

Assessor's Parcel Number: N/A

Date: NOVEMBER 19, 2007

Recording Requested By:

Name: SCOTT MORGAN, PARKS & RECREATION

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 10 Fee: 0.00  
BK-1107 PG- 5231 RPTT: 0.00



AGREEMENT #2007.248

(Title of Document)

FS Agreement No.	07-CS-11041701-068
Cooperator Tax ID No.	
Cooperator Agreement No.	

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2007.248

**CHALLENGE COST-SHARE AGREEMENT  
BETWEEN  
Douglas County Department of Parks and Recreation  
AND  
U.S.D.A. Forest Service  
Humboldt-Toiyabe National Forest**



This AGREEMENT is hereby entered into by and between the USDA Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "Forest Service", and Douglas County, a political subdivision of the State of Nevada, through it's Parks and Recreation Department hereinafter referred to as "County" under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154.

**BACKGROUND**

The "Dresslerville Pit" and off highway vehicle area is an isolated low elevation portion of the National Forest which receives significant use from local neighbors. The area contains 1,817 acres (see attached map) and is characterized by sagebrush, bitterbrush and native bunch grasses. A subdivision is planned which will directly adjoin the area. (The area covered by this agreement does not include "Dance Hill". The Forest Service will work closely with the Washoe Tribe in managing this adjoining area).

**I. PURPOSE:**

The purpose of this Challenge Cost-Share (CCS) Agreement is to provide for the daily maintenance of the area known as the Dresslerville off highway vehicle (OHV) area. Daily presence and patrols in the area will curtail large scale dumping and decrease unauthorized use in the reclaimed gravel pit. The overall recreation experience will be improved for residents of the county. This cooperation serves the "mutual interest of the parties and the public."

**II. STATEMENT OF MUTUAL INTEREST AND BENEFITS:**

Interests and benefits to the county will be a cleaner and safer open space that can be enjoyed by local residents and visitors. An increased presence by parks and recreation rangers may decrease undesirable behavior such as dumping, graffiti and unauthorized use in the reclaimed pit.

The Forest will benefit by being notified promptly of undesirable behavior which will result in reduced impacts to natural and cultural resources. Any unauthorized use by off highway vehicles in the reclaimed gravel pit may destroy re-vegetation efforts. Signed travel routes will prevent additional user created routes from being formed, which could



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result in a loss to soil and native vegetation. The overall experience on National Forest System lands will be enhanced.

Both parties want to prevent this area from becoming the local dumping grounds for abandoned vehicles, appliances and household garbage; this will lead to a safe and clean recreation area for local residents and forest visitors.

III. THE COUNTY SHALL:

1. Sign designated routes with signs provided by the Forest.
2. Provide a county presence daily or at minimum weekly.
3. Perform "light" maintenance. "Light" maintenance includes such activities as;
  - garbage and litter management
  - signing of bulletin boards/kiosks
  - graffiti cleanup
  - maintain wire fencing around the pit (wire provided by the Forest Service)

IV. THE FOREST SERVICE SHALL:

1. Replace site identification and bulletin boards.
2. Perform routine road and trail maintenance and reconstruction.
3. Provide a forest presence.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, County, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service or County is not obligated to fund any changes not properly approved in advance.



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4. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

5. LEGAL AUTHORITY. The cooperator to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

6. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

7. COMMENCEMENT AND EXPIRATION DATE: This instrument is executed as of the date of last signature and is effective through 12/31/2011 at which time it will expire unless extended.

8. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration with 30 days advance written notice to either party. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

9. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Marnie Bonesteel	Douglas County Project Contact
Carson Ranger District	Lisa Granahan
1536 So. Carson Street	Assistant to County Manager
Carson City, NV 89701	P. O. Box 218
Phone: (775) 882-2766	Minden, NV 89423
FAX: (775) 884-8199	Phone: (775)782-6268
	FAX: (775) 782-6255
Forest Service Administrative Contact	Cooperator Project Contact
Jean Burt	Scott Morgan
Grants and Agreements Specialist	Douglas County Parks and Recreation
Humboldt-Toiyabe National Forest	P.O. Box 218
1200 Franklin Way, Reno NV 89431	Minden, NV 89423
Phone: (775) 355-5357	Phone: (775) 782-9828

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FAX: (775) 355-5399	FAX: (775) 782-5799
E-Mail: jeburt@fs.fed.us	E-Mail: smorgan@co.douglas.nv.us

10. ENDORSEMENT. Any County contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the County's products or activities.

11. AVAILABILITY OF FUNDS. Funds are available for F.S. non-cash contributions only. Funds will not be exchanged. The contributions are non-cash by both parties.

12. ALTERNATE DISPUTE RESOLUTION. 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.

13. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator 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 written date below.

