

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA. THE MEETING ROOMS WILL BE OPEN TO THE PUBLIC AT 9:00 A.M.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the April 18th Special Meeting agenda by no later than 5 p.m. on Wednesday, April 17th, by emailing the Deputy Clerk of the Board at strimble@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and your residence address in the email.

SPECIAL MEETING - THURSDAY, APRIL 18, 2024 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the Challenge Cost Share Agreement No. 24-CS-11031200-108 in the amount of \$165,000 between Gila County and the U.S. Department of Agriculture, Forest Service Southwestern Region, Tonto National Forest. **(Homero Vela)**
3. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

4. At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-8718

Regular Agenda Item 2. A.

Special BOS Meeting

Meeting Date: 04/18/2024

Submitted For: Homero Vela, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Approval to execute Challenge Cost Share Agreement No. 24-CS-11031200-108 between Gila County and the USDA (U.S. Department of Agriculture), Forest Service Southwestern Region, Tonto National Forest.

Background Information

This work involves the production of the environmental review documents and clearances associated with the Gila County Material Source (Pit) Expansion Project for the following mineral material pits: Braddock, Ramer, Castle Dome, and 824 (Bottle Springs).

Gila County has proposed the expansion of these source sites to facilitate ongoing work by Gila County to maintain roads located on the Tonto National Forest (TNF) in accordance with the current Cooperative Forest Road Agreement. To proceed with the expansion of the pits, Gila County will contract out the development of the environmental documents, including an Environmental Analysis (EA) and supporting documentation.

The estimated cost to complete the requirements for an EA for all four sites is \$278,931.00. The Forest Service has offered to fund \$165,000.00. Gila County would be responsible for \$113,931.

Evaluation

The Challenge Cost Share Agreement No. 24-CS-11031200-108 between Gila County and the TNF will allow for the expansion and long-term use of the Braddock, Ramer, Castle Dome, and 824 (Bottle Springs) pits. The cost to satisfy the National Environmental Policy Act requirements will be shared between Gila County and the TNF. The pits are located strategically across the county and minimize transportation costs.

Conclusion

Material pits in the Forest Service area help reduce the cost of graveling all dirt roads in Gila County. The expansion and addition of new material pits is a strategic initiative that allows Gila County to continue to maintain 550 miles of dirt roads.

Recommendation

Gila County Public Works Director recommends the Chairman's signature on the Challenge Cost Share Agreement No. 24-CS-11031200-108 between Gila County and the USDA, Forest Service Southwestern Region, Tonto National Forest.

Suggested Motion

Information/Discussion/Action to approve the Challenge Cost Share Agreement No. 24-CS-11031200-108 in the amount of \$165,000 between Gila County and the U.S. Department of Agriculture, Forest Service Southwestern Region, Tonto National Forest. **(Homero Vela)**

Attachments

USDA Forest Service Agreement No. 24-CS-11031200-108

Approval as to form

FS Agreement No. 24-CS-11031200-108

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between
GILA COUNTY, AZ
And The
USDA, FOREST SERVICE
SOUTHWESTERN REGION, TONTO NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Gila County, AZ, hereinafter referred to as “Gila County,” and the United States Department of Agriculture (USDA), U.S. Forest Service, Tonto National Forest hereinafter referred to as the “Forest Service,” under the authority: Interior and Related Appropriations Act of 1992, Pub. L. 102-154.

Background: This work involves production of the environmental review documents and clearances associated with the Gila County Material Source (Pit) Expansion Project for the following mineral material pits: Braddock, Ramer, Castle Dome, and 824 (Bottle Springs).

Gila County has proposed the expansion of these source sites to facilitate ongoing work by Gila County to maintain roads located on the Tonto National Forest (TNF) in accordance with the current Cooperative Forest Road Agreement. To proceed with expansion of the material source sites, Gila County will contract out the development of environmental documents, including an Environmental Assessment (EA) and supporting technical documentation.

