

FS Agreement No.	
Cooperator Tax ID No.	33-0478045
Cooperator Agreement No.	

PARTICIPATING AGREEMENT
 Between
USDA FOREST SERVICE
 Forest Service, Pacific Southwest Region
 United States Department of Agriculture[UFS1]
 and the
SAN GORGONIO WILDERNESS ASSOCIATION

THIS PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Pacific Southwest Region[UFS2], hereinafter referred to as the Forest Service, and the San Gorgonio Wilderness Association, hereinafter referred to as the Association, a not-for-profit corporation organized under the laws of the State of California[UFS3], acting through the Chairperson of its Board of [REDACTED]ectors or the Board’s designee, under the provisions of the Cooperative Funds and Deposits Act of December 12, 1975, 16 U.S.C. 565a-1 – 565a-3, Public Law 94-148.

A. PURPOSE.

The purpose of this agreement is to develop a fo [REDACTED] agreement with the Association, a non-profit, tax-exempt corporation, to assist the National Forests in furthering interpretation and management of public lands. This can be done by staffing visitor information [REDACTED]nters, producing and providing visitors with appropriate interpretive or educational materials through sale or free distribution, and by management of Forest Service volunteers.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

The Forest Service is responsible for developing the National Forest resources for sustained yields of products and services in the best combination for the use, enjoyment and education of the America people. The Forest Service, within this mandated responsibility is conducting a program to provide facilities within National Forests for outdoor recreational and educational activities for the public. Both the Forest Service and the [UFS4]Association deem it desirable to provide educational and interpretive information about the forest resources, natural phenomena, local history, and similar matters; and have as a purpose the promotion of the educational, historical, scientific and other values of the National Forests and of assisting educational, interpretive activities of the Forest Service;



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C. FOREST SERVICE SHALL:

1. Forest Service Responsibilities:

The Forest Service agrees to allow the Association to use those facilities that are designated in Section B for the sale of education and interpretive items for the benefit of the visiting public.

a. Sale items

1. The Forest Service shall cooperate with the Association in the planning and design of merchandise appropriate for sale by the Association at the Forest Service facilities.

b. Facilities

1. The Forest Service shall provide the Association with such sales and other facilities as may hereafter be deemed necessary or desirable by the Forest Service, provided that the Forest Service reserves the right to relocate or withdraw any such facilities in order to meet needs of the Forest Service upon reasonable notice. The Forest Service shall have emergency access to all facilities, and may make such surveys and inspections as the Forest Service deems necessary.
2. The Forest Service reserves the right to design and construct any new facilities, and shall allow the Association to review and comment on any plans therefore.
3. The Forest Service shall provide the 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.
4. The Forest Service shall provide all general maintenance and repair services for the Government-owned buildings.
5. The Forest Service shall designate an employee as Interpretive Association Coordinator. This person will serve as a liaison to the Association. The role of the Interpretive Association Coordinator (Liaison) is to represent the interests of the Forest Service and to provide assistance to the Association; hence, he or she shall not be an officer, board member or trustee of the Association. His or her scope of Association responsibility shall be limited to ensuring that the

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spirit and intent of this Agreement are fulfilled and to provide expertise on Associations.

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

D. [UFSS]ASSOCIATION SHALL:

1. Association Responsibilities:

The Association may use facilities as stated in this Agreement for the sale of educational and interpretive items for the benefit of the visiting public. (See Forest Service Responsibilities, C. Facilities.)

a. Sales Items



1. The Association may sell only interpretive and educational items, such as publications, maps, visual aids, handicrafts and other objects directly related to the interpretive and educational theme of the Forest and Forest Service.
2. The 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. The Association is not by this Agreement granted the right to sell items, the sale of which infringe on applicable contract rights of a concessionaire.
4. The Association shall maintain a high standard of quality in all items produced or sold.
5. The Association shall not sell any item that has not been approved by the Forest Service. The Association shall allow publications to be reviewed by the Forest Service on editorial and design quality.

