FS Agreement No. 13-RO-11031200-022
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila County, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 and Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reathorized and amended, executed between the parties on September 30, 2009.

Project Title: Chip Seal Surfacing Project for Forest Road 55

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the chip sealing of Forest Road 55 (see further description in Exhibit B). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed $227,022.00.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed $227,022.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) Cooperator's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Christine Crawford
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006

V. 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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-3231 FAX: (928) 425-8104 Email: sstratton@co.gila.az.us	Name: Shannon Coons Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8516 FAX: (928) 425-8104 Email: scoons@co.gila.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Christine Crawford Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5279 FAX: (602) 225-5295 Email: cjcrawford@fs.fed.us	Name: Sherry Smith Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT 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 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator 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 Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.

C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

D. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).

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

F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.

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

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

I. 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.

J. MODIFICATION. 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.

K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement 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.

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2013 at which time it will expire unless extended.

M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MICHAEL A. PASTOR, Chairman Date
Gila County

NEIL J. BOSWORTH, Forest Supervisor Date
U.S. Forest Service, Tonto National Forest

MARIAN SHEPPARD, Date
Clerk

BRYAN B. CHAMBERS Date
Deputy Attorney Principal for
BRAD BEAUCHAMP, Gila County Attorney

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

SHERRY J. SMITH Date
U.S. Forest Service Grants Management Specialist

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.