



FS Agreement No. 25-CO-11050400-001

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**TOWN OF MAMMOTH LAKES**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**INYO NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between the TOWN OF MAMMOTH LAKES, hereinafter referred to as "TOML", and the United States Department of Agriculture (USDA), U.S. Forest Service, INYO NATIONAL FOREST, hereinafter referred to as the "Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: As a municipal partner, there are a variety of projects that the Town of Mammoth Lakes (TOML) and the Inyo National Forest work on collaboratively to produce mutual benefits. Through this agreement, the Forest Service agrees to apply the Collection Agreement funds to cover the personnel costs associated with evaluating project proposals to construct a variety of public projects on Forest Service land in the Mammoth Lakes area such as, but not limited to, the Sherwin Area Recreation Plan (SHARP), bike trails, bike skills areas, motorized trails, Multi-Use Pathways (MUPs) trail reroutes, and existing trail proposals such as Shady Rest Inyo Craters (SRIC), the Doe Ridge Trail Proposal, Towns to Trails, Ski Back Trail mountain bike development, and trailhead development.

Title: Mammoth Lakes Recreation Area Planning and Analysis

**I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from TOML to the Forest Service to document the cooperation between the parties to construct new trails, decommission unwanted trails, reconstruct existing (user created), and on national forest lands in accordance with the following provisions, to include the hereby incorporated Statement of Work and Financial Plan.

**II. THE TOML SHALL:**

A. LEGAL AUTHORITY. The TOML shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Perform in accordance with the Financial Plan.



- C. Upon presentation of a Bill for Collection, deposit with the Forest Service the amount agreed to in the Financial Plan.
- D. Present to the U.S. Forest Service a prioritized list of projects and identify the level of development and any facilities associated with each project.
- E. Contract for services not provided by the U.S. Forest Service or TOML. This may include, but is not limited to, engineering surveys, architecture, and graphic design.
- F. Provide support to the project planning processes. Planning support will include guidance and assistance with CEQA requirements and processes.
- G. Provide the U.S. Forest Service with financial resources, as specified in the attached Financial Plan, to complete the tasks associated with design, planning, resource inventories, and decision-making support.
- H. Organize team meetings, track progress, and ensure timely completion of project deliverables.

### III. THE FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to the TOML for this agreement is \$70,000.00. The Forest Service shall bill TOML prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: A single lump sum advance bill.

Billing must be sent to:

Town of Mammoth Lakes  
PO Box 1609  
Mammoth Lakes, CA 93546

If payment is not received to the satisfaction of the Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

- B. Perform in accordance with the attached Financial Plan.
- C. If, in writing, the Forest Service agrees to perform a TOML proposed project and utilizing funding from this agreement, the USFS shall provide staff, using financial resources granted by TOML to complete a variety of resources tasks such as, but not limited to inventory resources, plan projects, guide decision making processes, conduct public meetings and fulfill the requirements of a variety of laws, which include but not limited to: the National Environmental Policy Act, Endangered Species Act, or National Historic Preservation Act.



- D. Assess trail project proposals for their feasibility, practicality, recreation opportunity, and potential resource and social impacts and make recommended adjustments as necessary.
- E. Attend and participate in coordinating meetings, recreation commission meetings, and other TOML planning and coordination meetings as requested by TOML.
- F. Issue decisions in accordance with rules, policies, and regulations of the U.S. Forest Service.
- G. Provide forms that summarizes the work conducted on a particular project, which includes the date, name of specialist, the number of hours the specialist worked, and a specific description of the task(s) completed.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD 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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Lawson Reif, Outdoor Recreation Manager Address: PO Box 1609 City, State, Zip: Mammoth Lakes, CA 93546 Telephone: (760) 923-8247 FAX: (760) 934-7493 Email: lreif@townofmammothlakes.ca.gov	Name: Lawson Reif, Outdoor Recreation Manager Address: PO Box 1609 City, State, Zip: Mammoth Lakes, CA 93546 Telephone: (760) 923-8247 FAX: (760) 934-7493 Email: lreif@townofmammothlakes.ca.gov

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Name: Christopher Buehrer, District Recreation Officer Address: PO Box 148 City, State, Zip: Mammoth Lakes, CA 93546 Telephone: (760) 923-8361 FAX: N/A Email: christopher.buehrer@usda.gov	Name: Joseph Donovan, Assistant District Recreation Officer Address: PO Box 148 City, State, Zip: Mammoth Lakes, CA 93546 Telephone: (760) 716-8963 FAX: N/A Email: joseph.donovan@usda.gov

- A. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to The TOML for any costs, damages, claims, liabilities, and judgments that



arise in connection with the performance of work by the Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by The TOML or any third party.

