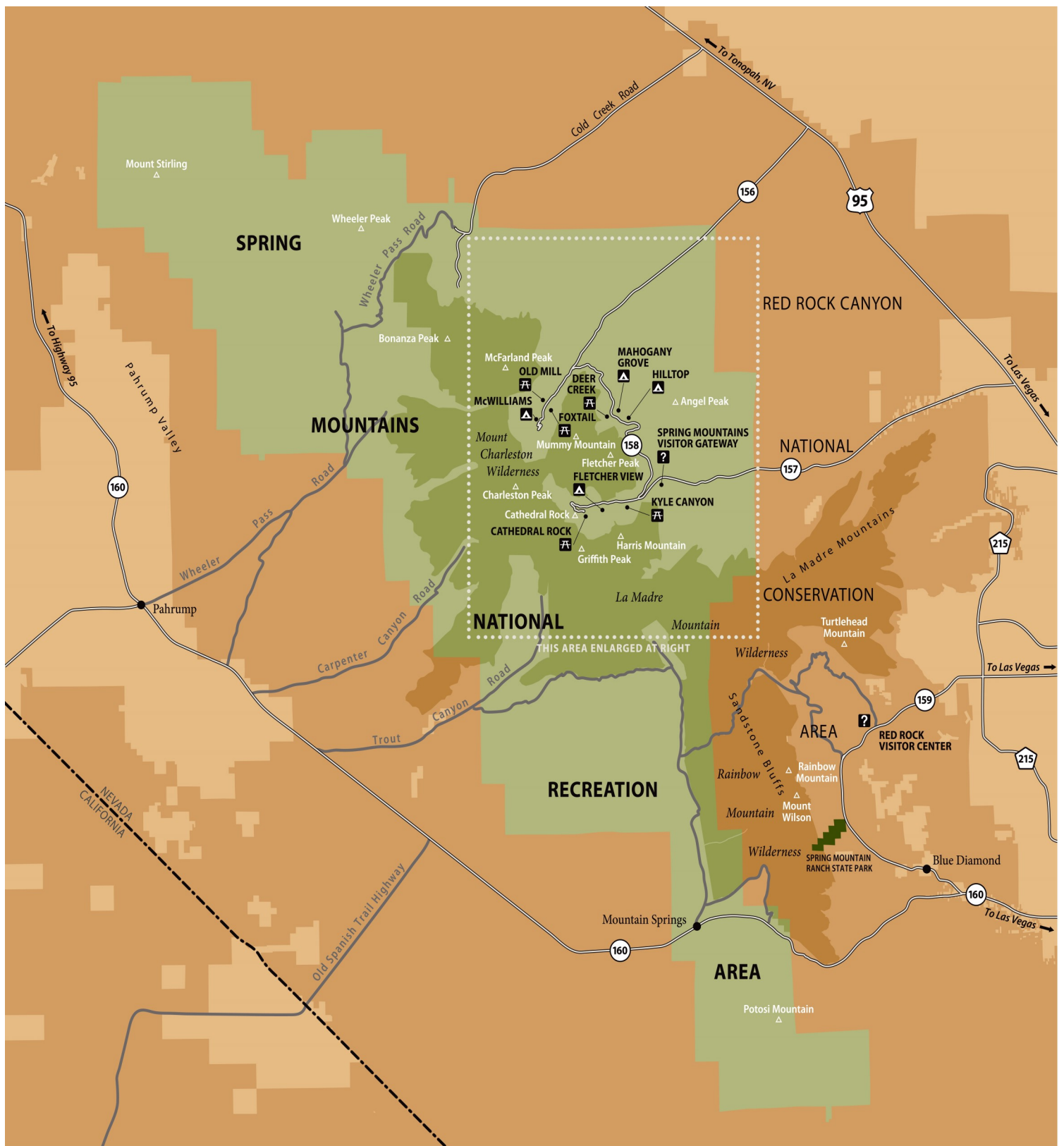
The Spring Mountains National Recreation Area is seeing significant increases in visitation (now over 1 million per year), including more people exploring the area via its OHV roads and trails. The Nevada Off-Highway Vehicle Program's OHV Trail Map online service is an excellent resource for off-road users referencing OHV tracks digitally. And although most data can be downloaded and integrated with other digital tools, not everyone relies on digital maps data to safely navigate backcountry roads and trails. Also, we've received feedback from some OHV enthusiasts that although they know about some of the OHV trails they can drive in the Spring Mountains it's remains unclear what routes they can take to get to those trails. The nature of how trail data is organized separates the access roads from the OHV trails themselves.

Southern Nevada Conservancy is examining combining resources from the OHV Trails database with supplementary information from USDA Forest Service and our archives to produce and publish a physical paper map focusing on the Spring Mountain's OHV trails and trail information. The map will have a wide enough scope to highlight access roads off major highways and include supplementary information on off-road safety and responsible recreation principals such as Tread Lightly and Pack-it-In/Pack-It-Out material.

SNC sees the physical map as a complimentary resource that works alongside the digital OHV Trails website. Two aspects of digital map use to lend themselves to considering having a physical copy available are the availability of an internet connect in the backcountry and the availability of power to reference maps using electronic devices. There are significant portions of Spring Mountains NRA are outside mobile signal range, and referencing online maps becomes near impossible unless data is available locally for offline use. Also, as an exploration day wears on device power declines with use with the possibility that devices will run out of power if a charge is not maintained by users. Many federal land management agencies and recreation groups, including the classic 10 Essentials list, promote having a map reference available that does not depend on battery power to be useful. Making a physical OHV map available for users to keep handy as a backup while exploring Nevada's backcountry builds in an extra measure of security, helping ensure off-road enthusiasts stay on official roads and avoid detours into rehabilitation areas or trails not managed for OHV recreation.

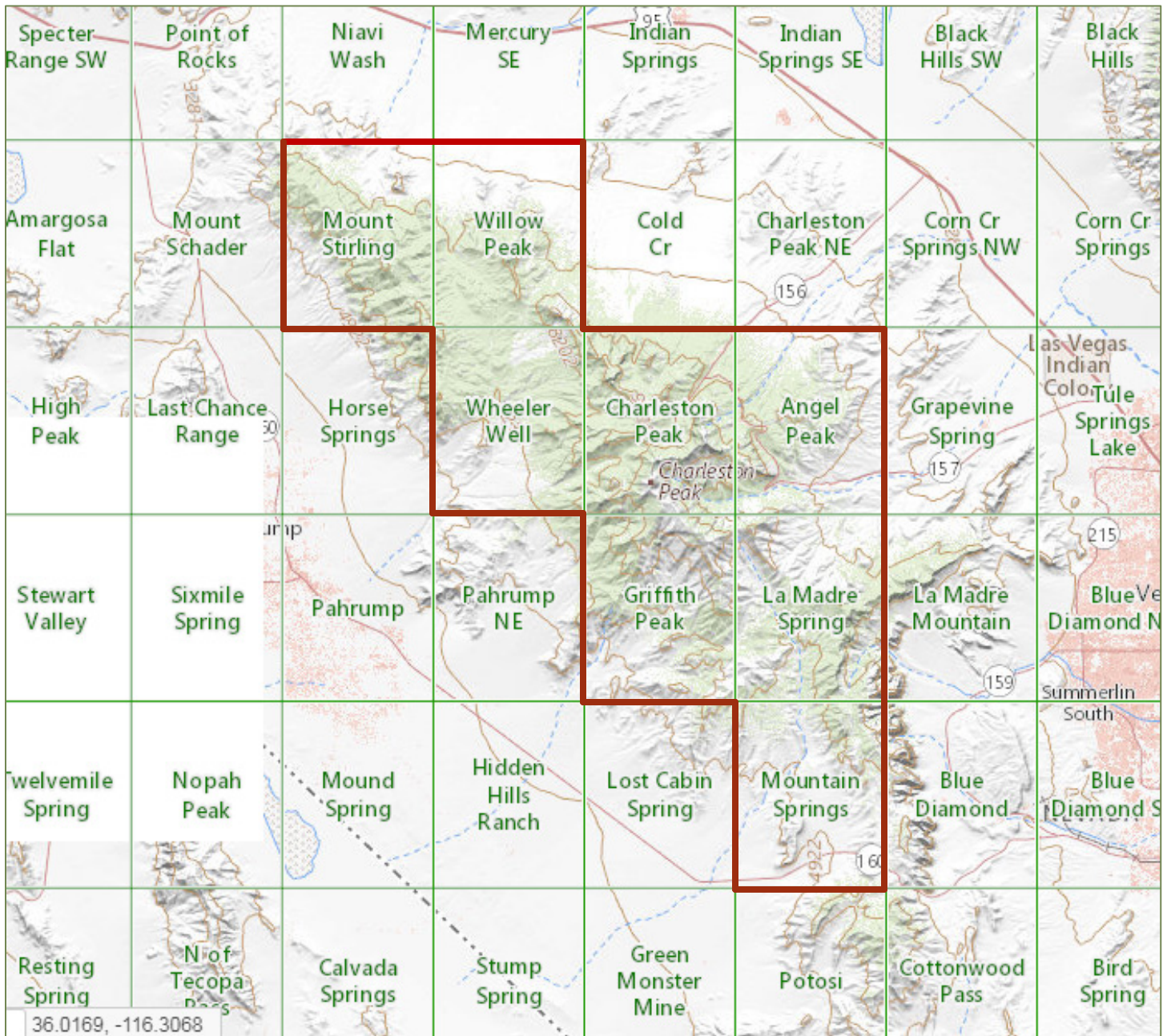
SNC Interpreting Southern Nevada Project Budget 2021

Program Item	# of Units	Unit Type	Unit Cost	Unit Subtotal	Grant	Non-federal Match	Match Percent
Project Manager	100	Hours	\$21.79	\$2,179.00	\$2,179.00	\$0.00	
Printing	500	Copies	\$9.53	\$4,764.00	\$4,764.00	\$0.00	
Administration	20	Hours	\$23.27	\$465.40	\$0.00	\$465.40	
Online Marketing	20	Hours	\$26.52	\$530.00	\$0.00	\$530.00	
TOTALS				\$7,938.40	\$6,943.00	\$995.40	13%



