



FS Agreement No. 17-MU-11020000-003

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

**MEMORANDUM OF UNDERSTANDING**

**Between The**

**WYOMING COUNTY COMMISSIONERS ASSOCIATION, REPRESENTING  
WYOMING COUNTY COMMISSIONERS**

**And The**

**USDA, FOREST SERVICE  
ROCKY MOUNTAIN AND INTERMOUNTAIN REGIONS**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Wyoming County Commissioners Association referred to as “WCCA” and the USDA Forest Service, Rocky Mountain and Intermountain Regions, hereinafter referred to as “USFS.”

Title: Master Memorandum of Understanding for Cooperative Communication between the WCCA and USFS.

Definitions:

“WCCA” means Wyoming County Commissioners Association.

“County” means a county in Wyoming that has a national forest or national grassland administered by the USDA Forest Service within its boundary.

“USFS” means Regions Two and Four, USDA Forest Service, including its National Forests and National Grassland in Wyoming.

**I. PURPOSE**

The USFS and Wyoming’s counties share a long history of partnership with respect to the national forests and national grassland in Wyoming, including conferring on management direction and projects, sharing resources, and fully participating in the social, environmental, and economic vitality of local communities.

The purpose of this MOU is to establish a means of communication between the USFS and county governing bodies that occurs often as a general practice. This regular communication is intended to maximize trust and communication between the USFS and



county government, minimize misunderstanding and potential conflicts, produce USFS and county actions that are, as a consequence, better end products for all Wyoming citizens, and enhance community support for those actions.

## II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The USFS, under the laws of Congress, executive orders, and federal regulations, is responsible for the management of the national forests, national grasslands, and applicable resources. The USFS has a responsibility to sustain the health, diversity, and productivity of these national forests and grasslands for the use and enjoyment of present and future generations.

The WCCA is an organization consisting of the Boards of County Commissioners of all twenty-three Wyoming counties. The WCCA exists to strengthen the counties and the people who lead them through a program of networking, education, and unified action.

In consideration of the above premises, the parties agree as follows:

## III. WCCA SHALL

1. The Board of County Commissioners for each county will designate an appropriate county contact (ideally this would be a County Commissioner) for the USFS.
2. When any action is contemplated by a county that may *significantly* impact the operation of USFS administered lands, the county contact will notify its respective Forest Service contact. *Actions that are considered significant to the USFS will be defined among the parties.*

The notice will provide *sufficient* substance and give enough time for the federal agency to study and respond to the contemplated action. *Notice of sufficient substance and time to the federal agency will be defined among the parties.*

The county will consider the federal agency's response before taking any action. If the action ultimately taken is different from the federal agency recommendations, the county will explain the rationale of their decision to the appropriate agency contact.

3. The USFS Regional Foresters and WCCA Public Lands Committee Chair will convene, on a quarterly basis, representatives of the USFS and County Commissioners to discuss and resolve issues related to USFS land management in Wyoming.





#### IV. THE U.S. FOREST SERVICE SHALL:

1. The USFS Regional Forester will designate an appropriate USFS contact (ideally this would be the District Ranger(s) with jurisdiction in the county) for each county.
2. When any *significant* land management actions or significant personnel actions resulting in downsizing or reorganization are contemplated in a county by USFS, the Forest Service contact will notify the appropriate county contact. *Actions that are considered significant in the county will be defined among the parties.*

The notice will provide *sufficient* substance and give enough time for the county governing body to study and respond to the contemplated action. *Notice of sufficient substance and time to the county will be defined among the parties.*

In keeping with federal policy, the federal agency will consider the county's response before taking any action. If the action ultimately taken is different from the county recommendations, the federal agency will explain the rationale of their decision upon the invitation of designated county contact or upon the invitation of the Board of County Commissioners.

3. The USFS Regional Foresters and WCCA Public Lands Committee Chair will convene, on a quarterly basis, representatives of the USFS and County Commissioners to discuss and resolve issues related to USFS land management in Wyoming.

#### V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. SPECIFIC AREAS OF COOPERATION. The USFS and WCCA recognize that this MOU is not intended to create a forum for resolution of all issues between Wyoming's counties and the USFS. Nor is it intended to replace presently existing lines of communications, such as Resource Advisory Committees, federal or county workgroups, and informal or formal policy meetings between the USFS and WCCA or a county.
2. This MOU is adopted to enhance communication and mutual cooperation between the USFS, the WCCA, and Wyoming's counties. It does not create any right to administrative or judicial review, or any other right, benefit, or responsibility, enforceable by any party against the USFS, WCCA, or Board of County Commissioners, their agencies, officers, employees or any other person.



A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>WCCA Program Contact</b>
Name: Pete Obermueller, Executive Director Address: 408 W. 23 <sup>rd</sup> Street City, State, Zip: Cheyenne, WY 82001 Telephone: 307-632-5409 Email: pobermueller@wyo-wcca.org

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Program Manager Contact</b>
Name: Jacque Buchanan Address: 740 Simms Street City, State, Zip: Golden, CO 80401 Telephone: 303-275-5452 Email: jabuchanan@fs.fed.us	Name: David Rosenkrance Address: 324 25 <sup>th</sup> Street City, State, Zip: Ogden, UT 84401 Telephone: 801-625-5605 Email: drosenkrance@fs.fed.us

<b>U.S. Forest Service Administrative Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Rebecca Cuthbertson Address: 740 Simms Street City, State, Zip: Golden, CO 80401 Telephone: 303-275-5068 FAX: 303-275-5396 Email: rcuthbertson@fs.fed.us	Name: Janice Richardson Address: 324 25 <sup>th</sup> St. City, State, Zip: Ogden, UT 84401 Telephone: 801-625-5796 FAX: Email: janicerichardson@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.





To WCCA, at WCCA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted



and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) and/or the Wyoming Public Records Act (W.S. 16-4 through 16-4-205).
- I. 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.
- J. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.





*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 15, 2021 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



PETE OBERMUELLER, Executive Director  
Wyoming County Commissioner Association

1.4.17

Date

BRIAN FEREBEE, Regional Forester  
U.S. Forest Service, Rocky Mountain Region

1/19/17

Date

NORA RASURE, Regional Forester  
U.S. Forest Service, Intermountain Region

1-9-17

Date

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

GREGORY COWAN, Natural Resource Staff Attorney  
Wyoming County Commissioners Association

1/4/17

Date

for → REBECCA CUTHBERTSON, Grants Management Specialist  
U.S. Forest Service, Rocky Mountain Region

1/4/17

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 3 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.