



**Board of County Commissioners - Staff Report**

**Meeting Date:** July 17, 2018  
**Submitting Dept:** Engineering

**Presenter:** Amy Ramage  
**Subject:** Gros Ventre Road FLAP Memorandum of Agreement

**Statement / Purpose:**

Authorize a Memorandum of Agreement and Funds Transfer Agreement with the Federal Highway Administration (FHWA) for the Federal Lands Access Program (FLAP) Gros Ventre Road Project (WY FLAP 30400(1)) for engineering and construction of the Gros Ventre Road project and authorize payment of \$461,000 for this work.

**Background / Description (Pros & Cons):**

The Gros Ventre Road project is a two-lane, resurfacing, restoration, and rehabilitation project. The proposed route is 3.75 miles long, starting at the border of the Grand Teton National Park and the Bridger-Teton National Forest at approximately MP 2.2 on of Gros Ventre Road, and running east to the Atherton Campground intersection. The route is primarily used as recreational access to the Bridge-Teton National Forest, but also serves as the only access to 20 homes and several seasonal guest ranches. The application proposed subbase stabilization, reconstruction of base course and asphalt pavement, replacement of cross culverts, widened shoulders as needed, and restoration of roadside ditches.

Project History to date:

- April 18, 2017 BCC directed staff to prepare a FLAP grant application for the Gros Ventre Road project.
- May 19, 2017 County Engineering staff submitted FLAP grant application packet
- August 15, 2017 The County Engineer was notified that Teton County had received preliminary approval for the project.
- September 5, 2017 BCC authorized an agreement with FHWA for expenditures of \$10,000 for preliminary project scoping.

Roles and responsibilities of the agreement are detailed within the attached documents. The FHWA is primarily responsible for the design, bidding, and construction administration.

Other future steps: Prior to advertisement of construction of the project, Teton County will need to either adopt this 3.75-mile segment of the Gros Ventre Road as a County Road, agree to a Schedule A maintenance agreement with the Bridger Teton National Forest, and/or sign a Highway Easement Deed prepared by the FHWA.

The project is schedule is as follows:

Winter 2019	NEPA document complete	Spring 2020	Construction commence
Spring 2019	Preliminary Design complete	Fall 2020	Construction complete
Fall 2019	Final Design complete		

**Stakeholder Analysis & Involvement:**

The Transportation Advisory Committee and/or Teton County Public Works staff have met with representatives of Grand Teton National Park, Bridger Teton National Forest, Caribou National Forest, Gros Ventre Valley residents, and other transportation advocates.

Formation of an ISD for the Gros Ventre Road has been discussed but has not yet been established.

**Fiscal Impact:**

The preliminary overall project cost is currently estimated as outlined below:

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$420,000	Includes Scoping
ROW Acquisition & Utility Relocation	\$0	No ROW anticipated



**Board of County Commissioners - Staff Report**

Construction Contract (CN)	\$3,600,000	FY20 escalation used
Construction Engineering (CE)	\$471,000	
Contingency	\$360,000	10% Contingency
<b>Total</b>	<b>\$4,851,000</b>	

A 9.51% match from Teton County is required as part of this agreement. The match is for work completed and will adjust with final construction costs. Central Federal Lands Highway Division shall not incur costs which result in matching funds exceeding \$461,000.00 without authorization in the form of a written modification to the attached MOA signed by both agencies. Funding of the project is as follows:

<b>PROJECT FUNDING</b>			
<b>Funding Source</b>	<b>Estimated Funding</b>	<b>% of Total Project</b>	<b>Comments</b>
Federal Lands Access Program	\$4,390,000	90.49%	
Teton County (Cash Match- Scoping)	\$10,000	9.51%	Scoping Agreement DTFH68-17-E-00068. Fixed Amount.
Teton County (Cash Match)	\$451,000		Agreement 6982AF-18-K-500021.
<b>Total</b>	<b>\$4,851,000</b>		

The initial match of \$30,000 for preliminary engineering will be due February 2019. The construction portion, estimated at \$421,000, will be due in FY 2020.