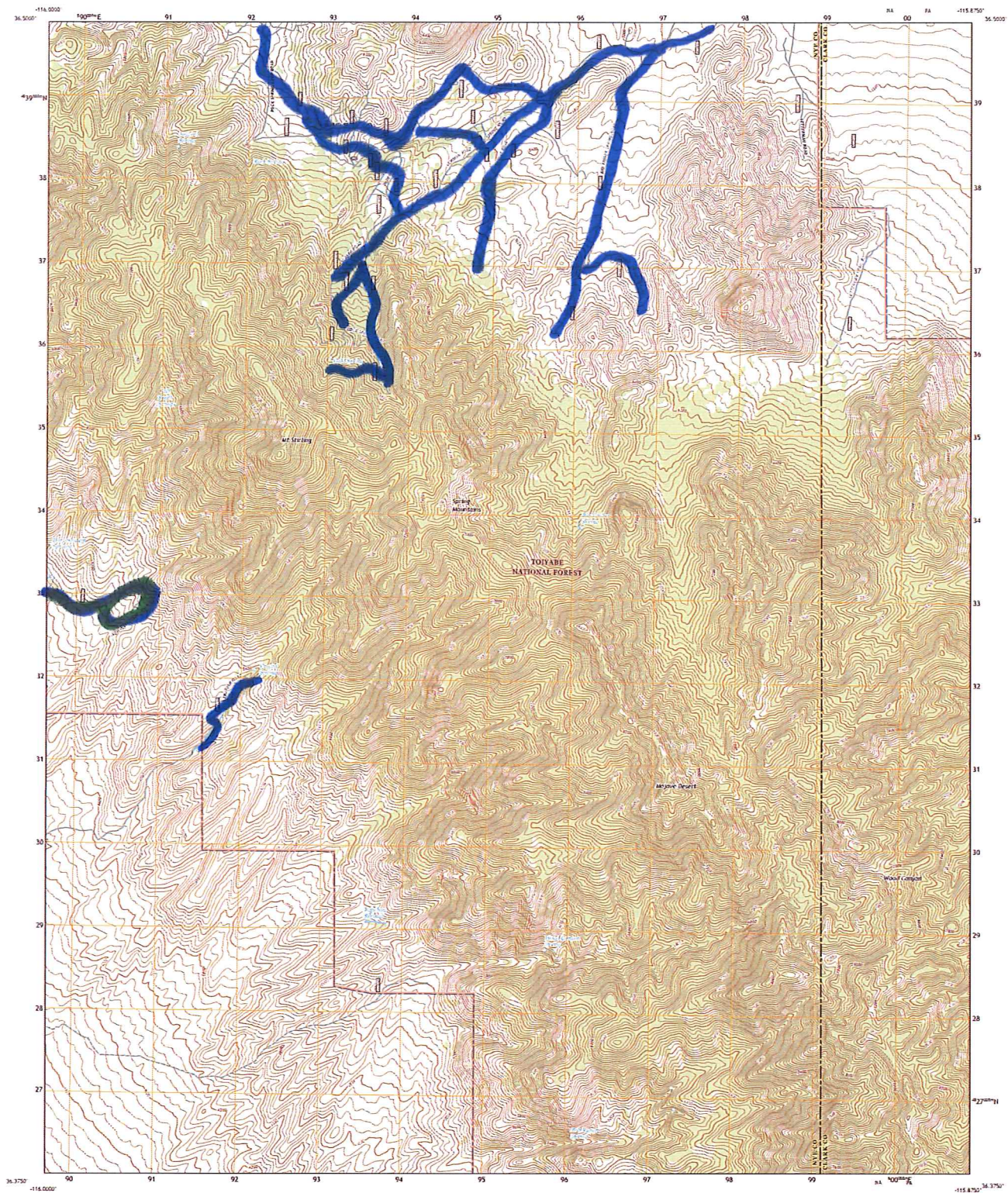
Spring Mountains National Recreation Area

Program Service Area
Spring Mountains National Recreation Area



In the following topo maps we've outlined the most popular routes volunteers will be monitoring

- Motorized Route
- Nonmotorized Route



Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 500-meter grid/Universal Transverse Mercator, Zone 11S
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.

Inquiry	NADP, May 2015 - September 2019
Basin	U.S. Census Bureau, 2018
Roads within US Forest Service Land	FPSRPG, 2017
	with limited Forest Service updates.
Homes	CMS, 1960 - 2011
Hydrography	National Hydrography Dataset, 2004 - 2011
Counties	National Demographic Dataset, 2009
Boundaries	Multiple sources; see metadata file
Public Land Survey System	BLM, 2018
Wetlands	FWS National Wetlands Inventory 1950 - 1986



UTM GRID AND 217 MAGNETIC NORTH
REGULATION OF CENTER OF MASS



TEXT

CONTOUR INTERVAL 40 FEET
NORTH AMERICAN VERTICAL DATUM OF 1908

This map was produced to conform with the National Geographic Program US Topo Product Standard, 2011. A metadata file associated with this product is draft version 0.6.0.



1	2	3
4		5
6	7	8

1 Point of Buck
 2 Main Wash
 3 Mercury SE
 4 Mount Schade
 5 Willow Peak
 6 Last Chance R.
 7 Horse Springs
 8 Silver Lake West

ROAD CLASSIFICATION

Expressway _____ Local Connector _____
 Secondary Hwy _____ Local Road _____
 Ramp _____ 4010 _____

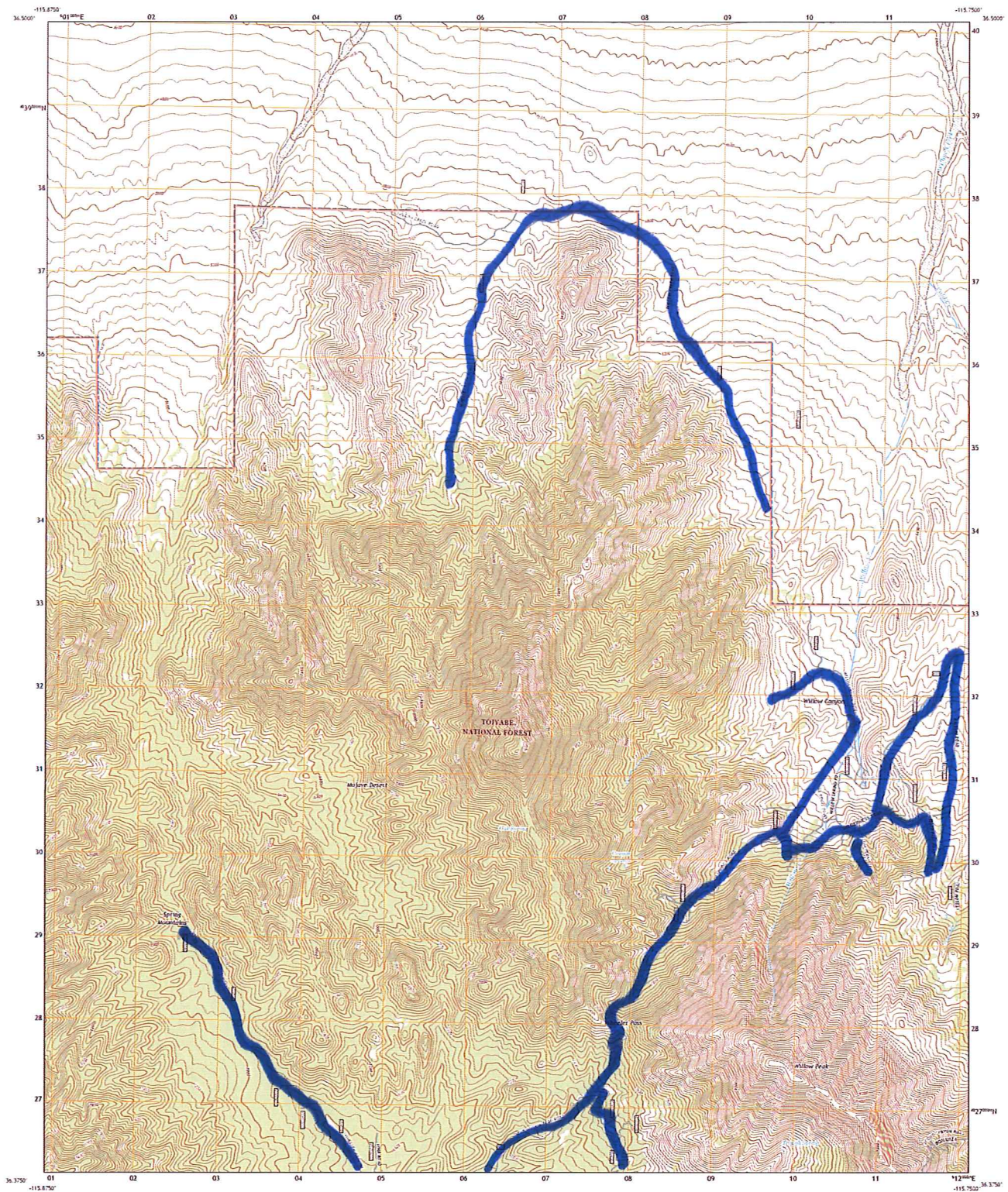
 Interstate Route  US Route  State Route
 FS Primary Route  FS Passenger Route  FS High Clearance Route

Check with local Forest Service unit for current travel conditions and restrictions.

