

MEMORANDUM OF UNDERSTANDING

between

USDA FOREST SERVICE
ROCKY MOUNTAIN AND INTERMOUNTAIN REGIONS

and

STATE OF WYOMING

regarding

ROADLESS AREAS on the
THE BRIDGER-TETON AND SHOSHONE NATIONAL FORESTS

This MEMORANDUM OF UNDERSTANDING (MOD) is hereby made and entered into by and between the State of Wyoming, hereinafter referred to as the State, and the United States Department of Agriculture Forest Service, hereinafter referred to as the Forest Service.

A. PURPOSE:

This MOU is established to provide an agreement to cooperate in the future management of inventoried roadless areas within Bridger-Teton and Shoshone National Forest between the Forest Service and the Governor of Wyoming. Cooperation under this agreement applies to new permanent (classified) road construction for long-term resource management needs or other long-term surface disturbance (surface occupancy) within unroaded portions of inventoried roadless areas. The suitability of lands for oil and gas leasing will be evaluated during the ongoing forest plan revisions. A subsequent leasing availability decision will identify specific acres in the suitable land use area where leasing may occur and the specific stipulations that apply on those acres. No additional oil and gas and mineral leases will be approved within inventoried roadless areas on Bridger-Teton and Shoshone National Forest Land until such time as the oil and gas availability decisions are made.

This agreement establishes the State as a cooperating agency in accordance with Council on Environmental Quality regulations (43 FR 55992, Nov. 29, 1978; 44 FR 873, Jan. 3, 1979) in the development of any environmental assessments or environmental impact statements related to projects proposed in roadless areas and any applications for permit to drill for valid and existing rights within the roadless areas as defined in the Bridger-Teton and Shoshone National Forests Land and Resource Management Plans, as amended.

In particular, the Forest Service, as lead agency, has asked the State for cooperation in the areas of social and economic impact information, air quality and Class I airsheds, fish and wildlife, heritage resources, recreation, forest resources, grazing, water quality, and public involvement. While the Forest Service recognizes the expertise of the State in these areas, this agreement does not preclude the State from submitting other information, comments, and/or data pertaining to any applications for permit to drill for valid and existing rights within the roadless areas on the Bridger-Teton and Shoshone National Forests.

B. AUTHORITY

This agreement is subject to 40 Code of Federal Regulations, Parts 1500-1508, and Forest Service Handbook 1909.15.

C. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both parties will benefit through increased communication, sharing of information, cooperation, and coordination in implementing their respective missions. Information and

expertise provided by the State will be used to analyze alternatives for applications for permit to drill on the Bridger-Teton and Shoshone. In addition, the State, as a cooperating agency, may assist in reviewing the draft and final environmental documents and reviewing the draft and final proposed action prior to public release. The State may help conduct public meetings where these documents are distributed and discussed. The Forest Service will gain an understanding of how national forest uses integrate with the State's planning efforts.

D. TI-IE FOREST SERVICE SHALL:

1. Provide the public with the opportunity to participate in roadless discussion and determinations in the context of the Forest Plan Revisions and the cooperative relationship with state and local governments.
2. Provide the State with a list of projects proposed in roadless areas including requests for oil and gas lease sales in the above described roadless areas and forestwide. This list will be updated periodically when any new projects are proposed or lease sale requests are received.
3. Communicate with the State regarding the State's feedback on any proposed project in order to ensure both parties have a clear understanding of the Forests legal obligations and fully consider all of the State's concerns or interests in specific projects or parcels proposed for sale.
4. Complete work for sale offering only for oil and gas lease sale parcels involving lands outside roadless areas on the Bridger-Teton and Shoshone NF' s until the new leasing availability decisions are completed, unless agreement is reached through cooperative efforts described in Section D5 below.
5. Offer cooperating agency status to the State on any lease sale requests for oil and gas lease sale parcels involving lands within roadless areas as described above.
6. Be the lead agency for any proposed oil and gas application for permit to drill projects.
7. Fully utilize the data and assessments provided by the State as baseline information, and utilize the State's assistance in developing alternatives and addressing environmental effects associated with the alternatives developed for any proposed oil and gas application for permit to drill projects.
8. Provide information and drafts relative to any proposed oil and gas application to drill projects to the State with adequate time for review. State review time shall match internal Forest Service review time for analysis. The Forest Service shall respond in writing to State comments prior to release of the documents to the public whenever possible.
9. Provide access to interdisciplinary team members and personnel to work with the State during the development of draft documents.
10. Make public comments available to the State.