Title: Pit Expansion Project in Gila County

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to develop environmental documents for the Pit Expansion Project in Gila County in accordance with the following provisions and the hereby incorporated Exhibit A Financial Plan, Exhibit B Statement of Work and Exhibit C Project Map.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is mutually beneficial for both the parties to obtain environmental documentation required for the expansion for material sources Braddock, Ramer, Castle Dome, and 824. These source sites play a critical role in supplying surfacing materials for State, County, and National Forest Service roads.

This, in turn, strengthens the structural integrity of these roads for all parties. Additionally, many of these roads serve as mutually beneficial access routes for vehicles and equipment,



facilitating fuels reduction projects in alignment with the Wildfire Crisis Strategy of the U.S. Forest Service and Gila County.

In consideration of the above premises, the parties agree as follows:

III. GILA COUNTY PUBLIC WORKS SHALL:

- A. LEGAL AUTHORITY. Gila County 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 attached Financial Plan and Statement of Work, Exhibit A and B and Project Map in Exhibit C.
- C. Follow all Forest Service requirements and policies from applicable Manuals, Handbooks, Plans, and any other applicable guidance documents the Forest Service provides.
- D. Work with the Forest Service designated Interdisciplinary Team.
- E. Gila County will be providing project management and contract administration for contracted activities associated with the environmental process for the Material Source Pit Expansion Project.
- F. Gila County is to prepare environmental documents, including an EA and supporting technical documentation to facilitate environmental clearance in support of expanding four material source sites, Braddock, Ramer, Castle Dome, and 824 (Bottle Springs) that are located on the TNF. Materials from these source locations will be used for road maintenance and resurfacing of existing roadways close to each site.
- G. Gila County will conduct project management and contract administration for this project. Through one contract, Gila County will contract out environmental studies that include the following items as identified in the Consultant's Scope of Services.
 - Project Description for Schedule of Proposed Actions (SOPA)
 - Data Collection for Environmental Clearance Limits
 - Agency/Public Scoping
 - Biological Resources Evaluation
 - Section 404 Clean Water Act (CWA)
 - Cultural Resources
 - Environmental Assessment
 - Project Team Coordination

IV. THE FOREST SERVICE SHALL:



- A. PAYMENT/REIMBURSEMENT. The Forest Service shall reimburse Gila County for the Forest Service's share of actual expenses incurred, not to exceed \$165,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of Gila County's annual invoice. Each invoice from Gila County shall display the total project costs for the billing period, separated by Forest Service and Gila County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Gila County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. Gila County name, address, and telephone number.
2. Forest Service agreement number: 24-CS-11031200-108
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and Gila County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance
Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Kimberly Moore, kimberly.moore@usda.gov



- B. Perform in accordance with the attached Financial Plan and Statement of Work, Exhibit A and B and Project Map in Exhibit C.
- C. Provide all required policies and procedures.
- D. The U.S. Forest Service will review and approve the Scope of Services prior to the commencement of work. U.S. Forest Service resource specialists will review consultant prepared documents and conduct close-out and post-construction tasks. The TNF will also take the lead in consulting with Tribes, as part of Government-to-Government Consultation.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED 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
Thomas Goodman 745 N Rose Mofford Way Globe, AZ 85501 Telephone: 928-402-8507 Email: tgoodman@gilacountyaz.gov	Homero Vela 745 N Rose Mofford Way Globe, AZ 85501 Telephone: 928-240-0219 Email: hvela@gilacountyaz.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Kimberly Moore, Geologist Tonto National Forest 7680 S. Six Shooter Canyon Rd. Globe, AZ 85501 Telephone: 928-940-3318 Email: kimberly.moore@usda.gov	Virginia Carico, Business Operations Staff Officer 2324 E. McDowell Road Phoenix, AZ 85006 Telephone: 602-225-5368 Email: virginia.carico@usda.gov

- B. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.



- C. Funds may not be used for any activity carried out on any land that is not National Forest System land, including other forested land on Federal, State, Tribal, or private land.
- D. 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 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Gila County 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 Gila County fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds Gila County has expended in violation of sections 433 and 434.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or Gila County are 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 Gila County, at the 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.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or Gila County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of Gila County's contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of Gila County's products or activities.