MOUNT STIRLING, NV

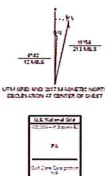
2018





Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and

000-meter grid (Universal Transverse Mercator, Zone 11S				
This map is not a legal document. Boundaries may be				
generated for this map. Private lands within government				
retention may not be shown. Obtain permission before				
entering private lands.				
Agency			Map, May 1951 - September	201
		U.S. Census Bureau		201
Acad: within U.S. Forest Service		Land	PSTO data	201
			with limited Forest Service updates	201
Home:				201
Hydrology:		National Hydrology Data Center	1960, 1962	201
Contour:		National Elevation Dataset	2000	200
				200
Boundaries:		Multiple sources	see metadata file	201
Land Survey System:				201
Map:		National Wetlands Inventory	1980 -	199



SCALE 1:24 000



CONT OUR INTERVAL 40 FEET




CONTOUR INTERVAL 40 FEET
 NORTH AMERICAN VERTICAL DATUM OF 1988
 This map was produced to conform with the
 National Geospatial Program US Topo Product Standard, 2013.
 A metadata file associated with this product is draft version 0.6.10






1	2	3
4		5
6	7	8

ROAD CLASSIFICATION

Expressway ————— Local Connector —————
 Secondary Hwy ————— Local Road —————
 Ramp ————— 400 —————

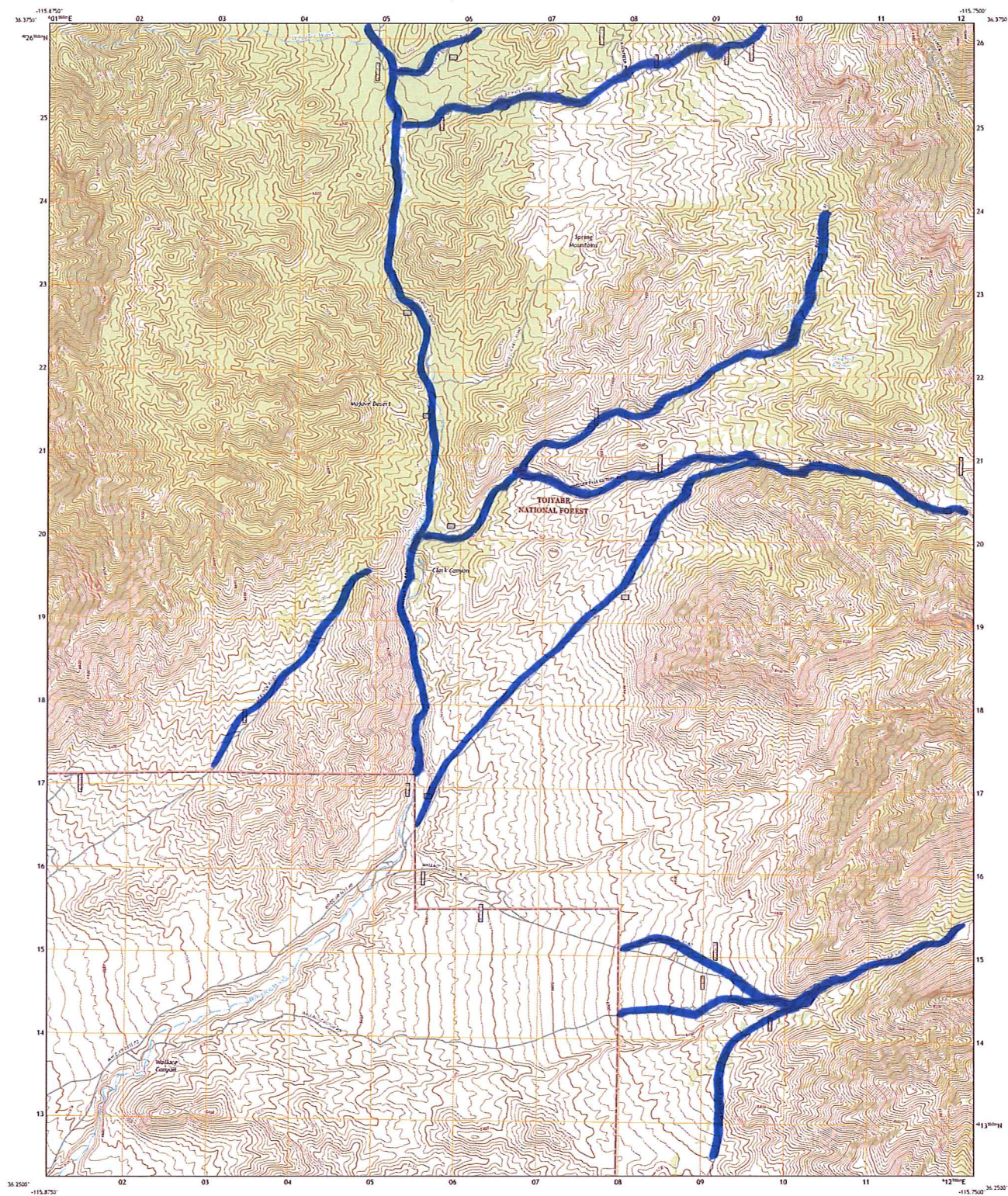
 Interstate Route  US Route  State Route

 PS Primary Route  PS Passenger Route  PS High Clearance Route

Check with local Forest Service unit for current trail conditions and restrictions.

WILLOW PEAK, NY





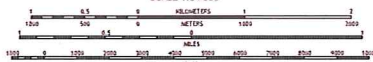
Produced by the United States Geological Survey

[illegible]

FIELD AND DIST MAGNETIC NORTH



SCALE 1:240



723

CONTOUR INTERVAL: 40 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18



1	2	3
4		5
6	7	8

1 Mount Sterling
 2 Willow Peak
 3 Cold Creek
 4 Horse Springs
 5 Charleston Peak
 6 Palmyra
 7 Palmyra NE
 8 Griffith Peak

6. **APPROXIMATE DATE OF BIRTH**

ROAD CLASSIFICATION

Expressway Local Connector
Secondary Hwy  Local Road 
Ramp 400
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route
 Interstate Route  US Route  State Route

Check with local Forest Service unit for current travel conditions and restrictions.

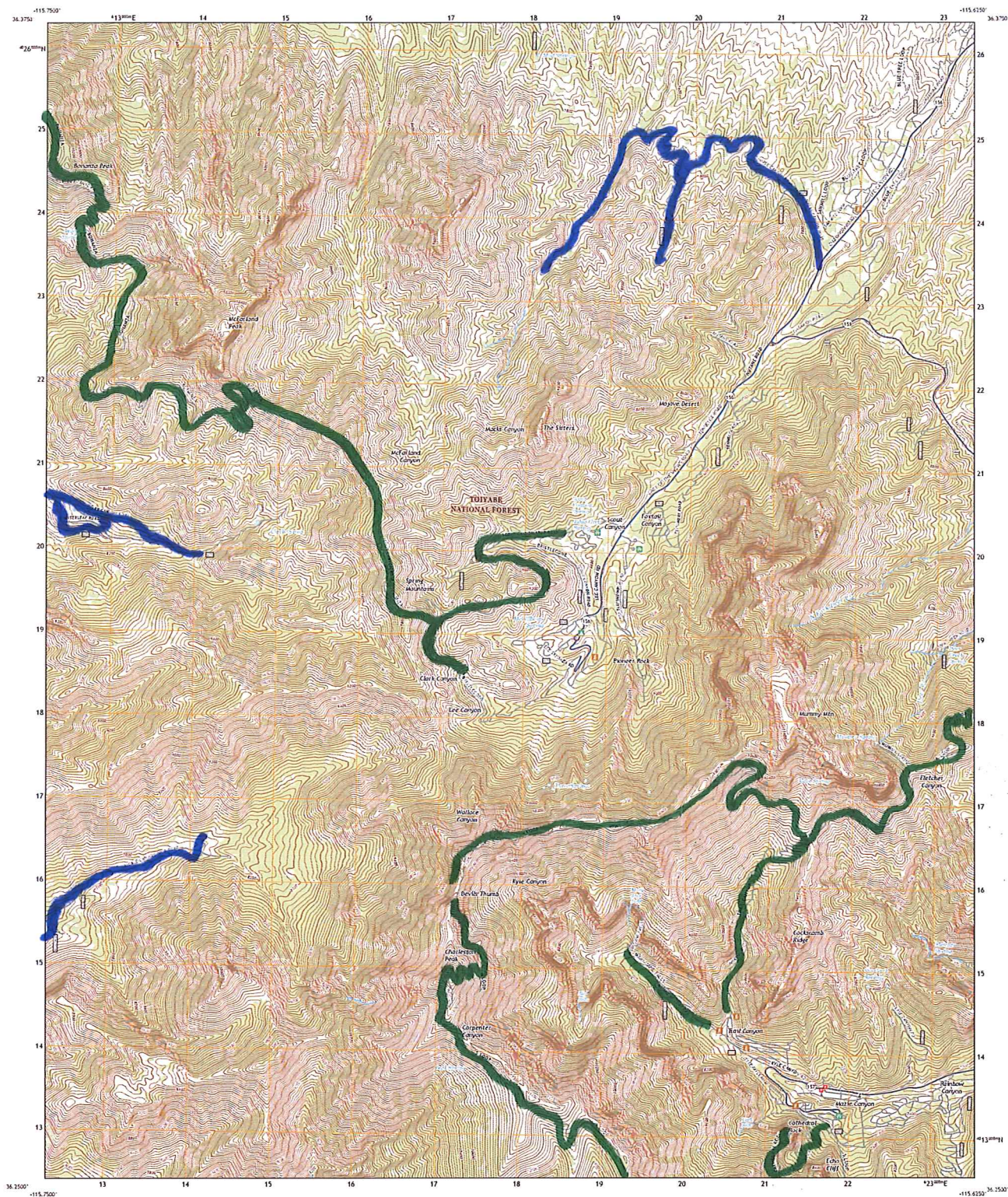
WHEELER WELL, NV
2018



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

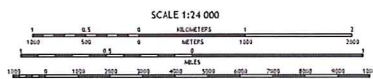


CHARLESTON PEAK QUADRANGLE
NEVADA - CLARK COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1:50,000 scale horizontal datum is used. Zone 11S
This map is not a legal document. Boundaries may be
generated for this map using the National Geospatial
Intelligence Agency (NGA) data. Do not use for navigation
purposes without proper training.

Images: Aerial, July 2015 - September 2015
Base: US Forest Service, 2014
Data: US Forest Service, 2014
Names: US Forest Service, 2014
Hydrology: National Hydrography Dataset, 2011
Contours: National Elevation Dataset, 2011
Boundaries: National Boundary Dataset, 2011
Public Land Survey System: BLM, 2011
Vegetation: National Wetlands Inventory, 1984 - 1994



CONTINUOUS DEGREE OF FEET
NORTH AMERICAN VERTICAL DATUM OF 1983
This map was produced to conform with the
National Geospatial Program of Topographic Data, 2011.
A metadata file associated with this product is available version 0.1.1



ROAD CLASSIFICATION
Expressway
Secondary Road
Interstate Route
US Route
PS Primary Road
PS Passenger Road
PS High Clearance Road
Local Connector
Local Road
Junction
Check with local Road Service unit
for current travel conditions and restrictions.