B. REFUNDS. Funds collected in advance by the Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to TOML, authorized for use for a new agreement by TOML, or waived by TOML. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by TOML may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to TOML.

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

"INYO NATIONAL FOREST of the Forest Service, Department of Agriculture."

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

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

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

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

F. ENDORSEMENT. Any of TOML's contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of TOML's products or activities.

G. NOTICES. Any communication affecting the operations covered by this agreement by the Forest Service or TOML will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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



To TOML, at TOML's address shown in the agreement or such other address designated within the agreement.

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

- H. COLLABORATION. The Forest Service and TOML may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize TOML's participation in the project.
- I. USE OF FOREST SERVICE INSIGNIA. In order for TOML to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service **INYO NATIONAL FOREST** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service **INYO NATIONAL FOREST** will notify The TOML when permission is granted.
- J. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The TOML shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- K. PROPERTY IMPROVEMENTS. Improvements placed by The TOML on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles The TOML to any interest in the improvements, other than the right to use them under applicable Forest Service regulations.
- L. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Forest Service with TOML's contributions shall become the property of the Forest Service.
- M. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The TOML 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."*

- O. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- P. DEBARMENT AND SUSPENSION. The TOML shall immediately inform the 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 TOML or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. 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 Forest Service is not obligated to fund any changes not properly approved in advance.
- R. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through 10/1/2029 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- S. 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.



---

ROB PATTERSON, Town Manager  
TOML

Date

---

LESLEY YEN, Forest Supervisor  
Forest Service, Inyo National Forest

Date

---

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

HUGO MARTINEZ-  
ROACHO

Digitally signed by HUGO  
MARTINEZ-ROACHO  
Date: 2024.10.10  
11:35:13 -04'00'

---

HUGO MARTINEZ-ROACHO  
Forest Service Grants Management Specialist

Da

Forest Service Agreement #

24-CO-11050400-017

Cooperator Agreement #

**Collection Agreement Financial Plan**

**Cooperator and FS Contributions**

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
<b>PERSONNEL</b>						
Resource Specialists (List all personnel):		# of Days	\$/Day			
Heritage		83.00	\$399.00	\$33,117.00		\$33,117.00
Tribal Consultant		10.00	\$362.70	\$3,627.00		\$3,627.00
Wildlife Biologist		10.00	\$314.00	\$3,140.00		\$3,140.00
Botanist		10.00	\$371.00	\$3,710.00		\$3,710.00
Geology / Minerals		3.00	\$432.00	\$1,296.00		\$1,296.00
Hydrology		10.00	\$446.00	\$4,460.00		\$4,460.00
NEPA Planner		25.00	\$426.00	\$10,650.00		\$10,650.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
<b>Subtotal, Personnel:</b>		<b>151.00</b>		<b>\$60,000.00</b>	<b>\$0.00</b>	<b>\$60,000.00</b>
<b>TRAVEL</b>						
Explanation of trips: From Where/To Where/For Whom		Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
					\$0.00	\$0.00
					\$0.00	\$0.00
<b>Subtotal, Travel:</b>		<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EQUIPMENT</b>						
Name and Type of Equipment:			Unit Cost	Quantity		
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
<b>Subtotal, Equipment:</b>			<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUPPLIES</b>						
Name and Type of Supplies:			Unit Cost	Quantity		
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
<b>Subtotal, Supplies:</b>			<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>



CONTRACTUAL			
<b>Describe Contracts that will most likely result from this project:</b>			
			\$0.00
			\$0.00
<b>Subtotal, Contractual:</b>		<b>\$0.00</b>	<b>\$0.00</b>
OTHER			
<b>Describe Other Costs of the Project:</b>			
Bike trails, motorized trails, Multi-Use Pathway, trail reroutes, new trail construction, trailhead development.		\$10,000.00	\$10,000.00
			\$0.00
			\$0.00
<b>Subtotal, Other:</b>		<b>\$10,000.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT CHARGES</b>		<b>\$70,000.00</b>	<b>\$0.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)		<b>Insert Rate Here:</b>	
	0.0%	\$0.00	
<b>Total Party Costs</b>		<b>\$70,000.00</b>	<b>\$0.00</b>
<b>COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>		<b>Cooperator Contribution</b>	
<b>TOTAL CHARGES</b>			<b>\$0.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)		<b>Insert Rate Here:</b>	
			<b>\$0.00</b>
<b>Total Pass-Through Costs</b>			<b>\$0.00</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$70,000.00</b>

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 45 minutes 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.