



Cooperator Agreement No. \_\_\_\_\_ FS Agreement No. 15-RO-11046000-023-

**COOPERATIVE FOREST ROAD AGREEMENT**  
**Between The**  
**WYOMING DEPARTMENT OF TRANSPORTATION**  
**And The**  
**USDA, FOREST SERVICE**  
**INTERMOUNTAIN REGION AND ROCKY MOUNTAIN REGION**

PARTIES TO AGREEMENT: This agreement, made and entered into this the *27<sup>th</sup>* day of *April*, 2015, by and between the Wyoming Department of Transportation, hereinafter referred to as "Cooperator," and the USDA, Forest Service Intermountain Region and Rocky Mtn Region, 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 various County, State of Wyoming, 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 the 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 the 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 the Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of the Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.



- b. 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.
  - c. 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.
  - d. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads shall be agreed upon as necessary. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the Cooperator or U.S. Forest Service for each road or segment of road. 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.

3. PROJECT AGREEMENTS. When improvement of a road 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 the 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 the 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 the 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 the 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 the Cooperator the arrangements shall be set forth in the project agreement. Payments to the 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.

4. 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. The 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 the 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.

5. ANNUAL MEETING AND CONTINUING CONSULTATION. The 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; (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 Statewide Liaison for the U.S. Forest Service, and Assistant Chief Engineer, Engineering & Planning for the Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
6. 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.
7. MODIFICATION AND TERMINATION.
  - a. This agreement may be modified by mutual consent.
  - b. This agreement may be terminated by either party upon at least 90 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.
8. MISCELLANEOUS.
  - a. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the U.S. Forest Service.



- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or the 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.
9. **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: Gregg Fredrick Position: Assistant Chief Engineer Address: 5300 Bishop Boulevard City, State, Zip: Cheyenne, WY 82009 Telephone: (307) 777-4484 FAX: (307) 777-4163 Email: <a href="mailto:Gregg.Fredrick@wyo.gov">Gregg.Fredrick@wyo.gov</a>	Name: Timothy Stark Position: Environmental Services Engineer Address: 5300 Bishop Boulevard City, State, Zip: Cheyenne, WY 82009 Telephone: (307) 777-4379 FAX: (307) 777-4193 Email: <a href="mailto:Timothy.Stark@wyo.gov">Timothy.Stark@wyo.gov</a>

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


<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Richard Clark Position: Statewide Liaison Address: 5300 Bishop Boulevard City, State, Zip: Cheyenne, WY 82009 Telephone: (307) 777-3697 FAX: NA Email: <a href="mailto:richardclark@fs.fed.us">richardclark@fs.fed.us</a>	Name: Darin Martens Position: Project Liaison Address: 340 N. Cache, P.O. Box 1888 City, State, Zip: Jackson, WY 83001 Telephone: (307) 739-5545 FAX: (307) 739-5510 Email: <a href="mailto:darinmartens@fs.fed.us">darinmartens@fs.fed.us</a>
<b>U.S. Forest Service Administrative Contact</b>	
Name: Mechele MacDonald Position: Grants Management Specialist Address: 324 25 <sup>th</sup> Street City, State, Zip: Ogden, UT 84401-2310 Telephone: (801) 625-5796 FAX: (801) 625-5365 Email: <a href="mailto:mmacdonald@fs.fed.us">mmacdonald@fs.fed.us</a>	



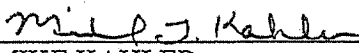
10. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through May 31, 2020 at which time it will expire unless extended.

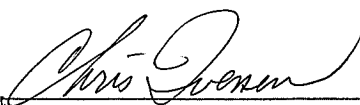
11. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

*(for)*   
\_\_\_\_\_  
DELBERT M. MCOMIE, Chief Engineer  
Wyoming Department of Transportation  
4/14/15  
Date

Approved as to Form and Execution:

By:  3/24/15  
\_\_\_\_\_  
MIKE KAHLER Date  
Senior Assistant Attorney General,  
State of Wyoming

*(for)*   
\_\_\_\_\_  
NORA B. RASURE, Regional Forester  
U.S. Forest Service, Intermountain Region  
4/27/2015  
Date

\_\_\_\_\_  
DANIEL J. JIRON, Regional Forester  
U.S. Forest Service, Rocky Mountain Region  
Date



- 10. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through May 31, 2020 at which time it will expire unless extended.
- 11. 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.

*Delbert A. MCOMIE*  
 \_\_\_\_\_  
 DELBERT A. MCOMIE, Chief Engineer  
 Wyoming Department of Transportation  
 Date: 4/14/15

Approved as to Form and Execution:

By: Mike P. J. Kahler 3/24/15  
 MIKE KAHLER Date  
 Senior Assistant Attorney General,  
 State of Wyoming

\_\_\_\_\_  
 NORA B. RASURE, Regional Forester Date  
 U.S. Forest Service, Intermountain Region

*for Maubeth Gustafson*  
 \_\_\_\_\_  
 DANIEL J. JIRON, Regional Forester Date  
 U.S. Forest Service, Rocky Mountain Region



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

*Mechele M. MacDonald*  
MECHELE M. MACDONALD

*9/25/2015*  
Date

U.S. Forest Service Grants & Agreements  
Specialist

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