CHARLESTON PEAK, NV
2018

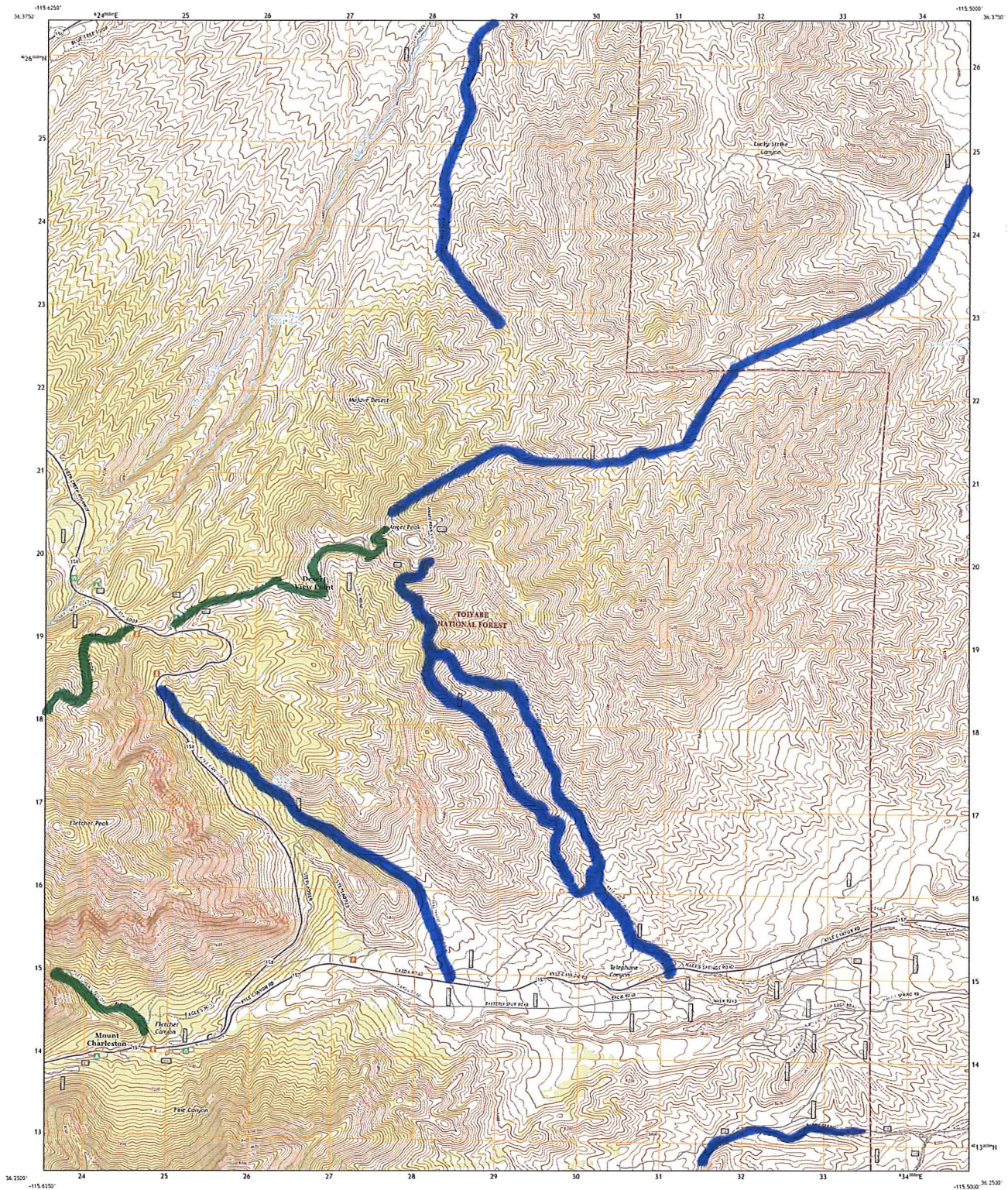




U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



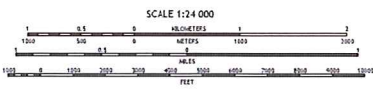
ANGEL PEAK QUADRANGLE
NEVADA - CLARK COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey

Natural Resource Data of 1992 (NDRD)
World Geodetic System of 1984 (WGS84) Projection and
1:250,000 scale horizontal datum. Horizontal datum: Zone 11S
This map is not a legal document. Boundaries may be
generated for this map scale. Please verify with government
agencies for legal purposes.

Inventory: NADP, May 2015 - September 2015
Revised: 2018
Produced by: U.S. Forest Service, Lead: PTP, Data: PTP
with United States Forest Service, 2018
Map: National Inventory of Wetlands, 2018
Comments: National Inventory of Wetlands, 2018
Boundaries: National Inventory of Wetlands, 2018
Public Land Survey System: BLM, 2018
Wetlands: FWS, National Wetlands Inventory, 1985 - 1986



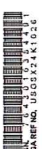
CONTOUR INTERVAL: 40 FEET
HORIZONTAL AND VERTICAL DATUM OF 1984
This map was produced to conform with the
National Geospatial Program US Topographic Standard, 2011.
Amendments associated with this product's data version 8.6.18



1	2	3
4	5	6
7	8	9

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Road	Local Road
Ramp	400
Interstate Route	US Route
PS Primary Route	PS Passenger Route
PS High	Clearance Route

ANGEL PEAK, NV
2018

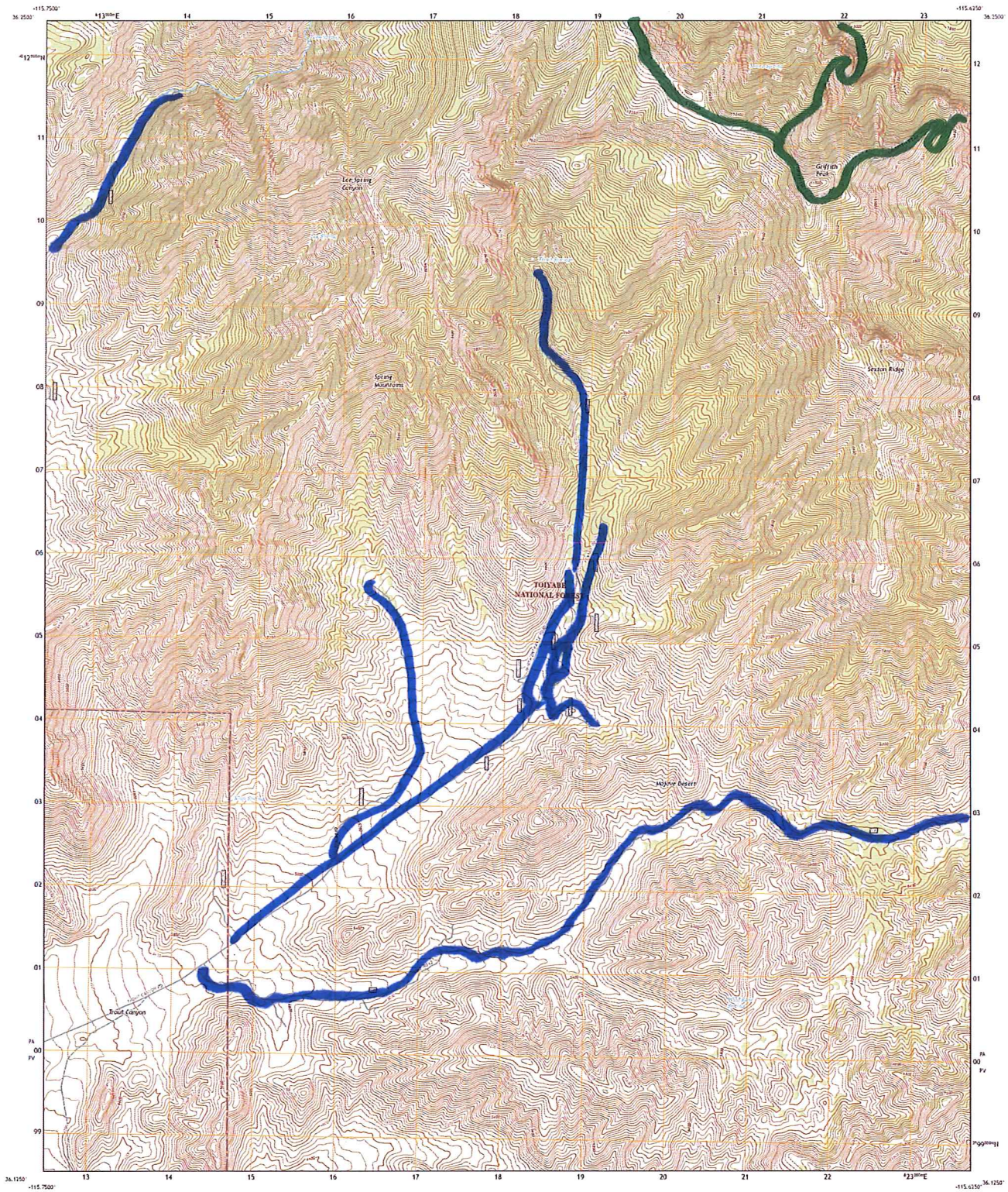




U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



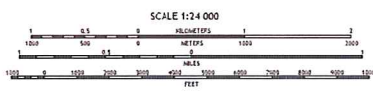
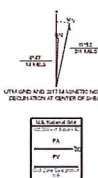
GRIFFITH PEAK QUADRANGLE
NEVADA - CLARK COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey

North arrow based on 1983 datum.
World Geodetic System of 1984 (WGS84) Projection and
1:250,000 scale of the National Geographic Survey Data 115
This map is not a legal document. Boundaries may be
generalized for this map scale. Please refer to the government
records for the official boundaries. Obtain permission before
making any other use.

