



FS Agreement No. 19-RO-11081300-268

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE FOREST ROAD AGREEMENT**  
**Between**  
**SABINE COUNTY, TEXAS**  
**And The**  
**USDA, FOREST SERVICE**  
**NATIONAL FORESTS AND GRASSLANDS IN TEXAS**

PARTIES TO AGREEMENT: This agreement, made and entered into this the \_\_\_\_\_ day of July, 2019, by and between the \_\_\_\_\_, hereinafter referred to as "COOPERATOR," and the USDA, Forest Service National Forests and Grasslands, 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 Sabine County, State of Texas, 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.

- 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 Texas National Forest for the U.S. Forest Service, and County Judge 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 30 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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Daryl Melton Address: 201 Main Street City, State, Zip: Hemphill, TX 75948 Telephone: 409.787.3543 Email: daryl.melton@co.sabine.tx.us	Name: Daryl Melton Address: 201 Main Street City, State, Zip: Hemphill, TX 75948 Telephone: 409.787.3543 Email: daryl.melton@co.sabine.tx.us

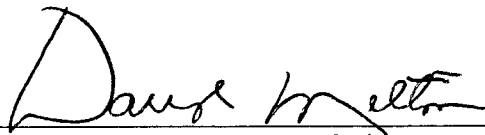


**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Kimpton Cooper Address: 2221 N Raguet Street City, State, Zip: Lufkin, TX Telephone: 936.897.1068 FAX: Email: kimpton.cooper@usda.gov	Name: JoAnn McGee Address: 2800 N. Ocoee Street City, State, Zip: Cleveland, TN 37312 Telephone: 423.476.9710 FAX: 423.476.9721 Email: joann.mcgee@usda.gov

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](http://www.sam.gov).
12. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through 10/01/2024 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.



DARYL MELTON, County Judge  
SABINE COUNTY

9/23/19  
Date

\_\_\_\_\_  
WILLIAM E. TAYLOR, Forest Supervisor  
U.S. Forest Service, NFs and Grasslands in Texas

\_\_\_\_\_  
Date



County Commissioner

Date

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

*JoAnn McGee*

Digitally signed by JO MC GEE  
Date: 2019.06.29 11:46:53 -04'00'

JOANN MCGEE  
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.

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.

**SCHEDULE A**

**USFS Agreement Number:**

**19-RO-11081300-268**

**Sabine**

**National Forest**

**Sabine**

**County, State of Texas**

*Daryl Melton*  
**DARYL MELTON, County Judge**

*9/23/19*  
**Date**

**WILLIAM E. TAYLOR, Forest Supervisor**

**Date**

USFS Agreement Number:		19-RO-11081300-268		
ROAD NAME	ROAD NUMBER		TERMINI	LENGTH
	NFSR	COUNTY		
PRECINCT 1				
Blossom Lane			From SH 87 SE 1.0 Mi. to D.E.	1.00
Nickols Creek			From FM 944 SE 2.05 Mi. to Campsprings	2.05
Campsprings Road			From Nickols Creek NE 0.95 Mi. to FM 944	0.95
Rosa J Drive			From FM 944 Northeast 0.28 Mi. to D.E.	0.28
Ladners Landing		24	From FM 944 South 0.52 Mi. to D.E.	0.52
Rathburn		25	From FM 944 South 0.19 Mi. to D.E.	0.19
Pauls Trail			From North Bayou Road Northwest 1.2 Mi. to D.E.	1.20
Dan Prado Road			From FM 83 North to property line	0.20
Maxie Lane			From Fm 83 Northeast to property line	0.40
North Bayou Road			From SH 83 North 3.55 Mi. to FM 3382	3.55
Landfill		33	From North Bayou Road Southeast 0.4 Mi. to D.E.	0.40
Gomer Lane			From FM 3382 South 0.45 Mi. to D.E	0.45
Bayou Fork			From North Bayou Road North 2.0 Mi. to D.E.	2.00
Bayou Road S			From FM 83 South 5.7 Mi. to Toledo Bend	5.70



