FS Agreement No. 14-RO-11031200-030
Cooperator Agreement No.

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

PARTIES TO AGREEMENT: This agreement, made and entered into this the first day of October, 2014, 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."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Gila County, State of Arizona, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which the Cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that the Cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. INTENT TO COOPERATE. It is the intention of the parties under this agreement to cooperate as follows:

    a. Agree that certain roads under the jurisdiction of the Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.

c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.

d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.

e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.

f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.

2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the Cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the Cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

   Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

   Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this

general agreement and subject to the agreements, provisions, and conditions herein contained.

a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.

b. The project agreement shall include the following elements:

   1. Identification of road or road segment to be improved or constructed.

   2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.

   3. Schedule of construction or improvement work and designation of the party or parties to perform the work.

   4. Estimates of cost of improvement or construction.

   5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

c. If funds are provided by the Cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the Cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to the Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

   The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of the Cooperator to the project unless changed by a modification of the project agreement.

   If funds are provided by the U.S. Forest Service for work to be performed by the Cooperator the arrangements shall be set forth in the project agreement. Payments to the Cooperator shall be made as provided for in the project agreement.

   If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. The Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

   The costs of such easements or other interests in land are to be at the expense of the acquiring party.

   The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish the Cooperator copies of survey notes, maps, and other records.

   To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. The Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Tonto National Forest for the U.S. Forest Service, and the Chair for the Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. 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.

8. MODIFICATION AND TERMINATION.

   a. This agreement may be modified by mutual consent.

   b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

   a. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the U.S. Forest Service.

   b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or the Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.

   c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.

   d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. 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, Director 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@gilacountyaz.gov	Name: Shannon Coons Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8521 FAX: (928) 425-8104 Email: scoons@gilacountyaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Thomas Torres Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5375 FAX: (602) 225-5295 Email: ttorres@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
Alternate U.S. Forest Service Program Manager 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	

11. COMMENCEMENT/EXPIRATION DATE. This agreement is effective October 1, 2014 through September 30, 2019 at which time it will expire unless extended.

12. 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.

    The Director of Public Works is authorized by the Gila County Board of Supervisors as the authorized signatory to approve individual project agreements with cooperative funding or value by or to the County not to exceed $50,000.

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 Board of Supervisors

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

Attest:
MARIAN SHEPPARD
Clerk of the Board

Date

Approved as to Form:

Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date

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

SHERRY J. SMITH
U.S. Forest Service Grants & Agreements
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.

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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.

GILA COUNTY SCHEDULE A

Revision Date: August 2014

TIMBER DISTRICT

ROAD NUMBER	ROAD NAME	MAINT MILES	BEGIN TERMINI	END TERMINI
	LEVEL 2			
29	Roberts Mesa	2.85	Meads Ranch Entrance	FR 289 (Tonto Creek Road)
54	P.V. Wilson	10	SR 288	FR 329
60	A Cross	23.9	FR 661 (Indian Point Campground Road)	SR 288
116	Crouch Mesa	2.7	FH 512	FH 512 (Loop)
128	Naegelin Rim	3	FH 512	Dead End
129	Big Walnut	5.8	County Easement	Private Gate (Marsh Ranch)
130	Little Walnut	2.7	Forest Boundary	FR 2725
131	Jim Sam	3.1	FR 486 (Buzzard Roost / JRR)	Private
134	Flying W (Wilbanks)	6	FR 129 (Big Walnut)	Private
198	Pyeatt Draw	8.4	FR 199 (Houston Mesa Road)	FR 64 (Control Road)
249	Ellingwood Segment	4	FR 200 (Chamberlin Trail)	Private
291	Colcord Road	7.4	FH 512	MP 7.4 End of Level 2 Portion
409	Fort Reno	1.75	SR 188	FR 1382 Trailhead Parking
411	Nagelin Canyon	5.8	FR 187	FR 291 (Colcord Road)
411C	Naeglin Spur	2.5	FH 512	FR 411 (Nagelin Canyon)
424	Bouguet	1	FR 423 (Cline Bouquet)	FR 1717 (split number @ wash)
428	Hardscrabble	6.7	FR 708 (Fossil Creek Road)	Pine City Limits
485	Turkey Creek Mine	1	FR 486 (Buzzard Roost / JRR)	FR 3253
486	Buzzard Roost (JR	7.1	SR 288	FR 485 (Turkey Creek Mine)
604	lambing Creek	6.5	FR 71 (Greenback)	Dead End
609	Bear Head Spring (Malicious Gap)	6.3	FR 71 (Greenback)	FR 416
637	Four Mile Borrow Pit	1	SR 288	Borrow Pit
648	Lone Pine Saddle	1.3	FR 143 (Four Peaks)	Trailhead Parking
788	Naeglin Rim Bypass	0.4	FR 128 (Naegelin Rim)	FR 411 (Naegelin Canyon)
896	Juniper	2	FR 423 (Cline Bouquet)	FR 1717 (Juniper Pit)
1717	Juniper Pit	0.44	FR 896	Juniper Pit
1717	Bouquet Ranch	0.44	FR 424	FR 1718
1718	Bouquet Ranch	0.25	FR 1717	Bouquet Ranch
935	Grasshopper Tank	3	FR 200 (Chamberlin Trail)	MP 3.0
1387	76 Ranch	1.1	FR 184 (Rye Creek)	Private (76 Ranch)
2725	FR 2725	1.7	FR 130 (Little Walnut)	FR 134 (Wilbanks / Flying W)
2990	FR 2990	0.6	FR 200 (Chamberlin Trail)	Private
3253	FR 3253	1	FR 485 (Turkey Creek Mine)	Private (Buzzard Roost Camp)
	Total Level 2	**131.73**		