Map Date: May 2015 - September 2015
Base: US Forest Service Land Data
with limited Forest Service updates, 2013
Hydrography: National Hydrography Dataset, 2011
Contours: National Geographic Survey Data, 1983
Public Land Survey System: BLM, 2014
Vegetation: Forest Inventory Inventory, 1983 - 1998



CONTINUOUS EQUAL-AREA
SCALE BASED ON NEPTUNUS DATUM OF 1983

This map was produced to conform with the
National Geographic Program US Topo Product Standard, 2011.
A revision to the standard with this product is shown version 0.6.18



1	2	3	4	5	6	7	8	9
10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Road	Local Road
Paved	Unpaved
Interstate Route	US Route
PS Primary Route	PS Passenger Route
State Route	PS High Passenger Route

Check with local Forest Service unit
for current travel conditions and restrictions.

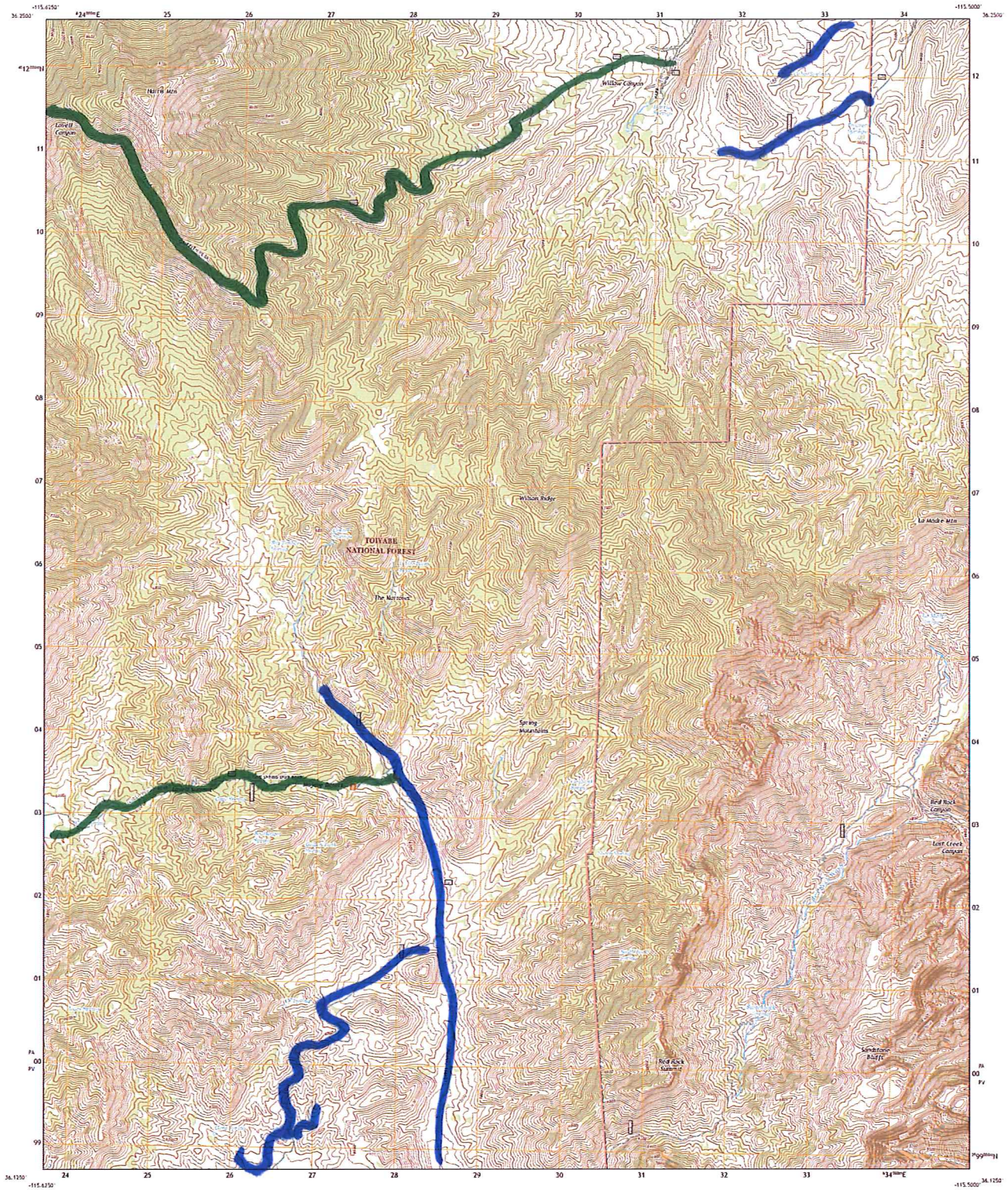
GRIFFITH PEAK, NV
2018



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



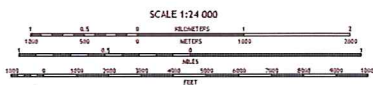
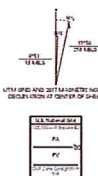
LA MADRE SPRING QUADRANGLE
NEVADA - CLARK COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1:250,000 scale of the National Geographic Survey Data
This map is not a legal document. Boundaries may be
generalized for this map scale. Please refer to official government
records for legal boundaries. Check boundaries before
entering private land.

Map Date: May 2013 - September 2013
Base: US Forest Service Data
Road: US Forest Service Data
Topography: National Topographic Survey, 1983
Contour: National Topographic Survey, 1983
Public Land Survey System: BLM, 2014
Vegetation: Forest Vegetation Inventory, 2000 - 2004



SCALE 1:24,000

CONTOUR INTERVAL 40 FEET

1:250,000 SCALE ON OFFICIAL SURVEY OF 1:250,000

This map was produced to conform with the
National Geographic Program US Topo Product Standard, 2011.
A disclaimer is associated with this product in both version 1.0.1.0



ROAD CLASSIFICATION

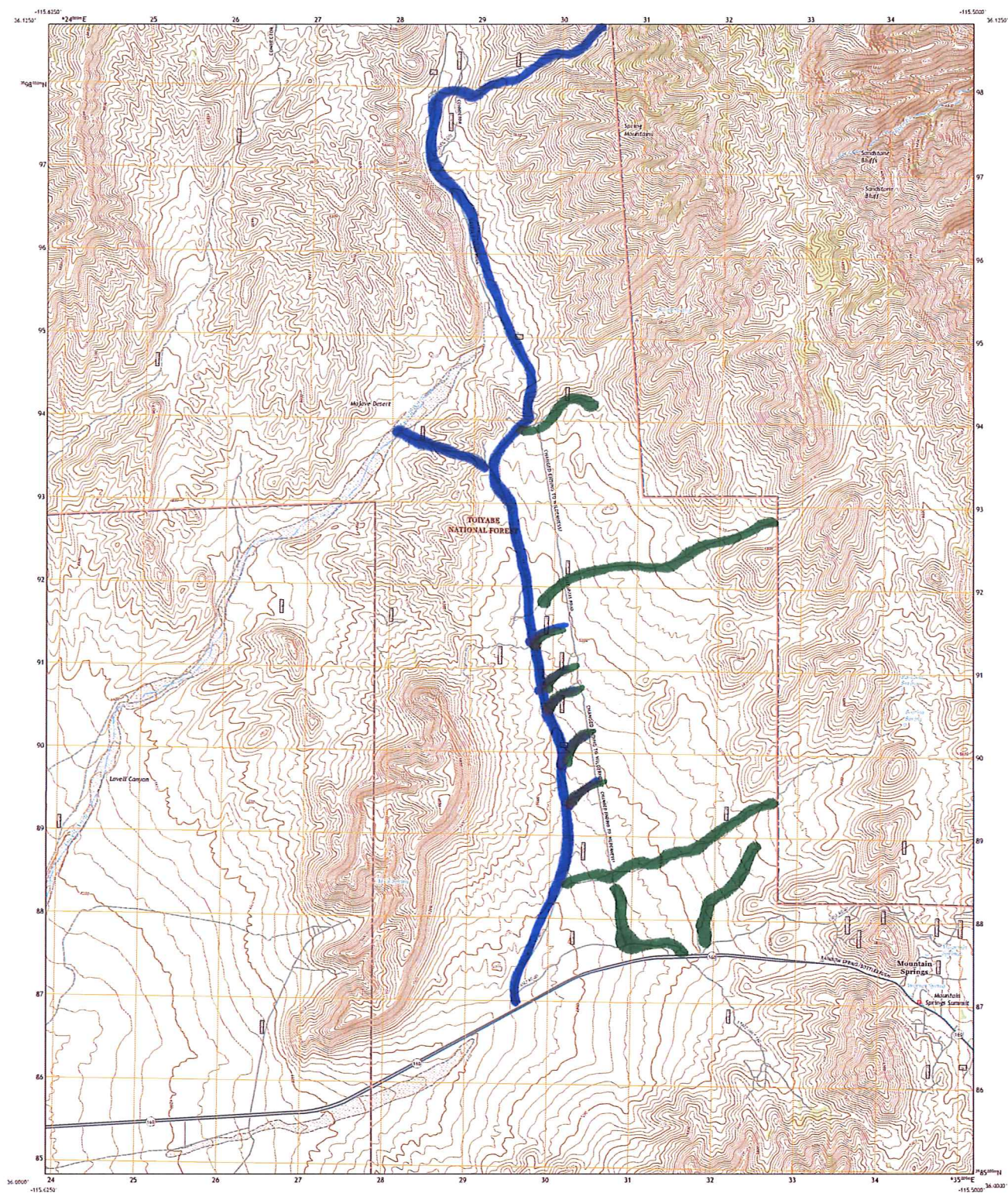
Expressway
Secondary Road
Paved
Interstate Route
US Route
State Route
PS Primary Road
PS Passenger Road
PS High Clearance Road

Check with local Forest Service with
for current travel conditions and restrictions.