**Schedule A**

USFS Agreement Number:		19-RO-11081300-268		
ROAD NAME	ROAD NUMBER		TERMINI	LENGTH
	NFSR	COUNTY		
Busby Point			From FS 115-2 West 1.4 Mi. to D.E.	1.40
Harpers Trail			From South Bayou Road Southeast 1.8 Mi. to D.E.	1.80
Tom Lowe Road			From El Camino Road North 0.79 Mi. to D.E.	0.79
Butler's Point			From FM 3382 East 3.05 Mi. to D.E.	3.05
PRECINCT 2				
Yellowpine	FSR 109		From SH 87 East 1.3 Mi. to FS 109A	1.30
Sulphur Lick	FSR 109A		From FS 109 North 0.8 Mi. to Private land	0.80
Ross Youngblood	FSR 111		From Hwy 87 South 0.9 Mi. to FS 154	0.90
FSR 117F	FSR 117F		From FSR 117 North 1.12 Mi. to Clark-Dickey Smith Cemetery	1.12
Gum Springs	FSR 114		From FS 2426 South 5.9 Mi. to FM 201	5.90
McElroy Cemetery	FSR 114C		From FS 114 West 2.0 Mi. to second private property line	2.00
Bowie	FSR 144		From FS 117 Northeast 6.7 Mi. to SH 87	6.70
Walnut Creek	FSR 154		From FM 2343 East 0.8 Mi. to FS 111	0.80
Cooper	FSR 159		From FM 2443 North 1.1 Mi. to FS 159C	1.10
N/A	FSR 159 C		From Fm 159 East 0.4 Mi. to FS 1242	0.40
Jones Cemetery Road			From FSR 136 West to the cemetery	0.20
Billy Conn Road			From FM 2426 North 0.2 Mi. to D.E.	0.20
Willard James Drive			From FM 2426 North 0.69 Mi. to property line	0.69
Rice Fields			From 2426 SE 3.8 Mi. to FM 2443	3.80
Pleasant Hill Cemetery Road	FSR 159E		From FS 159 Northeast 0.5 Mi. to Pleasant Hill Cemetery	0.50
Scrapping Valley			From FM 201 South 1.3 Mi. to County Line	1.30
Hyden Town Drive			From Scrapping Valley East 0.26 Mi. to D.E.	0.26
Clarktown			From SH 87 West 1.25 Mi. to CountyLine	1.25
Clark Cemetery		8	From County Line North 0.8 Mi. to Cemetery	0.80
Gateway Meadow			From FM 2928 NW 1.55 Mi. to D.E.	1.55

