SCHEDULE B

I. STANDARDS FOR PERFORMANCE OF MAINTENANCE, PRESERVATION AND CONSTRUCTION

All duties of this agreement shall be performed as time and resources permit. This agreement shall not constitute a duty nor an expectation that roadways will be maintained in a defect or hazard free condition.

This agreement shall apply to the roads identified in Schedule A.

Such roads shall be maintained and preserved so as to keep them in a condition of serviceability comparable to the condition achieved upon completion of their construction or reconstruction. The parties agree that this degree of maintenance and preservation will be performed when the current or planned use requires it, and when it is necessary to prevent erosion of the roads and to protect adjacent lands.

A. Road Maintenance: Defined under section VI below and is the responsibility of the cooperator.

B. Road Preservation: Performing those specialized maintenance activities that serve to extend the originally estimated life of each type of roadway, roadway structure, and facility, but do not increase its traffic flow capacity or efficiency. Funding will be by the party having jurisdiction unless agreed upon otherwise.

C. Road Construction: Performing those activities involved in the building of a new road facility or improvement of an existing facility to a higher geometric or structural standard, or undertaking activities that increase the traffic flow capacity or efficiency of an existing facility. The timing and type of and the cost and funding for road construction will be determined only by a joint agreement between the two parties.

D. Wetland Mitigation Areas: Planting and maintaining wetland mitigation areas for county roads within the boundaries of the National Forest.

II. EMERGENCY ROAD CLOSURES AND INORDINATE DAMAGE

In the event weather or ground conditions create the risk of undue or inordinate damage to any of the roads hereunder, each party may (1) prohibit use of the roads until the risk of undue or inordinate damage is past, or (2) assume responsibility for repairing any resulting damage occasioned by use of the road in accordance with the provisions of this section.

III. EFFECTIVE PERIOD

This Agreement shall govern maintenance, preservation and construction responsibilities of the parties for the road(s) included herein until amended by the annual planning meeting or cancelled. The parties agree that information procured through the operation of this agreement will be summarized and used to assess the applicability of making future maintenance, preservation and construction agreements between the parties.

IV. PERFORMANCE

Each party hereto is singularly responsible for the maintenance, preservation and construction assignments contemplated by the Schedule A and assigned in the annual planning meeting. In the event a party finds it cannot perform its assignment, it shall promptly notify the other party in writing so that alternate arrangements can be made. Such arrangements shall be handled in accordance with Section VI hereof.

In the event that one party hereto feels the other is not performing its assignment as conceived by the Schedule A, the claimant shall promptly notify the responsible party of the alleged deficiency. The responsible party shall correct such deficiency within ten days, or within five days, respond in writing why the alleged deficiency should not be corrected.

V. AMENDMENTS

A. The terms and conditions of the Agreement may be modified from time to time, but such amendments shall not be effective until agreed to in writing by the parties.

B. The parties recognize that the Annual Maintenance Plan reflects primarily determinations which must be made at the local level and, therefore, the County and the Forest Service will each designate an individual with authority to agree to the Plan and Amendments thereto.

VI. ROAD MAINTENANCE

These roads are maintained for traffic of 60 ADT plus. Roads in this category are usually paved surfaces, design speed is generally higher, and safety and comfort are important considerations to the user. Abrupt changes in maintenance standards or lack of needed maintenance will be posted to warn the traveler until the deficiencies are corrected.

A. Road Maintenance shall include the following:

1. Crack repair
2. Pothole repair
3. Culvert cleaning
4. Ditch cleaning
5. Snow Removal
6. Sanding
7. Sweeping
8. Mowing in accordance with regular County maintenance schedule.
9. Brushing in localized areas at the discretion and request of the Forest Service as County time and resources permit. Brushing includes vegetation of four inches or less in diameter
10. Traffic Control includes maintaining existing roadway signs and markings. Traffic control is to be according to State Motor Vehicle Laws (latest edition),

unless the roads have County laws or Federal regulations that are for greater or lesser speeds, weight, size, or loading conditions. This traffic control will be performed by the agency having jurisdiction unless otherwise agreed in the annual meeting.

VII ROAD PRESERVATION

A. Replacement of structures including culverts and bridges remains the responsibility of the Forest Service.
B. Chip sealing of the road way surface will be by the party having jurisdiction unless agreed upon otherwise.

VIII` ROAD CONSTRUCTION

A. All Road Construction remains the responsibility of the Forest Services.

By: Board of County Commissioners
Lewis County Washington

Dated this ___day of _____, 2015

_____
Edna J. Fund, Chair

_____
P.W. Schulte, Vice Chair

_____
Gary Stamper, Commissioner

Gifford Pinchot National Forest
Vancouver, Washington

Dated this 26 day of June, 2015

Angela Elam
Angela Elam, Acting Forest Supervisor