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6. The Association shall sell items at market value, provide that such prices shall be approved in advance by the Forest Service at the Forest level.
7. The Association shall display the sale items in good taste and in keeping with the general design and decor of the Forest Service facilities at that location. The Association may provide furnishings necessary to support, store, or display sale items, such furnishing to be approved by the Forest Service.
8. The Association and the Forest Service shall prepare an annual operating 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.

b. Facilities

1. The Association may remodel or renovate existing Forest Service owned sales facilities (Visitor Center, Ranger Stations, 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 therefore are approved in advance by the Forest Service. Any redesigned and renovated property will remain in Forest Service ownership upon termination of this Agreement.
2. The Association shall keep the sales facilities clean and presentable throughout the workday.

c. Accounting Records

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

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will be retained by the Association and kept available for 5 years after termination of this Agreement, unless disposition is otherwise authorized in writing by Forest Service. Such books, records, and accounts may be examined at any reasonable and convenient time during such periods.

4. The Association shall provide an annual narrative, calendar year, accomplishment report and financial statement by April 15 each year to the Regional Forester with a copy to the Forest Supervisor.
5. Give the Forest Service or 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 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 Forest Service payment(s) made on this instrument 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 instrument. Cooperator also agrees that notice of the 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.

d. Personnel

1. The Association shall provide such personnel as are reasonably necessary to operate the sales facilities as indicated by the level of gross sales. These personnel may include, as necessary, a central business office staff, local facility managers, and sales clerks. Otherwise, Forest Service personnel may offer sales items to the public as an individual supplement to their interpretive duties.
2. The Association shall designate an Association member or employee who is authorized to act as liaison with the Forest Service.
3. The Association employees involved in visitor contacts shall be oriented in the Forest Service administrative unit's Interpretive Services programs and shall be certified by a Forest Service designee before assuming such responsibilities.
4. A distinct separation, evident to the public, shall be maintained between the activities and management of the Association and those of the Forest Service.

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5. Association personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the 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 the visiting public to conclude that they are Government employees. No Association employee shall wear a Forest Service or other Government uniform. All Association employees shall wear some easily observable and readily identifiable indication of Association affiliation while in the National Forests on Association business. At each sales outlet there will be posted a sign that gives the reasons for the Association and how funds are used.

e. Approvals

1. Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the Forest Service and stated in the operating plan. Publications and sales items will be approved by the Forest Supervisor.
2. The Association may at any time make a written request for such necessary approvals.

f. Interpretive Activities

1. Interpretive activities engaged in by the Association must meet Forest Service standards and be approved by the Forest Supervisor.
2. Association activities may be conducted by Forest Service personnel, such as sale of Association materials, if they are incidental to regular work. The Association personnel shall be available only for the purposes of the Association's interpretive activities.

g. Indemnification and Insurance

1. The 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 the Association in connection with activities under this Agreement.
2. The Association shall procure public and employee liability insurance with a minimum coverage of \$100,000 for any number of claims from any one incident, with respect to the activities of the Association and its employees.

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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 State 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’s sole risk.

3. The Forest Supervisor may waive the requirements of paragraph 1.g.2. when all of the following criteria are met:

- a. The Association performs or expects to perform its activities in a safe and satisfactory fashion
- b. The activities performed by the Interpretive Association have not resulted in lawsuits or claims against the Government.
- c. The decision document to waive the insurance requirements states that the Association acknowledges acceptance of any public and employee liability responsibility with respect to the activities of the association and its employees.

d. The decision document is co-signed by the Forest Supervisor and the Association executive officer.

e. The activities performed by the Association are passive in nature and include any or all of the following low-risk activities:

Book sales, outlet operations and related duties.

Information office/center operation and related duties.

Interpretive activity preparation and presentation.

Volunteer training and management.

Development and publication of interpretive literature and similar materials.

Fund-raising activities such as donation boxes and low-risk special events.

Research activities.

h. Association Organization

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

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:



1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS^[UFS6]. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.

2. FEDERAL COST PRINCIPLES^[UFS7]. This agreement will be governed by ^[UFS8]

OMB Circular No. A-122, Cost Principles for Nonprofit Organizations with Exclusions listed in Attachment C of OMB Circular No. A-122

 OMB Circular No. A-21, Cost Principles for Educational Institutions

OMB Circular No. A-87, Cost Principles for State, Local and Indian Tribal Governments

 The Federal Acquisition Regulations (FAR), Part 31, Contract Cost Principles and Procedures. 

and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

3. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT^[UFS9]. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under

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the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the cooperator
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II “Federal Claims Collection Standards” and 31 U.S.C., Chapter 37.




