

FS Agreement No.
Cooperator Agreement No.

OX-RO-11XX

FOREST ROAD AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE

FOREST SERVICE

AND

Parties to Agreement: This agreement, made and entered into this the ____ day of _____, 20____, by and between the Forest Service, and the _____ of _____ hereinafter called the "cooperator."

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 Development Roads in _____ county, State of _____, 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 Development 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 development roads and roads on the State or local road system over which the cooperator has 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 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 instrument 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 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. 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 the cooperator and 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 the cooperator or 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 the cooperator on an advance basis for work to be performed by the Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, 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 Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the 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.

- d. If funds are provided by the 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. Notwithstanding, the cooperator must submit all original invoice(s) to:

**U.S. Forest Service
Albuquerque Service Center**

Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894

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 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 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 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 listed on schedule A.

6. Annual Meeting and Continuing Consultation. The cooperator and 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 _____ National

FS Agreement No.
Cooperator Agreement No.

OX-RO-11XX

Forest for the Forest Service, and _____ for the cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.

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 _____ 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 Forest Service.
- b. Nothing herein contained shall be constructed to obligate the 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. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through _____ at which time it will expire unless extended.

10. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator 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.

USDA FOREST SERVICE

FS Agreement No.
Cooperator Agreement No.

OX-RO-11XX

DATE

DATE

DATE

County Commissioner

DATE

County Commissioner

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

DATE

Agreements Coordinator

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-New. 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.