

FS Agreement No. 12-RO-11092000-0XX
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between The
TOWN OF SUNDERLAND, VERMONT
And The
USDA, FOREST SERVICE, GREEN MOUNTAIN & FINGER LAKES NATIONAL
FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Town of Sunderland, VT, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Green Mountain & Finger Lakes National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #09-RO-11092000-037 executed between the parties on June 24, 2009.

Project Title: Forest Highway 6 Kelley Stand Road (Town Highway No. 3)

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on June 24, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the road maintenance and reconstruction work on Forest Highway 6 Kelley Stand Road (Town Highway No. 3). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$XXX,XXX

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$XXX,XXX as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's final invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number 12-RO-11092000-0XX
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: John W. Kamb
USDA Forest Service
231 North Main Street
Rutland, VT 05701

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



- A. **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	Cooperator Administrative Contact
Name: Joe Boutin Address: 181 South Road, PO Box 295 City, State, Zip: E. Arlington, VT 05252 Telephone: 802-375-8029 or 8006 FAX: 802-375-8029 Email: joeb1234@comcast.net	Name: Rose Keough Address: 181 South Road, PO Box 295 City, State, Zip: E. Arlington, VT 05252 Telephone: 802-375-6106 FAX: 802-375-6106 Email: sunderlandvt@comcast.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: John W. Kamb Address: 231 North Main Street City, State, Zip: Rutland, VT 05701 Telephone: 802-747-6724 FAX: 802-747-6766 Email: jkamb@fs.fed.us	Name: Janeal A. Hedman Address: 4 Farm Colony Drive City, State, Zip: Warren, PA 16365 Telephone: 814-728-6245 FAX: 814-726-1465 Email: jhedman@fs.fed.us

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.
- C. **FREEDOM OF INFORMATION ACT (FOIA).** Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).
- D. **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.
- E. **FUNDING EQUIPMENT.** Federal funding under this agreement is not available for reimbursement of Cooperator’s purchase of equipment.
- F. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement 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.



- G. ENDORSEMENT. Any of Cooperator’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator’s products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. MODIFICATION. Modifications within the scope of this agreement 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through **December 31, 2012** at which time it will expire unless extended.
- L. 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.

Steven Bendix, Selectboard Chair
Town of Sunderland, VT

Date

Colleen Pelles Madrid, Forest Supervisor
U.S. Forest Service, Green Mountain & Finger Lakes National Forest

Date



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

JANEAL A. HEDMAN
U.S. Forest Service Grants & Agreements
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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