4. TAXPAYER IDENTIFICATION NUMBER^[UFS10]. The cooperator shall furnish their tax identification number upon execution of this instrument.
5. FUNDING EQUIPMENT AND SUPPLIES^[UFS11]. Federal funding under this instrument is not available for reimbursement of cooperator^[UFS12] purchase of equipment and supplies.^[UFS13]
6. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS^[UFS14]. The Forest Service 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 records 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.
7. MODIFICATION^[UFS15]. 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 is not obligated to fund any changes not properly approved in advance.
8. NONDISCRIMINATION^[UFS16]. The cooperator^[UFS17] shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of



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disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator^[UFS18] offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' ^[UFS19] programs that are produced by the cooperators^[UFS20] for public information, public education, or public distribution:

“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  mplaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building,  0 Independence Avenue, SW, Washing  DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”


If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that “This institution is an equal opportunity provider.”

9. PROPERTY IMPROVEMENTS^[UFS21]. 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.

10. LEGAL AUTHORITY^[UFS22]. The cooperator has the legal authority 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.

11. PARTICIPATION IN SIMILAR ACTIVITIES^[UFS23]. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

12. COMMENCEMENT/EXPIRATION DATE^[UFS24]. The instrument is executed as of the date of the last signature and is effective through September 30, 2007, at which time it will expire unless extended.

13. EXTENSION OF PERFORMANCE PERIOD^[UFS25]. The Forest Service, by written modification  may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.



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14. TERMINATION^[UFS26]. Any of the parties, in writing, may terminate the instrument is whole, or in part, at any time before the date of expiration. 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.

15. PRINCIPAL CONTACT^[UFS27]. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Robert B. Wood, Recreation Officer	Jarome Wilson, President
1209 Lytle Creek Road	2196 Ridgeview Terrace
Lytle Creek, CA 92358	Corona, CA 91720
Phone: (909) 887-2576	Phone: 909-279-1868
FAX: (909) 887-8197	FAX: none
E-Mail: bwood01@fs.fed.us	E-Mail: jarome@mac.com

Forest Service Administrative Contact	Cooperator Administrative Contact
Alfredo Zarate, Recreation Supervisor	John Flippin
34701 Mill Creek Road	34453 Arbor Way
Mentone, CA 92359	Yucaipa, CA 92399
Phone: (909) 794-1123	Phone: (909) 790-2157
FAX: (909) 794-1125	FAX: (909) 794-1125
E-Mail: azarate@fs.fed.us	E-Mail: johnpauljp@earthlink.net

16. DAVIS-BACON OR SERVICE CONTRACT ACT^[UFS28]. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

17. COPYRIGHTING (1).^[UFS29] The cooperator is granted sole and exclusive right to copyright original text or graphics^[UFS30], including 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 the copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who

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intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The 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 shall be transferred to any sub-agreements or subcontracts. This provision includes:

- a. The copyright in any work developed by the^[UFS31] Association under this instrument.
- b. Any rights of copyright to which the^[UFS32] Association purchases ownership with any Federal contributions.

^[UFS33]

18. **ENDORSEMENT**^[UFS34]. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.



 OME WILSON, President
 San gonio Wilderness Association^[UFS35]

Date

GENE ZIMMERMAN, Forest Supervisor
San Bernardino National Forest
Pacific Southwest Region^[UFS36]

Date



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SUPPLEMENT TO
INTERPRETIVE ASSOCIATION AGREEMENT NO. [UFS37]
Between
San Bernardino [UFS38] National Forest, USDA Forest Service Region 5 [UFS39]
And
San Gorgonio Wilderness [UFS40] Association

Area of Use Authorization

In accordance with the delegations of authority in the Interpretive Association Agreement, authority is granted to the San Gorgonio Wilderness [UFS41] Association to conduct business on the [UFS42] National Forest sites described below:

San Bernardino [UFS42] National Forest

Forest Liaison and Contract Person: Fran Colwell [UFS43]

For Forest Supervisor's Office

District Liaison and Contact Person: Alfredo Zarate [UFS44]

Front Country [UFS45] Ranger District Office

District Liaison and Contact Person: Gina Thompson [UFS46]

Barton Flats [UFS47] Visitor Center, Mountaintop [UFS48] Ranger District

All other provisions of the Agreement remain as stated; this Supplemental Agreement is executed as of [UFS49] last date written below.

