

FS Agreement No. 23-RO-11081300-013

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between The
WISE, COUNTY OF INC
And The
USDA, FOREST SERVICE
THE NATIONAL FORESTS AND GRASSLANDS IN TEXAS,
LYNDON B. JOHNSON NATIONAL GRASSLANDS

PARTIES TO AGREEMENT: This agreement, made and entered into this the 22nd day of October, 2022, by and between the Wise, County of Inc, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, The National Forests and Grasslands in Texas, Lyndon B. Johnson National 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 Wise, County of Inc , 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 Lyndon B. Johnson National Grasslands 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 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.

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 60 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 Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this agreement, including damage to any property owned by the Cooperator 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:

Cooperator Program Contact



<p>J.D. Clark 101 N. Trinity St., Decatur, TX 76234 940-627-5743 cojudge@co.wise.tx.us</p>	<p>Colleen Self, Administrative Assistant 101 N. Trinity., Ste. 100 Decatur, TX 76234 940-627-5743 940-627-6926 cojudge@co.wise.tx.us</p>
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Principal U.S. Forest Service Contacts:

<p>U.S. Forest Service Program Manager Contact</p>
<p>Jeff Stoney 1400 N. Hwy 81/287, P.O. Box 507, Decatur, TX 76234 940-627-5475 jeffrey.stoney@usda.gov</p>

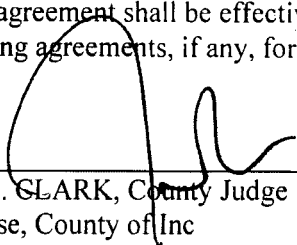
11. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continually by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of Sections 433 and 434.
12. **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 Cooperator. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- 13. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through 10/20/2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- 14. 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.



 J.D. CLARK, County Judge
 Wise, County of Inc
 Date 11-14-22

KIMPTON COOPER Digitally signed by KIMPTON COOPER
 Date: 2022.11.17 16:44:32 -06'00'

 KIMPTON M. COOPER, Forest Supervisor
 U.S. Forest Service, The National Forest and
 Grasslands in Texas
 Date



 KEVIN BURNS,
 County Commissioner
 Date 11-14-22

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

STEVEN HARRIS Digitally signed by STEVEN HARRIS
 Date: 2022.10.20 10:09:12 -04'00'

 STEVEN HARRIS JR.
 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.



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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
TO
FOREST ROAD AGREEMENT NUMBER:
23-RO-11081300-013
BETWEEN
WISE COUNTY
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LYNDON B. JOHNSON NATIONAL GRASSLANDS

The following listed roads or segments meet the criteria 1a, of the Wise County, Texas, Forest Road Agreement.

Wise County-Road Maintenance Jurisdiction

<u>Road No.</u>	<u>Length (mi.)</u>	<u>Termini</u>
2675		From intersection of 2690 & Parker Dairy Road to intersection of 2475.
2560		From intersection of 2461 to intersection of 2675.
2461		From intersection of 2372 to intersection of 2560.
2677		From intersection of 2675 to intersection of 2690.
2690		From intersection of Parker Dairy Road to intersection of 2590.
2590		From intersection of 2690 to intersection of 2585.
2585		From intersection of 2590 to intersection of 2675.
2685		From intersection of 2585 to intersection of 2690.
2475		From intersection of 2585 to intersection of 2675.
2777		From intersection of 2675 to end of road (private).

2755 From intersection of Wise Road to intersection of 2750.

2750 From intersection 2755 to intersection of FM 730.

2650 From intersection of FM 730 to intersection of Wise Road.

2648 From intersection of FM 730 to intersection of 2644.

2644 From intersection of 2648 to intersection of FM 1204.

2646 From intersection of FM 1204 to intersection of 2649.

2445 From intersection of FM 730 to intersection of 2440.

2360 From intersection of FS 910 (Unit 49) and intersection of FS 931.

2372 From intersection of Old Decatur Road and intersection of 2360.

2395 From intersection of FS 928 and intersection of 2391.

2391 From intersection of 2395 north of Unit 71 to intersection of Old Decatur Road.

2886 From intersection of 2896 to county boundary (Wise/Montague)

2788 From intersection of FM 1655 to intersection of 2886.

1270 From intersection of 1280 to intersection of 1180.

1480 From intersection of 1475 to intersection of 1560.

1560 From intersection of 1480 to intersection of 1555.

1570 From intersection of 1480 to intersection of FM 2265.

1590 From intersection of FS 970B to intersection of 1670.

1591 From intersection of 1596 to intersection of 1691 & FS 969.

2570 From intersection of 2585 to dead end (private).

2595 From intersection of Old Decatur Road to dead end (private).

Forest Service Roads:

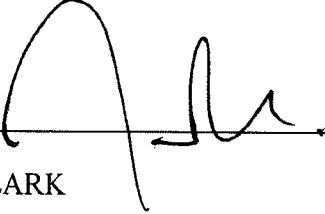
FS 900	4.30
FS 900A	3.20
FS 900B	0.10
FS 900C	0.38
FS 900D	0.09
FS 900E	0.13
FS 900G	0.20
FS 900H	0.30
FS 900I	0.30
FS 902	0.65
FS 904	0.81
FS 908	2.91
FS 908A	0.88
FS908A1	0.25
FS 914	0.09
FS 916	1.06
FS 918	0.25
FS 920	1.66
FS 920A	0.33
FS 920B	0.60
FS 920C	0.09
FS 920D	0.14

FS 922	0.70
FS 928	0.56
FS 931	0.48
FS 931A	0.05
FS 932	0.32
FS 936	1.64
FS 936A	0.17
FS 936B	0.25
FS 936E	0.15
FS 936E1	0.07
FS 936F	0.25
FS 937	0.10
FS 938	0.16
FS 940	0.80
FS 942	0.60
FS 942A	0.44
FS 942B	0.35
FS 942C	0.25
FS 945	0.60
FS 948	0.40
FS 950	0.29
FS 967	0.15
FS 969	0.60
FS 970	0.95
FS 970A	0.37

FS 970B 0.10

FS 981 0.33

FS 999 0.37



J.D. CLARK

County Judge

11-14-22

Date



KEVIN BURNS (Precinct 2)

County Commissioner

11-14-22

Date

KIMPTON
COOPER

Digitally signed by KIMPTON
COOPER
Date: 2022.11.17 16:45:31 -06'00'

11-17-2022

Date

Kimpton M. Cooper

Forest Supervisor

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

STEVEN

Digitally signed by
STEVEN HARRIS

HARRIS

Date: 2022.11.22 10:18:31
-05'00'

STEVEN HARRIS

U.S. Forest Service Grants & Agreements Specialist

