



**COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF UTAH
AND THE
UNITED STATES DEPARTMENT OF
AGRICULTURE
FOREST SERVICE**

The State of Utah (the “State”), and the United States Department of Agriculture, Forest Service, (“Forest Service”), collectively referred to herein as “Parties,” enter into this Cooperative Agreement to formalize a framework for shared stewardship of National Forest System lands in Utah. This Cooperative Agreement¹ builds upon and does not replace the existing 2022 Agreement for Shared Stewardship between the State and Forest Service.

I. INTRODUCTION

National Forest System lands in the State of Utah are a vital national resource. For example, National Forests supply raw materials that support a variety of industry uses and community needs, are often the source of clean municipal water for local communities and offer abundant recreational opportunities for the public. Active management of forest and rangeland resources plays a crucial role in reducing wildfire risk to local communities. Federal, state, tribal, and private lands are increasingly threatened by frequent and severe wildfires, insect and disease outbreaks, and a historic lack of resources needed to implement active management strategies. President Trump has recognized this critical issue and called for action and increased partnerships using Executive Orders such as the Empowering Commonsense Wildfire Prevention and Response Order of June 2025 (EO 14308).

The Parties have a long history of shared stewardship across the State's public and private forested lands. This history of collaboration, as well as the importance of continued partnership, is reflected in Utah's Shared Stewardship Agreements, which have been in place since 2018.

In summary, the mutual commitments outlined in the existing Agreement for Shared Stewardship include a commitment to:

1. Existing partnerships, programs, and initiatives that have been successful in Utah.
2. Working together to identify and map shared priorities.
3. Joint decisions in where and how to use new legal authorities and management tools, share financial resources, leverage those resources to accomplish work in priority areas.
4. Engage with tribes, local governments, industry, and partners to build support and capacity for priority work.
5. Shared planning to address cross boundary priorities.
6. Supporting each other in decisions made together.

These mutual commitments, which are specific to Utah's unique conditions and environment, have allowed the Parties to build relationships and coalitions needed to confront forest health concerns and the wildfire crisis. Over the past seven years, the Parties have worked together to build and strengthen partnerships and substantially decrease fuels and increase forest health

¹ For the purposes of this agreement, the term ‘cooperative agreement’ refers solely to the documented mutual understanding between the parties and does not constitute a cooperative agreement as defined in 31 U.S.C. 6301

treatments in places where wildfire presents an immediate risk to communities, water resources, and other critical infrastructure.

PURPOSE

The purpose of this Cooperative Agreement is to build upon the successes of Utah's existing Agreement for Shared Stewardship and to expand sustainable timber production, wood utilization, accelerate landscape-scale restoration, and increase the pace and scale of forest fuel-reduction treatments on National Forest System lands and adjacent forestland and rangelands. Additionally, the Parties also agree to identify opportunities where they can be more closely coordinated in the cooperative management of other resources on National Forest Systems lands where there are mutual benefits and legal authority.

II. STATEMENT OF MUTUAL BENEFITS AND COMMITMENTS

Both the Forest Service and the State of Utah have a history of cooperation in addressing forest management and share a commitment to securing America's timber independence, revitalizing rural economies, and protecting Utah communities from catastrophic wildfire while recognizing the mutual benefits of a coordinated, landscape-scale approach to forest restoration and management.

This Cooperative Agreement allows the State and the Forest Service to continue building partnerships to advance and accelerate landscape-scale efforts. Based on the mutual commitments set forth in this Cooperative Agreement, the State and the Forest Service agree as follows:

Increase the pace and scale of restoration: The Parties are committed to using all available tools and authorities to increase the pace and scale of active management on National Forests System lands in Utah, including timber sales, mechanical treatments, prescribed fire, hazardous fuels reduction, innovative wood-product utilization, and implementation of treatments through partners. Coordinated planning and implementation will enable larger, more effective projects that cross jurisdictional boundaries, addressing wildfire risk, forest health, and watershed protection at the scale required by current challenges.

Strengthening and enhancing Utah Good Neighbor Authority: Good Neighbor Authority (GNA) allows the USFS to authorize states, counties, and federally recognized Indian tribes to conduct certain projects on federal lands. Congress originally authorized GNA in 2001 and expanded that pilot to include National Forest System lands in Utah in 2004 (P.L. 108-447, §§336-337). In 2014, Congress permanently passed GNA into law. Since that time, the Parties have been using GNA as a tool to reduce hazardous fuels and to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat. The Forest Service has invested more than \$47 million in GNA agreements in the State of Utah since the Agreement for Shared Stewardship was signed in 2018. The State has added to and leveraged this funding, allowing the Parties to increase the pace and scale of work accomplished on-the-ground.