LA MADRE SPRING, NV

2018





Produced by the United States Geological Survey

This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery	NAD, May 2015 - September 2015	2015
Rain	U.S. Census Bureau,	2014
Roads	within US Forest Service Lands with limited Forest Service updates	FTPO Data 2015
Rumors	CNN, 2010 - 2015	2015
Hydrography	National Hydrography Dataset, 2014 -	2015
Contours	National Elevation Dataset, 2011 -	2014
Population	multiple sources, see metadata	2014
Public Land Survey System	BLM, 2011 -	2014
Wetlands	FWS National Wetlands Inventory, 1980 -	1994



UTM GRID AND 257 M MAGNETIC NORTH



SCALE 1:24 000



FLEET

CONTOUR INTERVAL 40 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18







1	2	3
4		5
6	7	8

- 1 Greeting Peak
- 2 La Ma de la Spring
- 3 La Ma de la Mount
- 4 Lost Cabin Spring
- 5 Blue Diamond
- 6 Green Mountain
- 7 Potomac
- 8 Cottonwood Park

SALE PRICE \$249,900.00

ROAD CLASSIFICATION

Expressway Local Connector
Secondary Hwy Local Road
Ramp
 Interstate Route  US Route  State Route
 FS Primary Route  FS Passenger Route  FS High Clearance Route

Check with local Forest Service unit for current travel conditions and restrictions.

Check with local Forest Service unit
for current travel conditions and restrictions

MOUNTAIN SPRINGS, NY

2018



Spring Mountains National Recreation Area



Easy Moderate More Difficult Most Difficult

*All distances are one-way except trails marked "loop"

National Forest

National Forest Wilderness





FS Agreement No. 20-PA-11046000-019
Cooperator Agreement No. _____

**PARTICIPATING AGREEMENT
INTERPRETIVE SERVICES
Between The
SOUTHERN NEVADA CONSERVANCY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
R4 HUMBOLDT TOIYABE NF, SPRING MOUNTAINS NATIONAL RECREATION
AREA**

This PARTICIPATING AGREEMENT, is hereby made and entered into by and between the Southern Nevada Conservancy, hereinafter referred to as “Association” and the U.S. Department of Agriculture (USDA), Forest Service, Spring Mountains National Recreation Area hereinafter referred to as the “U.S. Forest Service,” under the provision of the Cooperative Funds and Deposits Act of 1978, Public Law 94-148 as amended, 16 U.S.C. 565a1.

Background: The Association has extensive experience operating the Spring Mountains National Recreation Area Visitor Center in Kyle Canyon. They have operated the facility since the formation of the organization in 2003.

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

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

- A. Develop, produce, publish, distribute, or sell educational and interpretive materials and products;
- B. Develop, conduct, or sell educational and interpretive programs and services;
- C. Construct, maintain, or improve facilities not under the jurisdiction, custody, or control of the General Services Administration (GSA), on or in the vicinity of National Forest System (NFS) lands for the sale or distribution of educational and interpretive materials, products, programs, and services;



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

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

Title: Spring Mountain National Recreation Area

I. PURPOSE

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

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

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

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



educational, historical, scientific, and other values of the National Forests. Association does this by assisting with educational and interpretive activities of the U.S. Forest Service.

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

III. THE Association SHALL:

- A. LEGAL AUTHORITY. Association shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. Association may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.

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

D. Sales Items

- 1. Association may sell interpretive and educational items, such as publications, maps, visual aids, handicrafts and other objects directly related to the interpretive and education theme of the Forest and U.S. Forest Service as well as health and



safety products, visitor convenience items or other similar items as outlined in the attached Operating Plan's Scope of Sales.

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

E. Programs

1. Programs shall be defined as personal (in-person direct communication with the public, i.e., amphitheater talk, educational program, guided hike, etc.) and non-personal (indirect communication through brochures, videos, books, digital apps, etc.).
2. Association shall outline their programming plans for the year in the Operating Plan in cooperation with the U.S. Forest Service. All programming shall be in line with the unit interpretive plan and be accessible.



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

F. Facilities

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

The U.S. Forest Service shall provide Association with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning (if



available), to the extent these utilities are required for the operation of the building for Governmental purposes. The U.S. Forest Service shall provide all general maintenance and repair services for the Government-owned buildings.

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

G. Donation Boxes

1. The use of a donation box will be discussed and agreed upon by both parties to the agreement. The responsibility of safeguarding protocol, tracking use of funds, and management and collection of the funds shall be specified in the Supplemental Project Agreement.
2. Donation boxes are permitted in sales outlet areas provided the donated funds are used to support interpretive/educational activities at the unit.
3. Donation boxes will also be posted with a size-appropriate sign that states "Your kind contribution will be used to support the interpretive and educational activities on the Spring Mountains National Recreation Area, Humboldt-Toiyabe National Forest."
4. Where there is an obligation, donation box dollars will be considered program income. If not, the parties agree on how it will be added to the overall value of the partnership.

H. Accounting Records

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



will be retained by Association and kept available for three years after termination/expiration of this Agreement, unless disposition is otherwise authorized in writing by the U.S. Forest Service. Such books, records, and accounts may be examined at any reasonable and convenient time during such periods.

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

I. Personnel

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



4. A distinct separation, evident to the public, shall be maintained between the activities and management of Association and those of the U.S. Forest Service.
 5. Association personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the U.S. Forest Service beyond routine visitor information services and participation in museums, living history, or like programs. Association employees shall not engage in activities that would reasonably lead to visiting public to conclude that they are Government employees. No Association employee shall wear a U.S. Forest Service or other Government uniform. All Association employees shall wear some easily observable and readily identifiable indication of Association affiliation while conducting Association business on the NFS lands. A sign will be posted at each sales outlet identifying Association mission and how the funds will be used.
- J. Approvals
1. Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the U.S. Forest Service and stated in the Operating Plan. Publications and sales items will adhere to the established scope of sales will be approved by the .
 2. Association may at any time make a written request for such necessary approvals. Requests shall be made to the SMNRA Area Manager.
- K. Interpretive Activities
1. Interpretive activities engaged in by Association must meet U.S. Forest Service standards and be approved by the Forest Supervisor or delegated to another line officer, such as a District Ranger, as defined in the Operating Plan.
 2. Association personnel shall be available only for the purposes of Association 's interpretive activities.
- L. Indemnification and Insurance
1. Association shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of Association in connection with activities under this Agreement.
- The Association shall procure public and employee liability insurance with a minimum coverage of \$100,000.00 for any number of claims from any one incident, with respect to the activities of the Association and its employees. The United States of America shall be named as an additional insured on all such policies. All such policies specify that the insurer shall not hold the United States



liable or in any way responsible for payment of any premiums or deductibles thereunder and such insurance policies shall be assumed by, credited to the account of, and undertaken at the Association sole risk. This is the minimum amount of insurance allowable. A determination for additional coverage amounts should be evaluated based on project activities.

M. Organization

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

IV. THE U.S. FOREST SERVICE SHALL:

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

1. Sales Items

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

2. Programs

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

3. U.S. Forest Service Owned Facilities



The U.S. Forest Service shall provide Association with such sales and other facilities as may hereafter be deemed necessary or desirable by the U.S. Forest Service. The U.S. Forest Service reserves the right to relocate or withdraw any such facilities in order to meet needs of the U.S. Forest Service upon reasonable notice. The U.S. Forest Service shall have emergency access to all facilities, and may make such surveys and inspections, as the U.S. Forest Service deems necessary.

4. Personnel

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

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

5. Quarters/Government Housing

The U.S. Forest Service shall coordinate and maintain the housing facilities for occupancy.

- a. Prepare housing assignment agreements for each individual authorized to be housed in government quarters. Ensure that housing assignment agreement has been signed and approved prior to individuals entering quarter facilities.
- b. Ensure that any person housed under this agreement has a signed housing assignment agreement and follows policies and administrative guidance enforced in FSM 6409.11. Agreement must be signed at least three days prior to entering any U.S. Forest Service quarter facilities and sent to the appropriate housing/tenant manager.
- c. Notify Association at least two weeks prior to canceling a signed housing assignment agreement if conditions change and the U.S. Forest Service needs the space. A written modification to the agreement will be required.

- B. The U.S. Forest Service will provide items as outlined in the Annual Operating Plans. The Annual Operating Plans will be created by October of each year throughout the period of this agreement.

**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
Name: Jose Witt Address: 8625 W Sahara Ave City, State, Zip: Las Vegas NV 89117 Telephone: 702-258-8265 FAX: Email: jwitt@snconservancy.org	Name: Leonie Mowat Address: 8625 W Sahara Ave City, State, Zip: Las Vegas NV 89117 Telephone: 702-501-6167 FAX: Email: leonie@gomtcharleston.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Deborah J. MacNeill Address: 4701 N. Torrey Pines BLVD City, State, Zip: Las Vegas, NV 89130 Telephone: 702-515-5448 FAX: Email: deborah.macneill@usda.gov	Name: Tim Wagoner Address: 324 25 th St City, State, Zip: Ogden, UT 84401 Telephone: 801-625-5796 FAX: Email: timothy.wagoner@usda.gov

U.S. Forest Service Program Manager Contact
Name: Jonathan Stein Address: 4701 N. Torrey Pines BLVD City, State, Zip: Las Vegas, NV 89130 Telephone: 702-515-5418 Email: jonathan.stein@usda.gov

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Association acknowledges that it: 1) does not have a



tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Association fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Association has expended in violation of sections 433 and 434.

- C. OPERATING PLAN. The parties will make themselves available annually by September 1, to discuss the conditions covered by this Agreement and to coordinate any activities including preparing and updating the Operating Plan if necessary.
- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Association shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by U.S. Forest Service or Association are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To Association, at Association's address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Association from participating in similar activities with other public or private agencies, organizations, and individuals.



- G. ENDORSEMENT. Any of Association's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Association's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Association to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted, and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- J. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. Association agrees that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Association hereby willingly agrees to assume these responsibilities.

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at



(800) 877-8339. Additionally, program information may be made available in languages other than English.

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

- M. ELIGIBLE WORKERS. Association shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Association shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- N. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

2. Accounting Records

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

3. Internal Control

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

4. Source Documentation



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

5. Advance Payments

When applicable, Association shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by Association must be expended within 30 days of receipt.

- O. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of \$0.00 are currently available for performance of this agreement through March 30, 2025. 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 Association receives notice of availability confirmed in a written modification by the U.S. Forest Service.
- P. **PROGRAM INCOME – PARTNERSHIP AGREEMENTS.**
1. Association shall apply the standards set forth in this Provision to account for program income earned under the agreement.
 2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which Association did not anticipate at the time of the award must be used to reduce the Federal agency and Association's contributions rather than to increase the funds committed to the project.
 3. Unless the terms and conditions of the agreement provide otherwise, Association shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
 4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
 5. Unless the terms and conditions of the agreement provide otherwise, Association shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However,



Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

- U. OVERPAYMENT. Any funds paid to Association 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 Association 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 Association.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

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

Performance reports must contain information on the following:

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

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



- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Association shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Association shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

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

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

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

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

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Association, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

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



and accomplishments. Press releases or other public notices should include a statement substantially as follows:

“The US Forest Service, Department of Agriculture works cooperatively with Southern Nevada Conservancy to provide education, informational, and other public services that will add to visitors understanding and enjoyment of the National Forest.”