- H. USE OF FOREST SERVICE INSIGNIA. In order for Gila County 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 the Forest Service Tonto National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service will notify the Gila County when permission is granted.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Gila County agree(s) that any of Gila County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Gila County has hereby willingly agreed to assume these responsibilities.
- Further, Gila County shall provide any necessary training to Gila County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Gila County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. NONDISCRIMINATION. 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 a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- L. ELIGIBLE WORKERS. Gila County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Gila County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- M. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Gila County shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for



Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

N. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

Gila County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Gila County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Gila County shall maintain effective control over and accountability for all Forest Service funds. Gila County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

4. Source Documentation

Gila County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

O. **INDIRECT COST RATES- PARTNERSHIP.** Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent



- of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).
2. For rates greater than 10 percent and less than 25 percent, shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the Forest Service may require that request a federally approved rate from 's cognizant audit agency no later than 3 months after the effective date of the agreement. will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.
- P. OVERPAYMENT. Any funds paid to Gila County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Gila County to the Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;
- If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:
1. Making an administrative offset against other requests for reimbursement.
 2. Withholding advance payments otherwise due to Gila County.
 3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).
- Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.
- Q. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.



Any unobligated balance of cash advanced to Gila County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by Gila County.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- R. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information

Gila County shall submit **quarterly** performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with Gila County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- S. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 20 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.
- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Gila County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Gila County shall provide access and the right to examine all records related to this agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.



If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- U. 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).

- V. 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.
- W. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. Gila County is 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:

"The Tonto National Forest of the U. S. Forest Service, Department of Agriculture is working cooperatively with the Gila County to obtain environmental documentation required for the expansion of material sources."

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

- X. FUNDING FOR EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of Gila County's purchase of



equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.

- Y. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the Forest Service becomes 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 Gila County to any interest in the improvements, other than the right to use them under applicable Forest Service regulations.
- Z. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following Gila County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Gila County must maintain cost and price analysis documentation for potential Forest Service review. Gila County is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- AA. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Gila County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Gila County 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."

- CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Gila County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute



or regulation, an assurance, or the agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Gila County or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Gila County's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

DD. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the Forest Service and Gila County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Gila County to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, Gila County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to Gila County for the United States Federal share of the non-cancelable obligations properly incurred by Gila County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

EE. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. 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.

FF. DEBARMENT AND SUSPENSION. Gila County 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 Gila County 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.

GG. COPYRIGHTING. Gila County is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes 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 copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the Forest Service must 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 must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by Gila County under this agreement.
- Any right of copyright to which Gila County purchase(s) ownership with any Federal contributions.

HH. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.



(d) If the Government determines that the recipient is not in compliance with this award provision, it:

- (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
- (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

II. PUBLICATION SALE. Gila County may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

JJ. 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.

KK. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through five years from that date at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

LL. 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.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

James Menlove, Clerk of the Board

Stephen Christensen, Chairman

Approved as to form:

The Gila County Attorney's Office



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

Date

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

BROOKE S. RICE (24-CS-11031200-108)
Forest Service Grants Management 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.

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.

Exhibit USFS Agreement No.: Mod. No.: Cooperator Agreement No.: **Note: This Financial Plan may be used when:**

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$10,000.00	\$0.00	\$30,000.00	\$0.00	\$40,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$165,000.00	\$113,931.00	\$0.00	\$278,931.00
Other					\$0.00
Subtotal	\$10,000.00	\$165,000.00	\$143,931.00	\$0.00	\$318,931.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,600.00				\$1,600.00
Total	\$11,600.00	\$165,000.00	\$143,931.00	\$0.00	
Total Project Value:					\$320,531.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 55.10%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 44.90%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Forest level staff & specialist review of environmental documents (including the EA), clearances, and supporting documentation		\$500.00	20.00		\$10,000.00
GS-09/GS-11					\$0.00
Total Salaries/Labor					\$10,000.00
Subtotal Direct Costs			\$10,000.00		