Not accounting for inflation or fluctuations in oil prices, and assuming a chip-seal application or equivalent every five years, the yearly non-snow maintenance costs after construction are estimated to be \$30,000/year. Based on contractor estimates, the yearly plowing cost is \$20,000, resulting in an average annual road maintenance cost of \$50,000. In actual practice, the annual road maintenance (snow plowing, ditch cleaning, pothole patching) will be \$20,000-\$25,000. Every five years (depending on need) a chipseal application will cost between \$130,000 - \$150,000. Both the Gros Ventre residents and the US Forest Service have verbally committed to assisting in these expenses, but without any signed agreements the County should assume it will be responsible for the expenses outlined above.

**Staff Impact:**

Public Works staff will have significant project coordination time in the review of plans and documents and coordination with the FHWA.

**Legal Review:**

Gingery

**Staff Input / Recommendation:**

Staff recommends signing the Memorandum of Agreement and Funds Transfer Agreement WY FLAP 30400(1).

**Attachments:**

Gros Ventre Road Federal Lands Access Program Project Memorandum of Agreement, dated 6/21/2018.  
Gros Ventre Road Funds Transfer Agreement

**Suggested Motion:**

I move to authorize the Memorandum of Agreement and Funds Transfer Agreement between Teton County and the Federal Highway Administration and authorize payment of \$461,000 to the Federal Highway Administration for the Gros Ventre Road Project.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**June 21, 2018**

**Project / Facility Name:** WY FLAP 30400(1)

**Project Route:** Gros Ventre Road

**State:** Wyoming

**County:** Teton

**Owner of Federal Lands to which the Project Provides Access:** U.S. Forest Service Bridger-Teton National Forest (USFS)

**Entity with Title or Maintenance Responsibility for Facility:** Teton County

**Type of Work:**

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquire all necessary right of way and easements needed for the project

Construction/Construction Contracting: Acquisition of construction contractor to perform work in accordance with the construction contract (plans, specifications, and estimate)

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** FHWA-Central Federal Lands Highway Division (CFLHD), Teton County, and Bridger-Teton National Forest.

The Program Decision Committee approved this project on

3/22/18

Date

**AGREED:**

\_\_\_\_\_  
Mark Newcomb  
Chairman  
Teton County, Wyoming

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Sherry L. Daigle  
Teton County Clerk

\_\_\_\_\_  
Date

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**June 21, 2018**

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	Date
USFS	

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Judy Salomonson Chief of Business Operations FHWA-CFLHD	Date
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**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Teton County agrees to provide a matching share equal to 9.51% of the total cost of the project, as detailed more fully in Sections J and K below.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

The Teton County Wyoming has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

Teton County has coordinated project development with the Bridger-Teton National Forest. The Bridger-Teton National Forest support of the project is documented in the Wyoming Federal Lands Access Program Project Application for this project submitted by Teton County to FHWA-CFLHD. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the Bridger-Teton National Forest.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

**E. PROJECT BACKGROUND/SCOPE**

***Background*** The Gros Ventre Road project is a two-lane, resurfacing, restoration, and rehabilitation (3R) project in Teton County, WY. The proposed route is 3.75 miles long, starting at the border of the Grand Teton National Park and the Bridger-Teton National Forest at approximately MP 2.2 on of Gros Ventre Road, and running east to the Atherton Campground intersection. The route is primarily used as recreational access to the Bridge-Teton National Forest, but also serves as the only access to 20 homes and several seasonal guest ranches. The application proposed subbase stabilization, reconstruction of base course and asphalt pavement, replacement of cross culverts, widened shoulders as needed, and restoration of roadside ditches.

