



Deschutes County Board of Commissioners
1300 NW Wall Street, Suite 200, Bend OR 97701-1960
541.388.6570 – Fax 541.385.3202 – www.deschutes.org

AGENDA REQUEST AND STAFF REPORT

For Board Business Meeting of: June 3, 2015

DATE: May 21, 2015

FROM: Chris Doty Road Department Phone: 541.322.7105

TITLE OF AGENDA ITEM:

Consideration of Board Signature of contract #2015-327 (USFS Agreement #15-RO-11060120-018) which continues the Cooperative Forest Road Agreement through June 30, 2020.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County and the United States Forest Service enter into a Cooperative Forest Road Agreement to articulate the expectations of improvement, maintenance, and planning associated with approximately 132 miles of road in Deschutes County in which the USFS is the jurisdictional authority and Deschutes County provides maintenance. The list of roads, attached, represent roads in which "...Cooperator has jurisdiction, and such roads carry substantial volumes of public service traffic as well as National Forest traffic..."

Staff has reviewed the road list and is in agreement that the presence of "local traffic" warrants continuation of maintenance services provided by Deschutes County. No changes have been proposed from the prior agreement approved in 2010. The Forest Highways maintained by Deschutes County are candidates for Federal Land Access Program funds to help offset the cost of overlay, chip seal, bridge replacement, and reconstruction.

The existing agreement expires on June 30, 2015 and the USFS has requested a new five year contract.

FISCAL IMPLICATIONS:

No change from existing practice.

RECOMMENDATION AND ACTION REQUESTED:

Approval, with suggested motion: "I move to authorize Board signature of Agreement #2015-327, a Cooperative Forest Road Agreement with the United States Forest Service".

ATTENDANCE: Chris Doty, Director

DISTRIBUTION OF DOCUMENTS: The USFS has requested a signed pdf of the agreement emailed to Kristen Bowles, kbowles@fs.fed.us (541.383.5543) as well as Chris Doty, Deschutes County Road Department Director.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document: Road Agreement

Goods and/or Services: Road Maintenance, etc

Background & History: This is the standard USFS 5-year agreement for county maintenance of USFS facilities

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
 - Informal quotes (<\$150K)
 - Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)
-

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:

Phone #:

Departmental Contact and Title: Chris Doty

Phone #:

541-322-7105

Department Director Approval: _____

Signature

_____ Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review

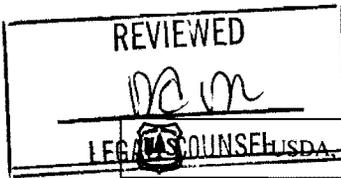
DDM

Date

5/22/15

Document Number

2015 327



FS Agreement No. 15-RO-11060120-018
Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
DESCHUTES COUNTY, STATE OF OREGON
And The
USDA, FOREST SERVICE
DESCHUTES NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the _____ day of _____, 2015, by and between Deschutes County, State of Oregon, hereinafter referred to as "Cooperator," and the USDA, Forest Service Deschutes 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 Deschutes County, State of Oregon, 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 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 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 Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

DC-2015-327



- 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 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 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 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 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 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 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 Cooperator the arrangements shall be set forth in the project agreement. Payments to 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. 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 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. 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 Deschutes National Forest for the U.S. Forest Service, and Road Department Director for 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 Cooperatives, 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 60 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. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or 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
Chris Doty, DC Rd. Department Director 61150 SE 27 th Street Bend, OR 97702 Telephone: 541.322.7105 FAX: 541.388.2719 Email: chris.doty@deschutes.org	Tom Anderson, DC Administrator 1300 NW Wall Street Bend, OR 97701 Telephone: 541.388.6565 FAX: 541.385.3202 Email: tom.anderson@deschutes.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Marcos Romero 63095 Deschutes Market Rd Bend, OR 97701 Telephone: 541-383-5624 FAX: 541-383-5544 Email: mromero@fs.fed.us	Kristen Bowles 63095 Deschutes Market Rd Bend, OR 97701 Telephone: 541-383-5543 FAX: 541-383-5544 Email: kbowles@fs.fed.us

11. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).**

Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). 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.

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

13. **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.

JOHN ALLEN, Forest Supervisor
U.S. Forest Service, Deschutes National Forest

Date



ANTHONY DEBONE
Chair, Deschutes County Commission

Date

TAMMY BANEY
Vice-Chair, Deschutes County Commission

Date

ALAN UNGER
Deschutes County Commission

Date

The authority and format of this agreement (15-RO-11060120-018) have been reviewed and approved for signature.

Kristen Bowles

04/24/2015

KRISTEN BOWLES
U.S. 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.

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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.

SCHEDULE A

In accordance with the criteria set forth in the Master Cooperative Forest Road Agreement, this schedule defines the specific maintenance responsibilities assumed by Deschutes County and the U.S. Forest Service.