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
16.00%	\$10,000.00			\$1,600.00
Total FS Overhead Costs				\$1,600.00

TOTAL COST	\$11,600.00
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Funding to cover a portion of one contract for developing environmental documents (including the EA), obtaining clearances, and providing supporting documentation for project					
		1.00	\$165,000.00		\$165,000.00
Total Other					\$165,000.00

Subtotal Direct Costs	\$165,000.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$165,000.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$165,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
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County level staff/specialist
review of environmental
documents (including the
EA), clearances, and
supporting documentation.
Coordination/contract
administration with 3rd
party contractor preparing
the documents under one
contract.

\$500.00

60.00

\$30,000.00

Total Salaries/Labor

\$30,000.00

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
------	--	------------	-----------	--	-------

Funding to cover the
remainder of one contract
for developing
environmental documents
(including the EA), getting
clearances, and providing
supporting documentation
for project.

1.00 \$113,931.00

\$113,931.00

Total Other

\$113,931.00

Subtotal Direct Costs

\$143,931.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
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\$143,931.00

\$0.00

Total Coop. Indirect Costs

\$0.00

TOTAL COST

\$143,931.00

STATEMENT OF WORK
24-CS-11031200-108 Exhibit B
Pit Expansion Project in Gila County
Gila County & Tonto National Forest Engineering

I. BACKGROUND

Summary:

This work involves production of the environmental review documents and clearances associated with the Gila County Material Source (Pit) Expansion Project for the following mineral material pits: Braddock, Ramer, Castle Dome, and 824 (Bottle Springs). These source sites play a critical role in supplying surfacing materials for State, County, and National Forest Service roads. This, in turn, strengthens the structural integrity of these roads. Additionally, many of these roads serve as access routes for vehicles and equipment, facilitating fuels reduction projects in alignment with the Wildfire Crisis Strategy.

Gila County has proposed the expansion of these source sites to facilitate ongoing work by Gila County to maintain roads located on the Tonto National Forest (TNF) in accordance with the current Cooperative Forest Road Agreement. To proceed with expansion of the material source sites, Gila County will contract out the development of environmental documents, including an Environmental Assessment (EA) and supporting technical documentation.

The environmental assessment will include all four material source locations including Braddock, Ramer, Castle Dome, and 824 (Bottle Springs) (Table 1).

Table 1: List of Material Source Sites, proposed disturbance area, and locations.

Project Site	Existing Disturbance * Area (acres)	New Disturbance * Area (acres)	District	Approximate location	
				Latitude	Longitude
Braddock	0.2	6.2	Tonto Basin	33.6630	-110.9216
Ramer	1.7	8.5	Payson-PV	34.1982	-110.7903
Castle Dome	4.2	21.6	Globe	33.3982	-110.9468
824 (Bottle Springs)	4	14	Payson-PV	34.1422	-110.8409

*Disturbance = removal of trees, topsoil, and materials.

Rationale:

Proper maintenance of roadways within the TNF provides access for land management needs, protects resources, and serves the public. To maintain roadways for the health and wellbeing of the forest and the public, materials such as gravel, clay, boulders, and sand are a necessity. However, materials can be unnecessarily costly to obtain and material transportation to work sites results in increased damage to roadways from a high number of haul trucks and will

contribute to localized pollution. Fortunately, the TNF has a wealth of Mineral Material resources which can be sourced nearby to worksites. The four sites have been identified for their ideal mechanical properties and their proximity to well-traveled roadways. Access and expansion to the material source sites will facilitate necessary road maintenance into the near future and promotes access for local communities and homesteads, timber sales, fuels reduction, range program, and emergency response, benefiting the public, the county and the Forest Service.

II. SCOPE OF WORK

The scope of work for this agreement with Gila County is to prepare environmental documents, including an EA and supporting technical documentation to facilitate environmental clearance in support of expanding four material source sites – Braddock, Ramer, Castle Dome, and 824 (Bottle Springs) – that are located on the TNF. Materials from these source locations will be used for road maintenance and resurfacing of existing roadways close to each site.