***Roadway Design and Safety*** In general, the existing horizontal and vertical alignments meet the design standards for a very low volume road, and therefore there will be no changes to the existing alignment and profile. With project scope and context sensitivity in mind, where the existing roadway geometry does not meet design standards for very low volume roads, alternative safety measures will be evaluated (such as installation of object markers, advanced warning signage, delineators, roadside clearing, etc). Inside curves will be evaluated for sight distance, and where necessary, extra clearing may be required in select locations.

The majority of the existing roadside ditches have been filled in and will be reconstructed. There are two locations (approximately 600 LNFT in total) on outside curves where the adjacent cut slope has encroached into the existing roadside ditch and roadway prism. These locations will be evaluated for minimal alignment shifts, in order to regain a minimum subgrade width of 24' (assuming 3" depth HACP, 22' wide, with pulverizing of existing pavement and base), and if feasible, reconstruction of a roadside ditch.

The Bridger-Teton National Forest has an active pit at approximately MP 13.9 (10 miles from the project) that is currently being used to produce and stockpile road base material for the Forest. This pit is available as an active material source.

***Pavement*** The existing pavement is fatigued and beyond its serviceable life. The proposed pavement recommendation is to pulverize the existing section and place a 3-inch HACP section. Pavement investigations (by potholing) produced a significant existing asphalt section(exceeding 8-inches in areas).

There is approximately 1000 LNFT of the proposed project that will receive subgrade stabilization via full depth patch. This segment of the proposed project will see a complete reconstruction of the structural section (currently assuming 3" HACP on 6" Aggregate base). Existing cross-culverts will also be evaluated for functionality. Up to 5 existing culverts along the portion of the project to receive a full depth patch are expected to be replaced.

***ROW*** The existing road is a Forest Highway and is to be transferred to the County via a highway easement deed at the completion of the project. Both the USFS and Teton County agreed that a Letter of Intent would be executed in the early phases of the project.

The beginning of the route transects the Gros Ventre River Ranch (private land); however, the USFS has ROW that will transfer to the County. The ROW is assumed 80-feet which will accommodate the construction of this project. The existing "ROW" will need to be verified.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**June 21, 2018**

**Utilities** There is buried phone/fiber along the route. Relocation, at a minimum, drainage feature locations will require relocation. The power is overhead and no relocation is anticipated.

**Survey** As-builts of the existing roadway and USFS ground survey will be utilized for the design of this project. No additional ground survey will be performed.

**Geotechnical** There is approximately 1,000 Inft on the east end of the project that will be stabilized. A deep patch and underdrain are the anticipated solutions. Cut side excavations should be avoided due to the existing steep slopes. Minor rockery walls may be utilized to re-establish a standard roadway width and stabilize the ditch and cut slope.

***Hydrology/Hydraulics***

There are no major crossings or significant hydraulics scope. Minor hydraulics support will be needed for the stabilization of the deep patch area.

**Environment** It is anticipated that a Categorical Exclusion would be required for this project, as impacts are generally limited to the existing roadway prism and disturbance.

Numerous federal T&E species within area (Suitable habitat for grizzly bear, wolverine, and lynx habitat). With mitigations it is anticipated that consultation with USFWS will be informal. A biological survey will be conducted and a BA prepared to satisfy Section 7 of the Endangered Species Act.

It is unknown what cultural resources are present with the project area. A cultural survey of the project area will be conducted to facilitate consultation with the SHPO and conducting Section 106 compliance with the National Historic Preservation Act.