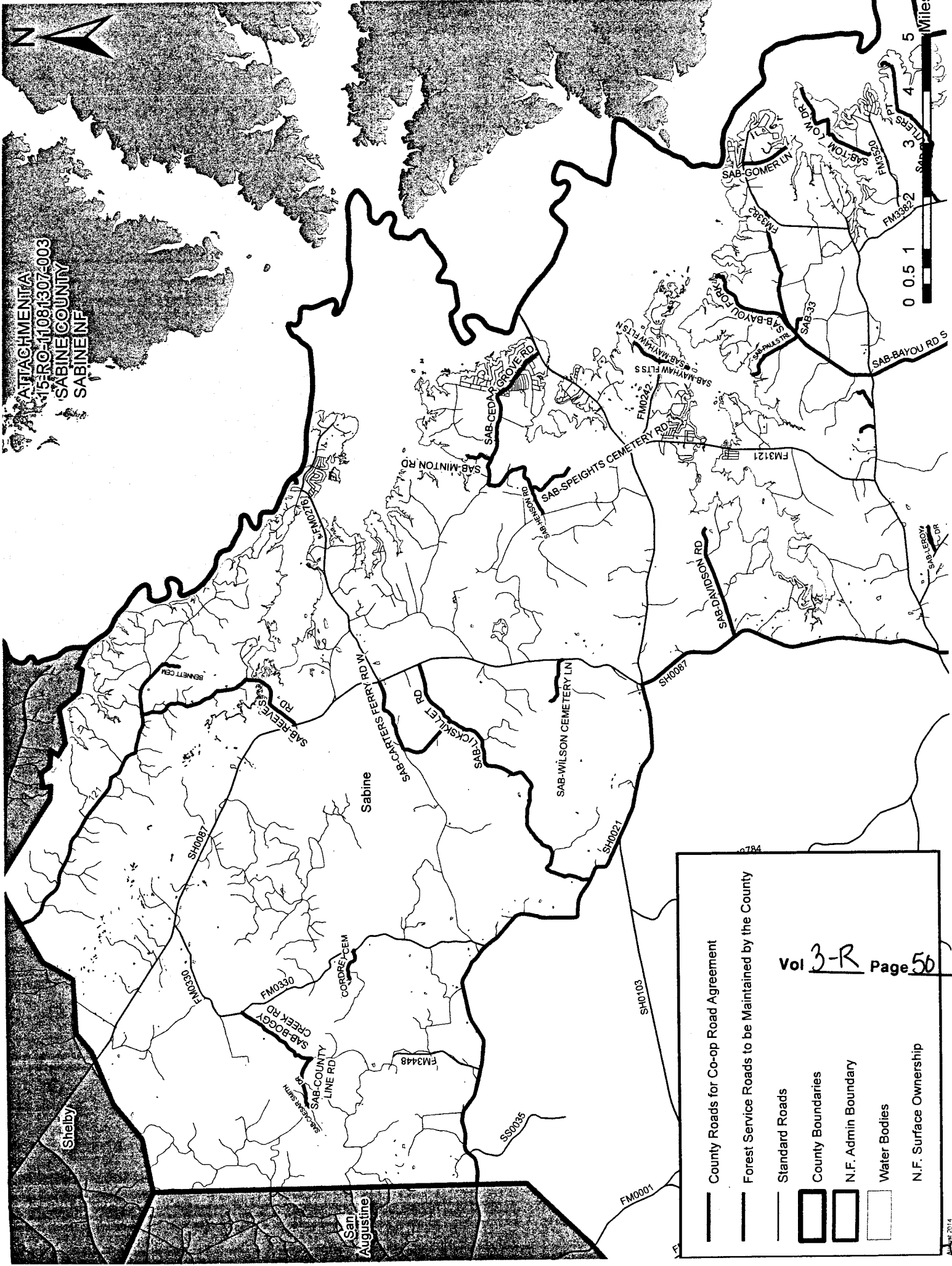
**Schedule A**

USFS Agreement Number:			19-RO-11081300-268	
ROAD NAME	ROAD NUMBER		TERMINI	LENGTH
	NFSR	COUNTY		
CCC Road			From SH 87 Northeast 1.75 Mi. to FM2928	1.75
East CCC Road			From FM 2928 SE 1.8 Mi. to D.E.	1.80
Robert Gooch Trail			From Gateway Meadows East 0.5 Mi. to D.E.	0.50
Arlidge Trail			From FM 2928 West 0.6 Mi. to D.E.	0.60
Tram Trail			From SH 87 Northeast 0.72 Mi. to D.E.	0.72
Oakhill Road			From FM 2928 SE 3.11 Mi. to Lake View Road	3.11
Rose Mary Lane			From Pine Oak Road East 0.65 Mi. to D.E.	0.65
Two Coves		18	From Pine oak Road NW 0.3 Mi. to D.E.	0.30
Sparrow Lane			From Pine Oak RoadNortheast 0.4 Mi. to D.E.	0.40
Mac McDaniel Drive			From Gilley Point Road SE 2.0 Mi. to D.E.	2.00
Gilleys Point Road			From Pine Oake Road S 0.6 Mi. to D.E.	0.60
Mason Town		13	From E. CCC Road SW 0.4 Mi. to D.E.	0.40
Duhan Dr		10	From SH 87 West 0.25 Mi. to D.E.	0.25
PRECINCT 3				
Bill Lowe Drive			From US 96 East 1.97 Mi. to FS-118	1.97
McWilliams Drive			From US 96 East 1.4 Mi. to D.E.	1.40
Barrow Drive			From HSH 149 North 0.55 Mi. to D.E.	0.55
Remlig Sawmill Road			From US 96 East 1.13 Mi. to SAB-Rock Creek Road	1.13
PRECINCT 4				
9 Mile Road	FSR 108		From SAB-Boggy Creek Road West 1.0 Mi. to SAB-Caesar Smith Road	1.00
9 Mile Road	FSR 121		From Shelby-Sabine County Line SE 4.4 Mi. to Bennetts Cem.	4.40
SAB-Ceasar Smith Road			From FSR 108 Southwest to property line	0.61
Boggy Creek Road			FM 2330 SW 2.4 Mi. to County Line Road	2.40
Cordrey Cemetery Road			From Fm 330 West to the cemetery	0.30
Reeves Road			From SH 87 North 3.5 Mi. to FS 121	3.50

**Schedule A**

USFS Agreement Number:		19-RO-11081300-268		
ROAD NAME	ROAD NUMBER		TERMINI	LENGTH
	NFSR	COUNTY		
Bennett Cemetery Road			From FSR 121 South to property line	0.10
Lick Skillet Road			From Gellatly Cemetery Road Southwest 5.9 Mi. to SH 21	5.90
Carter's Ferry Road			From Sh 87 East 1.3 Mi. to Petes Pass Road	1.30
Petes Pass Road			From Lick Skillet Road Northwest 1.0 Mi. to Carters Ferry Road	1.00
Wilson Cemetery Lane			From SH 87 West 1.2 Mi. to Cemetery	1.20
Henson Drive			From FS 110 NE 4.5 Mi. to Cedar Grove Road	4.50
Speight's Cemetery			From Henson Drive South 0.9 Mi. to Cemetery	0.90
Minton Road			From Cedar Grove Road North .2 Mi. to F.S. Property Line	0.20
Cedar Grove Road			From Henson Drive East 2.4 Mi. to SH 21	2.40
Mayhaws Flats South			From Fm 242 South 0.5 Mi. to D.E.	0.50
Mayhaw Flats North			From Fm 242 North 0.3 Mi. to D.E.	0.30
Davidson Road			From SH 87 East 1.3 Mi. to D.E.	1.30
Pine Grove Circle			From Fm 1368 East 0.1 Mi. to Leroy Road	0.10
Leroy Drive			From Pine Grove Circle East 0.4 Mi. to D.E.	0.40
Eppel Drive			From Leroy Drive Northeast 0.3 Mi. to D.E.	0.30
Whitman Drive			From 1368 East 1.1 Mi. to D.E.	1.10