Total project costs are estimated at \$278,931. The U.S. Forest Service will allocate \$165,000.00 to assist in project delivery, while the County will be responsible for covering the remaining expenses.

Gila County will conduct project management and contract administration for this project. Through one contract, Gila County will contract out environmental studies that include the following items as identified in the Consultant's Scope of Services.

- *Project Description for Schedule of Proposed Actions (SOPA)*
- *Data Collection for Environmental Clearance Limits*
- *Agency/Public Scoping*
- *Biological Resources Evaluation*
- *Section 404 Clean Water Act (CWA)*
- *Cultural Resources*
- *Environmental Assessment*
- *Project Team Coordination*

Work shall not commence until the Consultant's Scope of Services is reviewed and approved by Gila County and the TNF.

U.S. Forest Service resource specialists will review consultant prepared documents and conduct close-out and post-construction tasks. The TNF will also take the lead in consulting with Tribes, as part of Government-to-Government Consultation.

III. DEFINITIONS

Not applicable.

IV. GOVERNMENT FURNISHED MATERIALS

No Federal Government furnished materials will be supplied as part of this agreement. Only funding is being provided under this Challenge Cost-Share agreement.

V. RECIPIENT FURNISHED ITEMS/SERVICES

Gila County will be providing project management and contract administration for contracted activities associated with the environmental process for the Gila CO. Material Source (Pit) Expansion Project. The County will be responsible for providing quarterly performance/status reports and financial reports and for coordinating any necessary reviews by other entities outside of the County and the Tonto National Forest. The County will also be responsible for obtaining any necessary signatures on this document.

VI. TIMEFRAME

The timeframe to complete items captured in this statement of work will be a maximum of five years from the final signature being obtained on the agreement documents.

VII. DELIVERABLES

1. Environmental Studies
 - a. Project Description for Schedule of Proposed Actions (SOPA)
 - b. Environmental Clearance Limits documentation
 - a. Agency/Public Scoping and associated documents
 - b. Biological Resources Evaluation
 - c. Preliminary Jurisdictional Delineation regarding Section 404 Clean Water Act
 - i. If applicable, a Section 404 Nationwide Permit Preconstruction Notification package
 - d. Cultural Recourses Evaluations
2. Environmental Assessment Preparation documents
 - a. Preliminary EA draft for TNF review (Three rounds)
 - b. Subsequent Preliminary EA for Cooperating Agencies, if applicable
 - c. Subsequent Preliminary EA for Public Review and Comments
 - d. Public commentary summary and response
 - e. Revised EA for TNF review (Three rounds)
 - f. Draft documents for the final EA and final decision (with the assistance of TNF)

VIII. QUALITY ASSURANCE

Quality Assurance reviews of revised/updated information used for this project shall be completed by Gila fCounty. These reviews shall be coordinated with Tonto National Forest as for concurrence/approvals of the changes made.