**DOUGLAS COUNTY, NEVADA**

By: Doug Johnson Date 9/16/07  
 Doug Johnson, Chairman Douglas County Commissioner

Attest: By: Barbara Griffin Date 10-30-07  
 Barbara Griffin, Douglas County Clerk

Approved as to form:

By: Mark Jackson Date 9-21-07  
 Mark Jackson, District Attorney

**USDA FOREST SERVICE**

By: Kathy Nichol Date 11/8/07  
 Edward C. Monig, Forest Supervisor  
 Humboldt-Toiyabe National Forest

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT  
 HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE  
Jean Sen 11/7/07  
 AGREEMENTS COORDINATOR DATE



USFS Agreement No.: 07-C9-11041701-098  
 Cooperator Agreement No.:

1. Financial Plan Matrix:

Grants & Agreements Financial Plan Worksheet

COST ELEMENT	FOREST SERVICE						COOPERATOR- Douglas County						(m) Total
	(a) Non-Cash Contrib.	(b) Value of In-Kind Contrib.	(c) Reimb. Coop. Expenses	(d) Non-Cash Contrib.	(e) Value of In-Kind Contrib.	(f) Cash Contrib.	THIRD PARTY CONTRIBUTIONS				(j) Value of In-Kind Federal		
							CASH		NON-CASH				
						(g) Non-Fed	(h) Federal	(i) Non-Fed	(j) Federal	(k) Non-Fed	(l) Federal		
Direct Costs	\$9,244.08			\$12,750.00								\$21,994.08	
Travel												\$0.00	
Equipment/Fuel				\$3,000.00								\$3,000.00	
Supplies	\$2,400.00			\$1,500.00								\$3,900.00	
Special Trash				\$2,000.00								\$2,000.00	
Porta Potty				\$1,800.00								\$1,800.00	
Post Signs				\$500.00								\$500.00	
Subtotal:	\$11,644.08	\$0.00	\$0.00	\$21,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,194.08	
Indirect Costs	\$1,513.73											\$1,513.73	
Total	\$13,157.81	\$0.00	\$0.00	\$21,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,707.81	

(n) Estimated Program Income (subtract from total of column (m)):  
 (o) Net Total Project Value: \$34,707.81

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. Salary/Labor = hrs or days x rate; Travel = miles x rate or months x FOR rate, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials - list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current Indirect rate.

(a) OHV Ranger Patrol 256.78 x 3 days per month = \$770.34 x 12 months = \$9,244.08. Replace bulletin board signs as needed 3 x 800 = \$2,400. Indirect costs at 13%

(b)

(c)



(d) Patrol and Garbage Collection. November-May 2 times per week for 30 weeks. June-October Monday-Sunday for 22 weeks = \$12,750.00 Equipment and fuel=\$3,000 Supplies=\$1,500 Special trash pickup=\$2,000 Porta Potty=\$1,800 Post signs=\$500.00

- (e)
- (f)
- (g)
- (h)
- (i)
- (j)
- (k)
- (l)

**Matching Costs Determination**

Total Forest Service Share = (p) 37.91%  
 b+c)/(o) = (p)  
 Third Party Cash Contribution Federal = (q) 0.00%  
 (h + o) = (q)  
 Total Federal Cash Share = (r) 37.91%  
 (p+q) = (r)  
 Total Cooperator Share (s) 62.09%  
 [(d+e+f+g+h+i+k) - (m)] / (o) = (s)

**Reimbursement Calculation**

Forest Service Reimbursement percent (u) 0.00%  
 (o)/[(c+d+f+g+h) - (n)] = (u)  
 Cooperator expenses NOT reimbursed by FS (v) 100.00%  
 (d+f+g+h+n)/(c+d+f+g+h+n) = (v)

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions \_\_\_\_\_ and \_\_\_\_\_ multiplied by 0.00% (u) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.



Total (r+s) = (t) 100.00%

3. Instructions: Use this form in conjunction with ID 1509.11-2007-1.

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

(a) Forest Service Non-Cash Contribution: Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Forest Service.

(b) Value of Forest Service In-Kind Contribution: Forest Service contributions toward completion of the project for which the Forest Service has incurred no expense. These contributions include such items as volunteer labor, donated materials, equipment, supplies, etc., contributed by third parties directly to the Forest Service. Forest Service volunteer and/or equipment rental agreements should be used to document the donated services.

(c) Reimbursable Cooperator Expenses: The figure(s) listed are both the maximum Forest Service funds to be obligated for reimbursement and Cooperator expenses that are not included anywhere else on this form. This is an expense to the Forest Service.

(d) Cooperator Contribution: Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Cooperator.

(e) Value of Cooperator In-Kind Contribution: Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has incurred no expense. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) Cash Contribution to the Forest Service: Cooperator cash contribution provided to the Forest Service for use in completing the project. This is an expense to the Cooperator. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority in the Agreement if this column is used.

(g) Third Party Cash Contribution Non-Federal: Cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.

(h) Third Party Cash Contribution Federal: Cash contributions provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.



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(j) **Third Party Non-Cash Contribution Non-Federal:** Non-cash contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.

(j) **Third Party Non-Cash Contribution Federal:** Non-cash contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.

(k) **Third Party In-Kind Contribution Non-Federal:** In-kind contribution provided to the Cooperator from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element Expenditures.

(l) **Third Party In-Kind Contribution Federal:** In-kind contribution provided to the Cooperator from Federal agency(ies) for use in the project. Display these contributions by Cost Element Expenditures.

(m) **Gross Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

(n) **Estimated Program Income:** The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(o) **Net Total Project Value:** The sum of all the values provided toward the project with Estimated Project Income taken into consideration. This figure reflects the true estimated cost of the project.



COPY

**CERTIFIED COPY**

**SENT**  
The document to which this certificate is attached is a true, true and correct copy of the original on file and on record in my office.

DATE: November 19, 2007

**BARRETT** Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By David M. Mullock Deputy



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