Anticipate Section 401/404 (NWP) and NPDES permits. It is anticipated that the project will result in the loss of less than 1/10 acre of wetlands.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Preliminary Engineering (PE) and Environmental Compliance	\$420,000	Includes Scoping
ROW Acquisition & Utility Relocation	\$0	No ROW anticipated
Construction Contract (CN)	\$3,600,000	FY20 escalation used
Construction Engineering (CE)	\$471,000	
Contingency	\$360,000	10% Contingency
<b>Total</b>	<b>\$4,851,000</b>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
FHWA-CFLHD	<ul style="list-style-type: none"> <li>• Develop and sign this Memorandum of Agreement</li> <li>• Manage project development schedule and preliminary engineering costs</li> <li>• Lead agency for all environmental compliance</li> <li>• Prepare and approve environmental documents and make project decisions based on the NEPA documents</li> <li>• Prepare right-of-way plans, legal descriptions, and other documents required for the Teton County Highway Easement Deed (HED).</li> <li>• Preliminary engineering towards the development of a PS&amp;E construction contract package</li> <li>• Obtain permits required for Federally constructed projects</li> <li>• Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications)</li> <li>• Construction engineering/administration of the construction contract</li> <li>• Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Provide Project Engineer on site for construction administration</li> <li>• Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&amp;E</li> <li>• Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</li> <li>• Verify adherence to environmental documents</li> <li>• Set up and lead final inspection upon completion of construction</li> </ul>	
Teton County	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> </ul>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data</li> <li>• Review and provide comments within two weeks the environmental documents, plans, estimate, and specifications at each phase of design and provide project development support</li> <li>• Coordinate with FHWA-CFLHD on NEPA related issues.</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Obtain permits other than those required for Federally constructed projects</li> <li>• Provide ROW and utility information and coordination</li> <li>• Letter of consent/Highway Easement Deed prior to construction</li> <li>• Sign CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained.</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications</li> <li>• Coordinate utility relocations if necessary per scope described above</li> <li>• Sign CFLHD Utility Certification</li> <li>• Develop a public information plan in coordination with CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction</li> </ul>	



**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

Responsible Party	Product/Service/Role	Comments
	<p>oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</p> <ul style="list-style-type: none"> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide long term maintenance and operation of the project upon completion</li> </ul>	
Bridger-Teton National Forest	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>• Review and provide comments within two weeks of the environmental documents, plans and specifications at each phase of design and provide project development support</li> <li>• In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&amp;E) are consistent with the intended outcome</li> <li>• Provide to CFLHD a Letter of Consent to transfer of an easement for the highway right of way of the route prior to advertisement of the project for construction.</li> <li>• Provide overall direction regarding FLMA policy and administration for the project and concur with the final plans and specifications</li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements</li> <li>• Provide a seed mix for the final seeding mix into the Special Contract Requirements</li> <li>• Provide support to CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents.</li> <li>• Develop a public information program in coordination with CFLHD and the maintaining agency</li> </ul>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
	<ul style="list-style-type: none"> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for the FHWA’s Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> </ul>	

**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

<b>Responsible Lead</b>	<b>Product/Service/Role</b>	<b>Schedule Finish</b>	<b>Comments</b>
FHWA-CFLHD	Preliminary Design	Spring 2019	
FHWA-CFLHD	Environmental Compliance	Winter 2019	Development and completion of NEPA Document
FHWA-CFLHD	Final Design	Fall 2019	Development of PS&E
FHWA-CFLHD	Advertise, Award and NTP	Spring 2020	
FHWA-CFLHD	Administer Construction Contract	Fall 2020	Construction Engineering

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Arterial	
Surface Type	Weathered	HACP or chip seal
Design Volume	800	

**J. FUNDING**

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$4,390,000	90.49%	
Teton County (Cash Match- Scoping)	\$10,000	9.51%	Scoping Agreement DTFH68-17-E-00068. Fixed Amount.
Teton County (Cash Match)	\$451,000		Agreement 6982AF-18-K- 500021.
<b>Total</b>	<b>\$4,851,000</b>		

*Total amounts for FLAP and Teton County includes funds previously transferred for scoping efforts under DTFH68-17-E-00068 (\$10,000.00). The remaining Teton County match portion will be transferred as outlined in the Funds Transfer Agreement No. 6982AF-18-K-500021.*

**K. MATCHING SHARE REQUIREMENTS**

Teton County will provide 9.51% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**June 21, 2018**

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Amy Ramage Engineering Manager	Teton County	307-732-8574
BTNF	Bridger-Teton National Forest	307-
Micah Leadford Project Manager	FHWA-CFLHD	720-963-3498 Micah.Leadford@dot.gov