	LEVEL 3			
29	Roberts Mesa	3.95	FR 64 (Control Road)	Private (Meads Ranch Access Road)
32	Washington Park	3.9	FR 64 (Control Road)	Private
33	Canyon Creek	5.5	FH 512	Bridge @ Canyon Creek
34	Valentine Canyon	2.2	FR 33 (Colcord Ridge)	FR 188 (OW Ranch)
71	Greenback Crossing	12.9	Forest Boundary	Private (Conway Ranch)
100	Nail Ranch South	1.4	FR 202	Private
100	Nail Ranch Fire Exit North	0.46	FR 1000	Private
109	Reservation	4.3	FR 512 North	FR 188 (OW Ranch)
143	El Oso 4 Peaks North	9.3	SR 188	Cattleguard @ FR 648
184	Rye Creek	7.6	SR 188	FR 417 (Gisela Road)
188	OW Ranch	5.3	FH 512	Private (OW Ranch)

190	A Cross Admin	0.8	FR 60 (A Cross Road)	USFS Admin Site
200	Chamberlin Trail	8.8	FH 512	Cattleguard @ Haigler Campground
202	Rock House	5.7	FH 512	FR 202A (intersection)
208	Jim Jones Shooting Range	1.7	SR 87	Private @ Shooting Range
405	Bear Flat	3.2	FR 405A	Private
405A	Little Green Valley	2.7	SR 260 East	FR 405 (Bear Flat)
3730	Ponderosa Bypass	0.6	Ponderosa Campground Entrance	FR 405A
411	Nagelin Canyon	3.7	FH 512	FR 187 Intersection
414	Rye Cypress	0.5	SR 87 Southbound	FR 1024 Intersection to Private
419	Barnhardt	5.2	SR 87 Southbound	Barnhardt Trailhead Parking
426	Grantham Ranch	2.8	FR 423 (Cline Blvd)	Private (Grantham Ranch)
440	Camp Geronimo	2.1	FR 64 (Control Road)	Private (Camp Geronimo)
3731	Control Road Bypass	0.25	FR 440 (Camp Geronimo)	FR 64 (Control Road)
458	Geronimo Estates	0.6	FR 64 (Control Road)	Private (Geronimo Estates)
470	Bar X	1	SR 188	FR 423 (Cline Blvd)
526	Cholla Bay Access	0.3	SR 188	Cholla Bay
1000	Frog Pond	2.3	FH 512	FR 100 (Nail Ranch South)
1190	Verde Glenn	1.7	FR 64 (Control Road)	Private
	Total Level 3	**100.76**		

	LEVEL 4			
60	A-Cross North (Indian Point Access)	2.1	SR 188	FR 661 (Indian Point Campground)
64	Control Road	17.3	SR 87	FR 430 (Pyle Ranch)
272	Flowing Springs Road	2	SR 87	Private
FH 512	Young Highway	15.2	Forest Boundary South	Forest Boundary North
	Total Level 4	**36.6**		