A. Roads under the jurisdiction of and for which all maintenance will be assumed by the County:

Road Number	Termini	Length (miles)	Remarks
1110	MP 0.50 (Sisters UGB) to MP 4.20 (FS Rd 1600-370)	3.70	Three Creeks Road
1117	MP 0.00 (Hwy 20) to MP 0.60 (Peterson Ridge Road)	0.60	Harrington Loop Road – West end
1121	MP 0.0 (Hwy 20) to MP 1.60 (End of Pavement)	1.60	McAllister Road
3181	MP 4.96 (Yeoman Rd) to MP 5.27 (Bend City Limits)	0.31	Deschutes Market Road
3388	MP 0.84 (Bend UGB at Knott Rd) to MP 1.84 (Forest Boundary)	1.00	China Hat Road
3535	MP 1.96 (Bend City Limits) to MP 10.04 (FS Road 4601)	8.08	Skyliner Road
4106	MP 0.00 (Hwy 97) to MP 10.98 (South Century Dr)	10.98	Burgess Road
4107	MP 21.98 (OR Hwy 272) to MP 60.87 (Klamath Co Line)	38.89	Cascade Lakes Highway
4108	MP 0.00 (Hwy 97) to MP 1.01 (South Century Dr)	1.01	Vandever Road
4112	MP 0.00 (Hwy 97) to MP 2.15 (Spring River Rd)	2.15	South Century Drive
4112	MP 2.15 (Spring River Rd) to MP 18.88 (Burgess Rd)	16.73	South Century Drive
4182	MP 0.00 (Hwy 97) to MP 19.35 (FS Rd 2100-730)	19.35	Paulina Lake Road

4184	MP 0.00 (Hwy 97) to MP 1.30 (LaPine UGB and Forest Bdry)	1.30	Finley Butte Road
4192	MP 0.00 (South Century Dr) to MP 4.05 (River Summit Dr)	4.05	Spring River Road
4554	MP 0.00 (Century Dr) to MP 11.43 (Spring River Rd)	11.43	River Summit Drive
5104/25	MP 0.00 Hwy 20 to MP 6.59 (FS Bdry on Rd 25)	6.59	Spencer Well Road
5104/23	MP 0.00 (Spencer Well Rd) to MP 0.74 (FS Bdry on Rd 23)	0.74	Sand Spring Road (FS Rd 23)
5105	MP 0.00 (Hwy 20) to MP 3.34 (Forest Bdry at Rd 2017)	3.34	Pine Mountain Road

B. Roads under the jurisdiction of and for which all maintenance will be assumed by the U.S. Forest Service:

Road Number	Termini	Length (miles)	Remarks
11	MP 0.00 (US Hwy 20) to FS Road 1170	20.75	Green Ridge Road
12	MP 0.00 (US Hwy 20) to MP 10.30	10.30	Jack Lake Road (Hwy 20 to Dahl Ranch)
12	MP 11.11 to FS Road 14	1.95	Jack Lake Road (Dahl Ranch to Lower Bridge)
14	FS Road 1419 to FS Road 12	10.62	Metolius River Road – Segment 2 (Road 1419 to Lower Bridge)
15	MP 0.00 (OR Hwy 242) to MP 1.80	1.80	Pavement Section
16	MP 4.20 (FS Rd 1600-370) to MP 14.29	10.09	Three Creek Lake Road (Pavement Section)
18	MP 1.84 (Forest Boundary) to Forest Boundary	44.80	China Hat Road
2017	MP 3.30 (Forest Bdry) to MP 8.10 (Pine Mtn Observatory)	4.80	Pine Mountain Road

2070	MP 0.00 (US Hwy 20) to FS Road 2070-890	2.50	Suttle Lake Road (Hwy 20 to Camp Davidson)
2070-500	FS Road 2020 to End of Road	0.97	South Shore Campground Road
21	East Lake Resort to FS Road 18	9.01	Newberry Crater Road
2100-200	County Road 4182 to SnoPark	0.20	6 Mile SnoPark
2100-300	County Road 4182 to SnoPark	0.30	6 Mile SnoPark
2100-400	County Road 4182 to SnoPark	0.30	10 Mile SnoPark
2100-500	MP 0.0 (County Road 4182) to Paulina Peak	4.02	Paulina Peak Road
22	MP 1.30 (Forest Bdry) to Rd 22	39.98	Finley Butte Road
23	MP 0.74 (Forest Bdry) to Rd 22	35.78	Spencer Well Road
25	MP 6.59 (Forest Bdry) to Rd 18	4.01	Camp 2 Road
40	MP 4.05 (River Summit Dr) to Cascade Lakes Hwy	15.07	Three Trappers Road (Spring River Road)
41	MP 0.00 (OR Hwy 272) to Spring River Rd	11.33	Conklin Road
42	MP 18.88 (Burgess Rd) to Cascade Lakes Hwy	9.10	South Century Drive
4200-210	MP 0.00 (South Century Dr) to Subdivision	1.10	Forest Lane
4260	MP 0.00 (FS Rd 42) to End of Pavement	3.30	Twin Lakes Road
4270	MP 0.00 (FS Road 42) to FS Road 40	7.64	Crane Prairie Road
4600-500	Cascade Lakes Hwy to Resort	1.03	Lava Lakes Road
4604	MP 0.00 (Skyliner Rd) to Trailhead	0.05	Phil's Trailhead Road

4606-900	MP 0.05 (Forest Bdry) to MP 0.75 (Harrington Loop)	.025	Peterson Ridge Road
4625	Cascades Lakes Hwy to Cascade Lakes Hwy	3.75	Hosmer Lake / Elk Lake Loop
4635	Cascade Lakes Hwy to Cultus Campground	2.42	Cultus Lake Road
5810	MP 0.00 (OR Hwy 58) to Trapper Creek Bridge	2.00	Odell Lake Road
5825	MP 0.00 (OR Hwy 58) to End of Pavement	1.72	Mowich Road
60	MP 2.26 (FS Road 6005) to End of Pavement	5.85	Crescent Lake Road
62	MP 0.00 (US Hwy 97) to End of Pavement	11.06	Ringo Road
9702	MP 0.00 (Hwy 97) to Trailhead	3.82	East Benham Falls Road
9702-100	MP 0.00 (FS Rd 9702) to Lookout	1.63	Lava Butte Road