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

BB. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by Association to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to Association on completion of the project, if appropriate.

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

DD. GOVERNMENT-FURNISHED PROPERTY. Association may only use U.S. Forest Service property furnished under this Agreement for performing tasks assigned in the Agreement. Association shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, Association shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
 - a. The risk is covered by insurance or Association is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Association managerial personnel.



Association's managerial personnel, in this clause, means Association's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Association's business; all or substantially all of Association's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. Association shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Association shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Association shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Association shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

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

FF. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Association shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

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

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

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

"This institution is an equal opportunity provider."

GG. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Association materially fails to comply with any term of the agreement, whether stated in a Federal statute or



regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

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

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

1. When the U.S. Forest Service and Association agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Association to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the award/agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

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

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

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



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

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

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

- JJ. 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.
- KK. DEBARMENT AND SUSPENSION. Association shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should Association or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- LL. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, Association shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- MM. COPYRIGHTING. Association is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

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



This provision includes:

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

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

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

PP. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through March 30, 2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

VI. APPROVAL:

AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

JOSE WITT, Executive Director
Southern Nevada Conservancy

Date

FRANK R. BEUM, Acting Regional Forester
U.S. Forest Service, Intermountain Region

Date



Recommended by:

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

Date

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

TIM WAGONER
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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

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

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



FS Agreement No.

20-PA-11046000-019

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Cooperator Agreement No.

EXHIBIT A

OPERATING PLAN

I. PURPOSE:

The purpose of this 2020 Annual Operating Plan (AOP) is to identify Southern Nevada Conservancy's (SNC) procedures of managing interpretive material sales and Go Mt Charleston interpretive and volunteer programs in the Spring Mountains National Recreation Area (SMNRA) on the Humboldt-Toiyabe National Forest. The SMNRA Recreation Officer and SNC's Executive Director will act as the principle point of contact in the respective organizations to be the go-to person regarding questions or concerns of this agreement.

II. INTERPRETIVE SALES OPERATING GUIDELINE:

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

- Spring Mountains National Recreation Area and surrounding area for educational/interpretive programming.
- Spring Mountains Visitor Gateway retail sales location

B. Retail Hours and Season of Operation:

1. The Visitor Center's retail sales area will be open when the Visitor Center building at the Spring Mountains Visitor Gateway is open to the public, which will be roughly 9 AM to 4 PM daily. Visitor Center hours may vary with the seasons and SNC will work with U.S. Forest Service to determine optimal open hours and holiday closures. Each sales location will operate with appropriate sales items supplied by SNC following guidance given in scope of sales.
2. SNC will adjust staffing levels as necessary but will generally have one retail staff person assigned to the Visitor Gateway. Two retail staff persons will be assigned to the Visitor Gateway for public Holidays, school breaks, and weekends during summer months. If requested two weeks or more in advance, a second retail staff person can be scheduled on a day where normally only one would be present.



C. Retail Merchandise and Prices:

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

D. Inventory Maintenance and Responsibilities:

1. SNC will stock the sales area with general and seasonally appropriate items and maintain a sufficient stock of inventory in the storage room adjacent to the sales area in order to replenish the sales area.
2. U.S. Forest Service personnel may offer sales items to the public as a supplement to their regular duties and keep the sales area neat and well stocked throughout the workday.
3. SNC will keep a receiving report with each inventory shipment. The report will list the items delivered. SNC will reconcile the report and inventory to ensure accuracy.
4. SNC personnel will take inventory of sales stock when necessary throughout the year.

E. Financial Reporting:

1. SNC will maintain an appropriate cash-on-hand fund at any retail location for the purpose of change making. This fund will be counted and tracked daily and remains the property of SNC.
2. U.S. Forest Service personnel who assist SNC with sales will receive training from SNC management on SNC's POS system. It is the responsibility of U.S. Forest Service personnel to know the SNC's procedures for sales transactions.



3. Periodically, or when inventory is delivered, SNC personnel will pick-up sales income at each location, or make other arrangements for delivery of proceeds, and return them to the main SNC office for deposit processing.
4. SNC will reconcile sales income and the daily sales reports as needed.
5. Funds received from the donation box shall also belong to SNC and be picked up and recorded in a timely manner – at least once a week. A small amount of “seed” money can be left in the box as needed. These funds can be used for agreed upon projects on the Spring Mountains National Recreation Area.

F. Contributions:

1. All proceeds from the sales and donations authorized by this agreement shall be retained by SNC and used for mutually agreed upon interpretive project(s) (can include labor costs, programming, etc.) either approved under this agreement when no exchange of funds is necessary; or in a separate agreement(s) or Supplemental Project Agreement(s) (as applicable) when exchange of funds is necessary to complete mutually agreed upon Interpretive project(s).
2. SNC may conduct fund-raising activities to assist with costs. These may include special events, competitions, dinners, on-line donations, etc. to be held in the Spring Mountains National Recreation Area and surrounding communities. No political activities are allowed on federal lands.

G. Mutually agreed upon annual projects:

As funds allow, SNC and the U.S. Forest Service has agreed upon these projects to be funded from the annual interpretive association contribution funds. Additional mutually agreed upon projects may be added via email communication as appropriate. Forest Service funds will assist with these projects as funding and staff is available. For 2020, these are agreed upon projects:

Interpretive Programs

SNC will manage and maintain a year-round offering of seasonal programs. The U.S. Forest Service will provide guidance as necessary for local, regional, and national interpretive themes for programs. Regular weekly public programs will be free to participants, such as basic guided hikes, special events, field trip hosting, and off-site outreach programs. Fee-based programs that support SNC’s mission and U.S. Forest Service’s themes will be offered based on public interest and available expertise. Fees vary with program type, participant limit, fair market value for similar programs, and costs associated with the specific program. Specific fee-based programs will be proposed to the U.S. Forest Service as available on an ongoing basis before a program is publicly promoted.



Interpretive themes and storylines to be incorporated into programs:

A Place of Constant Change: The Spring Mountains host a constant and dynamic dance between cultural and ecological factors, despite the appearance of stability.

- ☐ Kyle Canyon is part of a mountain watershed which provides water underground to the Las Vegas Valley.
- ☐ What is a sky island?
- ☐ Geology, climate, hydrology, major events, seasonal, daily events
- ☐ Ecology – endemism, adaptation, cooperation
- ☐ People – Nuwuvi, historic use, present uses of the area
- ☐ Rapid change through major disturbance events, such as avalanche chutes in the distance, fire and flooding in the wash.
- ☐ Seasonal cycles are a foundation of change at many levels in the Spring Mountains, including life cycles of insects, wildflowers and migrating birds.

A Gathering Place: For past millennia and to this day, people gather at the Spring Mountains to sustain life, relationships and culture.

- ☐ The recreational opportunities and resources of the mountain were used by many groups over time, such as the tribes, U.S. Air Force, Civilian Conservation Corps, loggers/miner, skiers, and today's visitors with fascinating stories to share.
- ☐ The U.S. Forest Service manages public land through ecosystem management and sustainable recreation principles.

A Place of Refuge: The unique physical, ecological and geographic conditions of the Spring Mountains create a refuge for specialized plants and animals, and today provide an escape from the urban environment for recreation and spiritual renewal.

- ☐ Life zones create a mosaic of flora and fauna on the Spring Mountains National Recreation Area.

The Power of Place: The Spring Mountains landscape inspires stewardship, exerting a profound influence on those who know it and allow it to know them.

- ☐ Actions you can take to ensure this place remains a place of refuge for the future.
- ☐ Mt. Charleston was the site of a plane crash during the Cold War. The victim's families were never informed of their demise until recently.
- ☐ Biomimicry and "Green" elements used in the site and building design

Volunteer Program

The volunteers serving under the GO Mt Charleston program provide a wide range of assistance and valuable service hours to the Spring Mountains National Recreation Area. Programs include year-round litter and invasive species removal, Trail Hosts who interact with hikers and report on conditions, Snow Hosts who interact with snow-seeking visitors and collect litter, educational volunteers who assist with programming, and additional project volunteers as requested by the U. S. Forest Service and partners. SNC will grow, manage, and maintain reporting for these volunteers, as well as provide general supplies to the volunteers for safe and effective



programs. The U.S. Forest Service will provide guidance and staff support as agreed upon for specific projects as necessary.

Go Mt Charleston Website and Social Media

These media sites serve as a communication portal for people by connecting and informing a community of people who care about the mountain and who visit the mountain by providing updated, timely information about the Spring Mountains National Recreation Area. SNC staff will work collaboratively with U.S. Forest Service staff to provide updated, timely information about the Spring Mountains including information about natural history, recreation opportunities, volunteer opportunities, site closures, safety, weather, and education programs. SNC will post information about relevant programs offered by other organizations that are Forest Service partners. SNC will link the GoMtCharleston.com website to related sites, services, and programs operated by other U.S. Forest Service partners. An SNC staff member stationed at the Spring Mountains Visitor Gateway or surrounding areas will be able to post photos and text enabling timely posts about current events in the Spring Mountains. SNC will report quarterly the number of people engaged in the website and social media based on impressions (total times a page or post has been viewed) and reach (total unique viewers) metrics available from each service platform.

Spring Mountains National Recreation Area Visitor Guide and Maps

Revise and print a Spring Mountains Recreation Area Visitor Guide and/or one-page maps with winter and summer editions, as funds are available, in sufficient quantities for giving out to visitors to the Spring Mountains National Recreation Area, attendees at public events, and key area information outlets. The visitor guide and maps will provide recreation and orientation, resource protection, and safety information. SNC will develop a draft copy which the U.S. Forest Service will review and comment on before content and layout are finalized and printed. Warm weather guides will be reviewed in March, and cold weather guides will be reviewed in September.