	LEVEL 5			
406	Doll Baby	6.3	Payson City Limits	Private
661	Indian Point	2	FR 60 (A Cross)	Boat Ramp
874	Cholla Campground Main	0.7	SR 188	Loop End in Campground
874A	Cholla Boat Ramp Access	0.5	FR 874	Boat Ramp
	Total Level 5	**9.5**		

GILA COUNTY SCHEDULE A

Revision Date: August 2014

COPPER DISTRICT

ROAD NUMBER	ROAD NAME	MAINT MILES	BEGIN TERMINI	END TERMINI
	LEVEL 2			
73	Jordans	0.5	SR 188	Private
87	Dagger Ranch	1	FR 203 (Cherry Creek Road)	Gate / Private
97	Jack Shoe Ranch	3	FR 60 (A Cross)	Private (Jack Shoe Ranch)
189	Coon Creek Trail	4.8	SR 288	Trailhead Parking
202	Rockhouse	5.7	FR 203 (Cherry Creek Road)	Corrals
203A	Bull Canyon Trailhead	5.9	FR 203 (Cherry Creek Road)	Trailhead Parking
216	Pinky Norris	1.4	US 60	Private
219	HorseShoe Bend	8.9	Private	MP 8.9 (Top of Hill)
220	Richmond Basin	7.2	FR 219 (Horseshoe Bend)	End
223	Shute Spring	4.7	FR 219 (Horseshoe Bend)	Shute Springs
224	Copper Hills	6.8	US 60	Forest Bdy.
287B	Castle Dome	2.6	FR 287 (Pinto Valley Mine)	FR 608
303A	Gleason Flat	2.1	FR 303	MP 2.1 (Top of Hill)
304	Chrysotile	2.6	US 60 / 77	MP 2.6 @ Wash
304A	Chrysotile Access Road	1	FR 304	Gate / Private
395	Kings Canyon	4.7	FR 594 (Nugget Mesa)	County Road
396	Eads Wash	1	FR 465 (River)	MP 1.0 (Toilet Bld)
429	Mills Ridge	6	SR 188	Trailhead Parking
449A	Campaign Creek Spur	5.1	FR 449 (Campaign Creek)	Trailhead Parking
473	Regal Mine	6.7	Forest Boundary	Private
584	Winters Ranch	1.6	SR 60/77	Private Access
594	Nugget Mesa	4.9	Bixby Road	Dead End
608	Bohme Ranch	1.3	FR 287B (Castle Dome)	FR 2608
644	Redmond Flat	3.7	FR 223	End
645	Yankee Joe Loop	8.3	FR 303	FR 303 (Loop)
647	Game Loop	0.5	SR 188	Cholla Well Site
906	Warnica Springs	1.7	Forest Boundary	End
2568	FR 2568	0.4	FR 349 (Simpson Lake)	Private
2619	FR 2619	1.4	FR 395	Private
	Total Level 2	**105.5**		
	LEVEL 3			
83	Black Bush Ranch	2.4	SR 188	Black Brush HQ
173	Frazier Trailhead	0.2	SR 188	Trailhead Parking
203	Cherry Creek	19.6	SR 288	Ellison Ranch
303	Haystack	14.1	US 60/77	FR 1052
349	Simpson Lake	5.8	US 60/77	FR 2568
377	Jones Water Rec	0.7	US 60/77	End Campground Loop
445	Three Bar Cabin	3.2	SR 188	FR 445A
445A	Three Bar Cabin	0.7	FR 445	Gate @ Cabin
446	Roosevelt Estates	0.5	FR 445 (Schoolhouse)	Private
448	Tidwell	1.4	SR 188	Private
449	Campaign Creek	3.2	SR 188	Trailhead Parking
	Total Level 3	**51.8**		
	LEVEL 5			
465	River	1.8	SR 288	End / Loop
321	Frazier Campground	0.4	SR 188	End Northernmost Loop
321A	Frazier Campground	0.6	FR 321	End / East Parking
321B	Frazier Campground	0.2	FR 321A	End / West Equestrian Parking
82	Windy Hill	2.4	SR 188	Boat Ramp
84	Grapevine Main	2.2	SR 188	Boat Ramp
447	Schoolhouse	3.7	SR 188	Boat Ramp
	Total Level 5	**11.3**		