

MAR 05 '06

FS Agreement No.
 Department Tax ID No.
 Department Duns No.
 Department Agreement No.

06-CO-11031200-012
 86-6004791 P
 804745339

2/1/06

DEPT	FILE	ACTION
DR	<i>[Signature]</i>	
RECLANDS		
FIRE		
WLD		
RANGE		
FAC		
BUSINESS		

COLLECTION AGREEMENT

Between
USDA, FOREST SERVICE, TONTO NATIONAL FOREST
 And
ARIZONA GAME AND FISH DEPARTMENT

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Tonto National Forest, hereinafter referred to as the Forest Service, and the Arizona Game and Fish Department, hereinafter referred to as the Department under the provisions of the Cooperative Funds Act of June 30, 1914, 16 U.S.C. 498 as amended by Pub. L. 104-127. The Department may enter into agreements with the political subdivisions of the State pursuant to A.R.S. 17-231 (B) (7).

A. PURPOSE:

The Department wishes to contribute \$10,000.00 to the construction of a 3-strand barbed wire livestock management fence on the Campaign Range Allotment within the Tonto Basin Ranger District. The fence is designed to manage livestock access to approximately 1.4 miles of Campaign Creek on Forest System lands. Cattleguards will be installed at the far north and south ends of the exclosed area; a water gap will allow limited livestock access to stream water. In addition, a walk-thru and horse gate will be installed at a trailhead at the far south end of the enclosure for recreation access. Forest Service watershed and ecology specialists will provide long-term monitoring of vegetation and stream channel condition.

B. THE FOREST SERVICE SHALL:

1. Conduct all necessary biological and cultural clearances, NEPA documentation, and project design.
2. Construct the fence and install the cattleguards, walk-thru, and horse gate.
3. Conduct long-term monitoring of vegetation and stream channel condition.
4. Provide a final project report to the Department when the project is completed.
5. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.

C. THE DEPARTMENT SHALL:

1. Provide \$10,000.00 for purchase of project materials, including fencing, cattleguards, and gates.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
3. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the Department or authorized for use for new projects by the Department. Due to processing costs, any balance less than \$40 will not be refunded.
4. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the Department to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
5. LEGAL AUTHORITY. The Department has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
6. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Department(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
7. NON-DISCRIMINATION. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 and all other applicable federal and state laws, rules, and regulations, including the Americans with Disabilities Act, prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
8. RECORDS. Pursuant to Arizona Revised Statute A.R.S. § 35-214 and §35-215, and Section §41-1279.04 as amended, all books, accounts, reports, files, electronic files, and other records relating to the agreement shall be subject at all reasonable times to inspection and audit by the State for five years after

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completion of the agreement. Such records shall be reproduced as designated by the State of Arizona.

9. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Excess funds shall be refunded within 60 days after the effective period.

10. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

Gary Smith, District Ranger
Tonto Basin Ranger District
HC02 Box 4800
Roosevelt, AZ 85545
Phone: 928.467.3200
FAX: 928.467.3239
E-Mail: gsmith@fs.fed.us

Department Project Contact

Natalie Robb, Wildlife Manager
Arizona Game & Fish Department
7200 E. University
Mesa, AZ 85207
Phone: 928.425.8821
FAX: 480.324.3596
E-Mail: nrobb@azgfd.gov

Forest Service Administrative Contact

Grants & Agreements Specialist
Tonto National Forest
Supervisor's Office
2324 E. McDowell Road
Phoenix, AZ 85006
Phone: 602.225.5200
FAX: 602.225.5295
E-Mail:

Department Administrative Contact

Melba Davidson, Manager
Funds/Planning
Arizona Game and Fish Department
2221 W. Greenway Road
Phoenix, AZ 85023-4399
Phone: 602.789.3522
FAX: 602.789.3398
E-Mail: mdavidson@azgfd.gov

11. **ADVANCE BILLING.** Bill the Department prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period. Overhead will not be assessed because contributions will be used for procurement expenses only.

Billings shall be sent to:

Natalie Robb, Arizona Game & Fish Department
7200 E. University Drive
Mesa, AZ 85207

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12. ENDORSEMENT. Any Department contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the Department's product or activities.
13. FOREST SERVICE LIABILITY. The United States Federal Government does not have the authority to indemnify and hold harmless the State of Arizona from any and all claims, liabilities, losses, damages, charges, etc. The State of Arizona does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges, etc. The State of Arizona will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306).
14. ALTERNATIVE DISPUTE RESOLUTION. The Parties agree to engage in any alternative dispute resolution procedures authorized by their statutes, regulations, and court rules, including but not limited to 5 U.S.C. 575 and A.R.S. § 12-1518.
15. ILLEGAL IMMIGRATION. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
16. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through December 30, 2006, at which time it will expire unless extended
17. AUTHORIZED REPRESENTATIVES. By signature below, the Department certifies that the individuals listed in this document as representatives of the Department are authorized to act in their respective areas for matters related to this agreement.
18. TERMINATION FOR CONFLICT OF INTEREST. This Agreement is subject to termination pursuant to A.R.S. § 38-511. The parties agree to comply with all Federal and State rules and regulations.

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The PARTIES HERETO have executed this instrument.

ARIZONA GAME AND FISH
DEPARTMENT

USDA FOREST SERVICE
TONTO NATIONAL FOREST

(61) Stueck-Fuehl 2/22/06
DUANE L. SHROUFE MS DATE
Director

Gene Blankenbaker 2/28/06
GENE BLANKENBAKER DATE
Forest Supervisor

The authority and format of this
instrument has been reviewed and
approved for signature.

Elizabeth A. Vensel 2/1/06
ELIZABETH A. VENSEL DATE
Grants and Agreements Specialist

Job Code: FS _____; \$10,000.00; no indirect cost assessed.

FOR FOREST SERVICE USE ONLY

Agreement:	06-CO-11031200-012
Spending Limit for FY06:	\$10,000.00
Burden (overhead rate):	N/A, funding is used for procurement only
Job Code:	FS
Billing Frequency:	Advance
Vendor ID (multiple partners?):	Tax ID: 86-6004791 P, DUNS: 804745339
If Federal, Agency Location Code:	
Program Manager and Phone #:	Gary Smith 928.467.3200
Termination Date:	December 30, 2006