III. Operations

In addition to the management of a sales area, SNC will assist with other operational activities on the Spring Mountains National Recreation Area as agreed to below:

A. Spring Mountains Visitor Gateway Visitor Center

- SNC staff and volunteers assist in staffing the front desk in the visitor center when a U. S. Forest Service employee or volunteer is not present. They will greet visitors and make them feel welcome to the facility. They will provide up-to-date, accurate information to visitors based on the Weekly Recreation Update produced by SNC staff with assistance from U.S. Forest Service Recreation staff, shared Google calendar, and any additional fact sheets and information the U.S. Forest Service provides. SNC staff will contact U.S. Forest Service staff if they need updates on specific sites or events.



- SNC will provide ongoing customer service training as needed for their staff which may be conducted in conjunction with similar U.S. Forest Service staff training.
- SNC will assist the U.S. Forest Service in the development and upkeep of a desk reference guide, reviewed annually, of area attractions, events, services, etc. to assist all staff in answering questions the public may have.
- SNC staff will wear uniforms and name tags approved by the U.S. Forest Service to help the public easily identify the employees as Spring Mountains Visitor Gateway staff. Uniforms will include components that are functional in changing weather conditions and will be worn in a professional manner.
- U.S. Forest Service and SNC will participate in ongoing staff communication and hold regular staff meetings to share information and provide a time for various departments and seasonal staff to meet and stay connected.

B. Reporting

SNC will keep a daily report accessible to everyone with informational statistics including visitors in the building per day, and volume of sales per day, weather conditions, and other information as needed.

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.

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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 B

Scope of Sales for Spring Mountains Visitor Gateway

Purpose and Value

The *Scope of Sales* Statement is a cooperative planning document prepared by the Spring Mountains National Recreation Area, Humboldt-Toiyabe National Forest, and Southern Nevada Conservancy. The purpose of this plan is to guide the materials selected for sales at the Spring Mountains Visitor Gateway (SMVG) retail location that meets the needs of the public, SNC, and the SMVG. Materials selected for sale shall be according to audience, need, type, topic, and Forest key messages. The vision of the sales area is to create the premier resource for interpretive/educational materials specifically relevant to understanding and appreciating the Humboldt Toiyabe National Forest, Spring Mountains National Recreation Area, and the natural and cultural resources of the region.

All items offered for sale at the SMVG shall relate to the goals and themes of the SMVG and have interpretive significance. SNC sales items are really interpretive services that visitors to the area can purchase, use, and take home with them.

Goals of the Spring Mountains Visitor Gateway

- Welcome and orient visitors to the facilities, services and recreational/interpretive opportunities in the area of Spring Mountains National Recreation Area.
- Promote visitor understanding of and support for the missions of the U. S. Forest Service.
- Promote visitor appreciation and understanding of the natural, recreational and cultural resources of the area.
- Develop and maintain productive, cordial, mutually beneficial partnerships with a variety of agencies and organizations.
- Educate and inform visitors about appropriate resource use. Nurture and strengthen existing ties with the community through continued educational outreach in the local system.
- Encourage safe travel and recreation.
- Educate and inform the public about issues related to fire and fuels, endangered species, heritage resources and stewardship of public lands.
- Become self-supporting through sales in the retail store and funds generated by an interpretive association and/or friends' group.

Spring Mountains Visitor Gateway Central Theme

The following Central Theme is intended to guide the development of a variety of interpretive experiences that will meet the diverse needs, wants and expectations of the public:



The Spring Mountains are alive – we sustain and renew each other.

Sale Product Selection:

Materials are selected to fill one of the following needs:

- References and resources while visiting the Humboldt Toiyabe National Forest, the Spring Mountains National Recreation Area, and designated wildernesses, scenic byways and recreation opportunities;
- In-depth learning and appreciation;
- Recording of personal experiences for family and friends, or for later reflection;
- Meaningful, educational mementos that recall their experience or for communicating it to others;
- Personal safety enhancement and information while visiting the Spring Mountains National Recreation Area and surrounding public lands.

Types of products may include:

- Books
- Videos
- Sound recordings (CD/DVD/MP3)
- Multi-media CD-ROM's, DVD's and other electronic products
- Photo or art images such as posters, matted prints, calendars, puzzles, and slides
- Forest and other Maps, Senior and Access Passes, Field aids (such as compasses, magnifying glasses, binoculars)
- Writing and drawing instruments and paper (including note cards, postcards, journals, and supplies)
- Photography supplies
- Educational models and science kits, games, puppets, puzzles, mobiles, and activity books
- Arts and crafts which are culturally significant to the region
- Memento items, including apparel, that have an approved logo/design representation
- In addition to the educational materials provided, SNC may provide essential visitor convenience items which are not otherwise available nearby, such as postage stamps, water bottles, and commonly available first-aid items. Visitor convenience items will be considered on a case by case basis.
- Health Products - Insect repellent; sunscreen; first aid kit; other health products, such as over-the-counter pain reliever, adhesive bandages, lip balm, and lotion; water purification tablets; and bottled water.
- Safety Products - Whistles, candles, flashlights, headlights, lanterns, matches and waterproof matches, pocketknives, solar or hand-crank radios, emergency blankets, nylon filament, and pocket mirrors (to use as a signaling device).
- Visitor Convenience Items - Firewood, camp stove and/or fuel, batteries, sunglasses, gloves and mittens, rain gear, snowshoes, snack-size food items, including artisan foods from local producers, and trash bags.



Evaluation of the Sales Items

The evaluation of SNC's sales items is a process that considers a broad range of factors providing for an in-depth analysis, planning, and strategic improvement. Sales items (and potential sales items) are evaluated in terms of content, range of media and prices for each audience. Items to be sold are an integral element of a visitor center's overall interpretive program. For this reason, all items selected for sale at the center should relate to the area's significance statements, purpose, and interpretive themes (see above, and Exhibit A).

Selection Process and Criteria for Specific Sales Items

The U.S. Forest Service, and SNC will cooperate in suggesting and evaluating specific items proposed for sales. This may be accomplished by discussing the merits of specific items in face-to-face meetings, or through a simple evaluative form to expand and document the evaluation process. The evaluation criteria include-

- **Appropriateness**
 - How well does this product interpret stated themes and serve audiences?
 - Is this product sensitive to the culture(s) it represents or interprets?
 - Does the product represent more than one point of view? If so, does it represent those views in a balanced and fair way? If the product represents a single point of view, does it do so in a way that shows respect for other, possibly opposing, points of view?
- **Quality**
 - How well does the product capture the message?
 - What is the level of craftsmanship or workmanship involved?
- **Accuracy**
 - Does the product reflect the best scholarship and knowledge?
 - Are the author's sources authoritative?
 - Do the sources reflect an extensive and balanced approach to researching the topic?
- **Value**
 - Is the product a good buy for the customer at the suggested sales price?
- **Currency**
 - Is the product up to date?
 - Does the product use current terminology and language?
- **Authenticity**

Craft items represented as being Indian made shall be sold in accordance with the Indian Arts and Crafts Act of 1990 (Public Law 101-644 [104 Stat. 4662], 11/29/90)

Public law 101-644, states that it is unlawful to offer or display for sale or sell any good, with or without a Government trademark, in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular



Indian or Indian tribe or Indian arts and crafts organization, resident within the United States. The law allows severe penalties for individuals or organizations found to be in violation of the law.

Associations offering a product for sale as American Indian artwork or handcraft should confirm that the person who made it is a member of an Indian tribe. Associations that deal directly with the producer could retain a note the artisan's tribal enrollment number. Associations that deal with intermediaries would be wise to have the intermediary guarantee that the item was produced by a member of an Indian tribe.

- **Prohibition regarding sale of original objects**
 - Are replica items clearly labeled?
- **Origin**
 - Sale of items made in the United States is strongly encouraged. SNC will strive to maintain 33 percent of products which are made in the United States. A report of the actual items made in the United States in the fiscal year will be included in the end of year reports.
- **Other**
 - Does the product contain culturally insensitive information? If so, are these instances referenced to an authoritative, previously published source? Is the research methodology professional?
 - Does this product promote or perpetuate inappropriate messages or behaviors?

Mail order and online sales are an extension of the services provided by SNC. Selection process and criteria for on-site sales items also apply to mail order and online sales items.

Approval of Sales Items

Strengths and weaknesses in the current sales line will undoubtedly emerge. Updates to the sales line to fill in gaps, strengthen weaknesses, correct errors of interpretation, and present new material as they come available.

No item will be sold without prior approval from the Forest Service. New sales items will be researched through trade shows, visitor/employee suggestions, catalogs, etc. to address deficiencies in the inventory. SNC staff will prepare new sales items for forest staff to review as necessary. Sales item research and review will proceed throughout the year. Items are to be submitted to the designated forest interpretive association coordinator to review along with the attached approval form. The item and form will be returned to SNC in a timely manner (no more than 2 weeks) indicating approval/disapproval. An e-mail response to new submission will also suffice as approval in place of a returned, signed form.

SNC staff will prepare an annual review of the sales items by dollar, quantity, theme, etc. and will cut slow moving or low dollar generating items from the sales list, as needed. A list of the



top 5 items by product category can be produced at the request of the U.S. Forest Service. SNC will make every effort to ensure these items are in stock and available year-round.

Periodic Revision of the Scope of Sales Statement

This Scope of Sales is always subject to review and improvement. This document will be reevaluated annually in order to maintain balance across interpretive themes, audiences, media, and price points. Additionally, the selection criteria may require revision to account for changing needs and issues.



Spring Mountains Visitor Gateway New Sales Item Review Sheet

Date Submitted: _____

Item

Title/Name: _____

Available Wholesale Cost: _____

Recommended Retail Price: _____

Freight Consideration/Projected Margin: _____

Available From: _____

_____ Approved for Sale _____ Not Approved for Sale

If not approved, state reasons why:

Signed: _____ Date: _____
Area Manager, Spring Mountains NRA



WILLIAM A. DUNKELBERGER, Forest Supervisor U.S. Forest Service, Humboldt-Toiyabe National Forest	Date
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FRANK R. BEUM, Acting Regional Forester
U.S. Forest Service, Intermountain Region

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

TIM WAGONER
U.S. Forest Service Grants Management Specialist