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA</b>	<b>Teton County</b>	<b>Bridger-Teton National Forest</b>	<b>Time</b>
Micah Leadford Project Manager	Amy Ramage Engineering Manager		30 days
Robert Eldred, Project Management Branch Chief	Sean O'Malley Public Works Director		60 days
Curtis Scott, Chief of Engineering	Alyssa Watkins Commissioners' Administrator		90 days

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**June 21, 2018**

**O. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

# FUNDS TRANSFER AGREEMENT

FEDERAL LANDS HIGHWAY – FEDERAL HIGHWAY ADMINISTRATION

FHWA Agreement No.: 6982AF-18-K-500021

WY FLAP 30400(1)

June 21, 2018

**Agency providing funding:** Teton County

**Agreement amount:** \$461,000.00

**Period of Performance:** From date signed through 6/1/2021.

**Agency receiving funding:** Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Teton County has committed to provide, through electronic funds transfer, a fixed amount of \$461,000.00 to CFLHD for the WY FLAP 30400(1) Gros Ventre Road project to meet the matching requirements as set forth in the Memorandum of Agreement dated June 21, 2018. This FTA is subject to all conditions set forth in the attached MOA and any future modifications made to the MOA.

FUNDS TRANSFER SUMMARY						
Phase	FY	Amount	Due	Received	Amendment #	Comment
PE	2019	\$30,000	2/1/19			Full Scope
CE & CN	2020	\$421,000	12/1/2019			Full Scope
Total:		\$451,000				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Teton County	CFLHD
DUNS #	096-690-854	126-129-936
Financial Contact Information		
Name	Sherry L. Daigle	Suzanne Schmidt
Phone	307-733-4430	(720) 963-3356
E-mail	<a href="mailto:sdaigle@tetonwyo.org">sdaigle@tetonwyo.org</a>	<a href="mailto:suzanne.schmidt@dot.gov">suzanne.schmidt@dot.gov</a>
Address	PO Box 1727 Jackson, WY 83001	12300 W. Dakota Ave. Suite 380 Lakewood, CO 80228
Project Contact Information		
Name	Sean O'Malley	Micah Leadford
Phone	307-733-3317	(720) 963-3498
E-mail	<a href="mailto:somalley@tetonwyo.org">somalley@tetonwyo.org</a>	<a href="mailto:micah.leadford@dot.gov">micah.leadford@dot.gov</a>

Regardless of the estimated costs stated in the MOA, Teton will provide a 9.51% of the total Federal Lands Access Program cost required for the project, through the construction, closeout, and resolution of any disputes. Total amounts for FLAP and Teton County includes funds previously transferred for scoping efforts under **DTFH68-17-E-00068** (scoping agreement).

CFLHD shall not incur costs which result in matching funds exceeding \$461,000.00 without authorization in the form of a written modification to the attached MOA signed by both agencies.

Mark Newcomb, Chairman

Date

Teton County Commission

Joe Wilson, Contracting Officer

Date

Central Federal Lands Highway Division

# FUNDS TRANSFER AGREEMENT

FEDERAL LANDS HIGHWAY – FEDERAL HIGHWAY ADMINISTRATION

FHWA Agreement No.: 6982AF-18-K-500021

WY FLAP 30400(1)

June 21, 2018

## ATTEST:

\_\_\_\_\_  
Sherry L. Daigle  
Teton County Clerk

\_\_\_\_\_  
Date

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit.

Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **6982AF-18-K-500021**.

### Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

### Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:  
DOT FHWA

Mailing Address:  
Enterprise Service Center  
Federal Aviation Administration  
ATTN: AMZ-324/HQ Room 181  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

### Notice to customers making payment by check:

- Please notify [cfl.finance@dot.gov](mailto:cfl.finance@dot.gov) if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

*Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:*

[https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl\\_otcnet.htm](https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm)

*or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.*