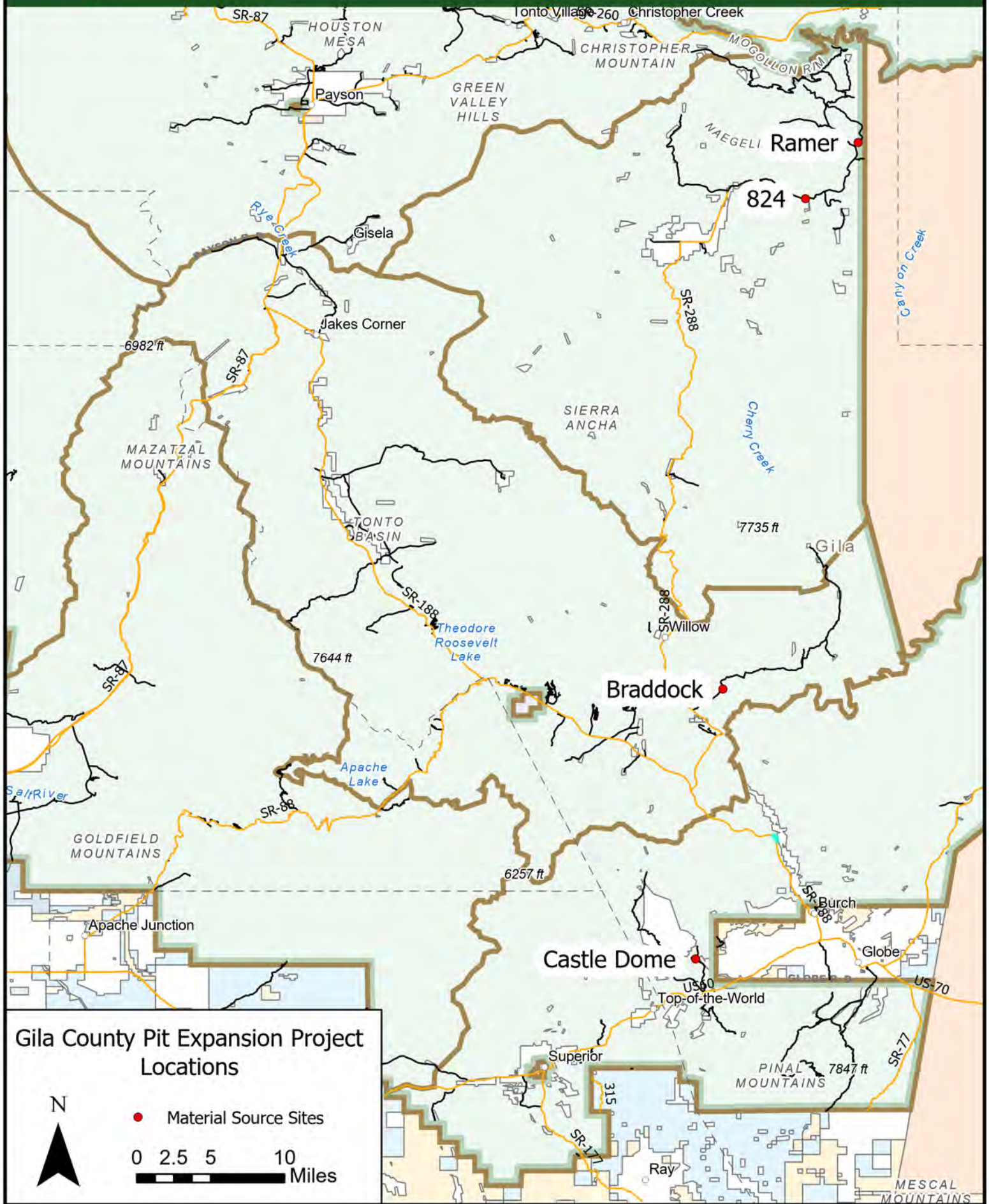
IX. POINTS OF CONTACT

Gila County Public Works – Thomas Goodman, (928) 402-8507, hvela@gilacountyaz.gov

Tonto National Forest Minerals – Kimberly Moore, (928) 940-3318, kimberly.moore@usda.gov

Tonto National Forest Engineering – Michelle Tom, (480) 826-7660, michelle.tom@usda.gov

Tonto National Forest Grants & Agreements – Brooke Rice, brooke.rice@usda.gov



APPROVAL AS TO FORM

The Gila County Attorney's office has reviewed this agreement and approved it as to proper form as required by A.R.S. § 11-952(D). When reviewing this agreement for proper form we consider whether the following have been addressed:

1. Identification of parties.
2. Offer and acceptance.
3. Existence of consideration (we do not review to consider adequacy of consideration).
4. That certain provisions specifically required by statute are included (e.g. provisions concerning non-availability of funds and conflict of interest (A.R.S. § 38-511)).
5. That the agreement is within the powers and authority granted under the laws of the State of Arizona to the client.

We have not reviewed the agreement for other issues. Therefore, approval as to proper form should not be considered as approval of the appropriateness of the terms and conditions of the agreement of the underlying transaction. In addition, approval as to form should not be considered approval of the underlying policy considerations addressed by the agreement.

Dated

Signed