E. THE STATE:

1. Provide feedback to the Bridger-Teton and Shoshone National Forests, as appropriate, on any lease sale offerings after receiving the list of requests and any updates.

2. Shall be identified as a cooperating agency for any proposed oil and gas application to drill projects within roadless areas on either the Bridger-Teton or Shoshone National Forests.
3. Shall designate a representative State official and/or alternate State official to be the primary contact for any proposed oil and gas application to drill projects within roadless areas.
4. May assist with public meetings and with disseminating revision information and documents to the public for any proposed oil and gas application to drill projects within roadless areas.
5. Provide available baseline information that would help address the revision issues relative to the areas of expertise outlined in section A.
6. May provide individual and/or joint comments to the Forest Service on any aspect of any proposed oil and gas application to drill projects within roadless areas.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.c. 552). Information held by the State is subject to the terms of the Wyoming public records law (Wyo. Stat. Ann 16-4-201 etseq.).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOD takes effect upon the signature of the Forest Service and the State and shall remain in effect for each forest, individually, until the new lease availability decisions are issued. This MOU may be extended or amended upon written request of either the Forest Service or the State and the subsequent written concurrence of the other. Either the Forest Service or the State may terminate this MOU with a 60-day written notice to the other.
4. RESPONSIBILITIES OF PARTIES. The Forest Service and the State and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Jane Darnell
Capital City Coordinator
122 West 25th Street
Herschler Building, 1 W, Room 1605
Cheyenne, WY 82002

State Project Contact

Mary Flanderka
Director, Governor's Planning Office 122
West 25th Street
Herschler Building, 1E
Cheyenne, WY 82002

307- 777-6087
jdarnell@fs.fed.us

307- 777- 7575
mfland@state.wy.uw

**Intermountain Region Forest
Service Administrative Contact**

Doris Mackey
Grants & Agreements
Coordinator
801-625-5812
dmackey@fs.fed.us

**Rocky Mountain Region Forest
Service Administrative Contact**

LuAnn Waida
Grants & Agreements
Coordinator
303-275-5280
lwaida@fs.fed.us

Changes to contacts shall be made in writing to the other parties.

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or the State to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the State will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. ESTABLISHMENT OF RESPONSIBILITY. This MOD is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. ADMINISTRATIVE.
 - Nothing in the MOU will be construed to alter the legal rights and remedies that each party would otherwise have.
 - Nothing in this MOU will be construed to extend jurisdiction or decision-making authority to either party to this MOD, beyond that which exists under current law, regulations, or ordinances.
 - Nothing in this MOU will be construed as limiting or affecting the authority or legal responsibility of any party, or as binding any party to perform beyond the responsive authority of each, or to require them to assume or expend any sum in excess of appropriation available.
 - The provisions in this MOU are subject to the laws and regulations of the State of Wyoming, the laws of the United States, and the regulations of the Secretary of Agriculture.
9. AUTHORIZED REPRESENTATIVES. By signature below, the State certifies that the individuals listed in this document as representatives of the State are authorized to act in their respective areas for matters related to this agreement.

10. SOVEREIGN IMMUNITY. Neither the United States nor the State of Wyoming, waives its sovereign immunity by entering into this MOU, and each fully retains all its immunities and defenses as provided by applicable law with respect to any action based on or occurring as a result of this MOD.

THE PARTIES/HERETO have executed this instrument.

STATE OF WYOMING

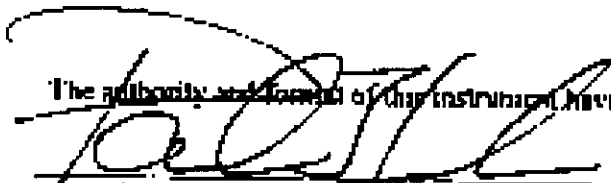


Governor of Wyoming
Dave Freudenthal

3/19/06

Date

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



State Attorney General

3/10/06

Date

UNITED STATES DEPARTMENT OF AGRICULTURE:



Undersecretary of Agriculture
Mark Rey

3/19/06

Date

USDA FOREST SERVICE:



Rocky Mountain Regional Forester
Rick D. Cable

3-14-06

Date

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


Rocky Mountain Region Agreements Coordinator

3/21/06

Date

FS Agreement No. _____

Cooperator Agreement No. _____

USDA FOREST SERVICE:




Intermountain Regional Forester
Jack G. Troyer

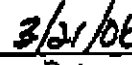


Date

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



Intermountain Region Agreement Coordinator



Date