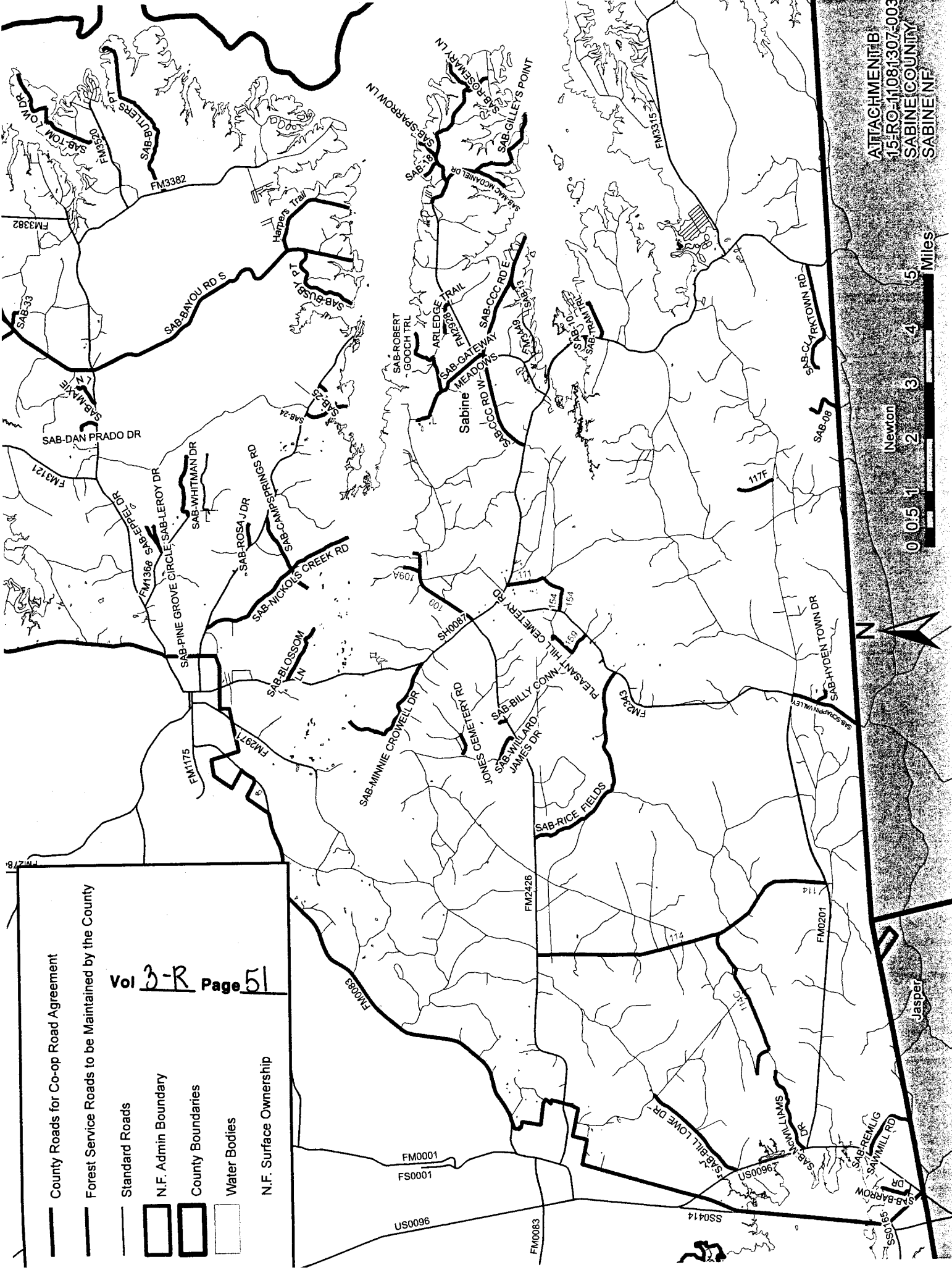
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ATTACHMENT A  
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 SABINE COUNTY  
 SABINE NF

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	County Roads for Co-op Road Agreement
	Forest Service Roads to be Maintained by the County
	Standard Roads
	County Boundaries
	N.F. Admin Boundary
	Water Bodies
	N.F. Surface Ownership



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- County Roads for Co-op Road Agreement
- Forest Service Roads to be Maintained by the County
- Standard Roads
- N.F. Admin Boundary
- County Boundaries
- Water Bodies
- N.F. Surface Ownership

0 0.5 1 2 3 4 5 Miles