GENE ZIMMERMAN [UFS49], Forest Supervisor
ss San Bernardino [UFS50] National Forest

Date

Executive Director
[UFS50] Association

Date



Page: 1

[UFS1]Insert the Region/Station/Area/Institute name.

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[UFS2]Insert the Region/Station/Area/Institute name.

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[UFS3]Insert the State's name.

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[UFS4]Insert the Legal name of the Association

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[UFS5]Insert the Legal name of the Association

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[UFS6]When development of publication or production of audiovisuals is approved, this is mandatory.

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[UFS7]This is mandatory

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[UFS8]Select the appropriate cost principle and delete the remainder. If the FAR cost principle is selected delete reference to OMB A-133

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[UFS9]This is mandatory when the Forest Service is transferring or exchanging funds.

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[UFS10]Unless the cooperator has already furnished the TIN, this is mandatory when the Forest Service is transferring funds to other than another federal agency. For CO agreements; if a Bill for Collection is to be generated or if a refund is possible, FFIS requires a TIN be used. Otherwise for CO use of this provision is optional.

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[UFS11]Include "supplies" where applicable. When no equipment is approved for purchase, this is mandatory.

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[UFS12]Select and use the appropriate one.

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[UFS13]Include supplies if applicable, if not delete "and supplies".

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[UFS14]This is mandatory, except for Inter or Intra-agency agreement.

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[UFS15]This is mandatory. Optional use for Inter an Intra-agency Agreements depending on the type in IA used.

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[UFS16]This is mandatory. All agreements that produce public information, public education, or public distribution of materials or information.

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[UFS17]Select and use the appropriate one.

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[UFS18]Select and use the appropriate one.

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[UFS19]Select and use the appropriate one.

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[UFS20]Select and use the appropriate one.

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[UFS21]When improvements result from a project on National Forest System lands, this mandatory.

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[UFS22]This is mandatory.

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[UFS23]This is mandatory.

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[UFS24]This is mandatory. For IA, use is optional depending on narrative type agreement or agency form used, where this information may already be captured.

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[UFS25]When open-ended funded instruments are contemplated (FSM 1581 and FSM 1587.03), this is mandatory for the original instrument, but not for modifications to the instrument. This provision is not applicable to Inter and Intra-agency agreements.

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[UFS26]This is mandatory. Check 1509.11 chapter 72 there is more to this provision. (Also, when refunds are required by statute, add the following sentence: Excess funds shall be refunded within 60 days after the effective period.

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[UFS27]This may be changed to accommodate the citing of each party's technical and business representatives, if necessary. However, this is mandatory. For Inter and Intra-agency agreements use is optional depending on narrative form of agreement or other agency form used where this information may already be captured.

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[UFS28]This is mandatory when it is anticipated that the cooperator will be contracting with another party for public works and service type contracts.

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[UFS29]When cooperator publications are or may be developed, this is mandatory.

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[UFS30]Insert name of publications.

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[UFS31]Insert the Association's name

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[UFS32]Insert the Associations's name

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[UFS33]Insert Forest Service person name, address, e-mail and telephone number

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[UFS34]This is mandatory.

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[UFS35]Include name of signatory official on line above; include name of organization on line below.

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[UFS36]Insert FS authorized representative's name, title, and Region/Station/Area/Institute.

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[UFS37]Insert the assigned Forest Service agreement.

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[UFS38]Insert the National Forest name

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[UFS39]Insert the Region/Station/Area/Institute name.

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[UFS40]Insert the Association's name.

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[UFS41]Insert the Association's name

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[UFS42]Insert the National Forest name

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[UFS43]Insert the contact person's name for appropriate National Forest

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[UFS44]Insert the contact person's name for the appropriate Ranger District

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[UFS45]Insert the name of Ranger District

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[UFS46]Insert the contact person's name for the Visitor Center

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[UFS47]Insert the name of the Visitor Center

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[UFS48]Insert the appropriate Ranger District for the Visitor Center

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[UFS49]Insert Name of Forest Supervisor

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[UFS50]Insert the Association's name