The Parties agree to continue investing in GNA as a tool to mitigate wildfire risk and improve forest and rangeland health. Additionally, the Parties agree to explore the development of a new, separate GNA agreement, collaboratively defining opportunities to implement timber-sales in Utah. Both agencies will work together to identify GNA timber focused pilot projects and desired outcomes for National Forest System lands in Utah with the goal of harvesting an annual sustainable timber sale volume that supports local industry needs and creates opportunity for growth. The Parties also agree to continue hosting joint industry meetings on an annual basis to discuss the needs of wood products industry.

With the expanded GNA authorities under the 2018 Farm Bill, the 2025 EXPLORE Act, the Parties will strive to include other counties, tribes and additional state agencies—facilitating opportunities to accomplish more cross-boundary, landscape-level treatments.

Application of the Forest Service Land Management Plans, Utah's Forest Action Plan, and the State Resources Management Plan to develop an annual action plan of work. The Parties have expended considerable time and effort developing land and resource management plans and a state-specific Forest Action Plan to account for the many interests associated with

management of National Forest System lands. Under Utah's existing Agreement for Shared Stewardship, the Forest Service and State have integrated the State's Forest Action Plan into its decision-making process, specifically in the identification of wildfire prevention and mitigation priorities. The Parties commit to using these plans and working together to develop an annual action plan that includes mutual goals and opportunities for cross-boundary, landscape level projects that meet resource needs and serve industry and local communities.

Identify mutually agreed upon national forest landscapes to collectively implement active forest management: The identified landscapes can include all land jurisdictions and should include at risk landscapes that are identified using the best available plans and science. The execution of this section is strictly contingent upon adequate capacity and financial resources which may be granted through USDA to support the Forest Service's National Forest Active Management Strategy, and/or future state appropriations.

Identification of Additional Shared Stewardship Opportunities In addition to collaborating on wildfire and active management of National Forest System lands, the Parties have a long history of collaborating to address other complex land management issues and challenges. For example, the State, working in partnership with the Forest Service, has demonstrated an interest, willingness, and ability to invest in wildlife habitat improvements, postfire restoration, recreation infrastructure improvements, and grazing projects through programs such as the Watershed Restoration Initiative, Grazing Improvement Program, and Division of Outdoor Recreation grants.

Recent federal legislation, including the EXPLORE Act (P.L. 2118-234), provides the Parties with new powerful tools to bolster an already successful collaborative management framework.

With this Cooperative Agreement, the Parties commit to continuing to support existing successful partnerships in Utah and more closely coordinate in the management of resources on National Forest Systems lands where there is a benefit to the State, Forest Service, and the public, and where there are legal authorities to do so.

Wildlife Management. The Parties agree to meet regularly to identify opportunities to coordinate with respect to managing wildlife and wildlife habitat on National Forest System lands, utilizing agreed-upon best available science

Grazing Management. The Parties agree to meet regularly to identify opportunities to coordinate with respect to grazing allotments, rangeland improvements, monitoring, and innovative practices (e.g., use of virtual fences), as well as use of targeted grazing as a management tool in accordance with land management plans, legal authorities, and the best available science.

Water Resources. The Parties agree to meet regularly and identify conservation opportunities and consider project proposals (e.g., new water storage and water projects) that protect mountain watersheds and benefit valley water users. The Parties may continue existing agreements or enter into new agreements to promote water conservation.

Minerals. The Parties agree to work together to increase permitting efficiencies, improve environmental stewardship, and ensure accountability. Specifically, the Parties will coordinate in areas where the State and Forest Service have shared permitting and or regulatory requirements or responsibilities.

State Transportation Facilities and Routes. The Parties agree to update existing agreements and collaborate, to the extent possible, on future projects where efficiencies can be gained.

Recreation. The Parties agree to identify one or more recreation shared stewardship opportunities, which may include construction, re-construction, or improvement of recreational infrastructure and facilities on National Forest System lands. The Parties will also consider whether there are opportunities for the State to operate and maintain recreation facilities and associated infrastructure, including connected or adjacent trails. The Parties agree to collaborate on implementation of the EXPLORE act and enhance coordination on outfitter & guiding special use permits, specifically where both Forest Service and the State have licensing or permitting requirements, with the goal of improving permitting efficiency, supporting businesses,

improving recreation experiences and opportunities, and ensuring consistency and accountability for guide and outfitter operations.

Heritage Management. The Parties agree to uphold existing agreements, commit to completing pending agreements, and work together to identify future priorities, create new tools, increase staff capacity, and streamline compliance with state and federal laws to ensure effective management of Utah's valuable heritage.

Research and Monitoring. The Parties agree to collaborate on monitoring activities and may partner with universities and institutions to conduct large-scale monitoring and applicable forest, range, and watershed research. The Parties agree to evaluate whether there is a need for the identification and designation of any "experimental forests and ranges" for long-term science and management studies.

National Environmental Policy Act. The Parties agree to work closely on the development of projects. Where appropriate, the parties may also agree to jointly prepare NEPA work.

Goals and Action Plan. Within thirty (30) days after execution of this Cooperative Agreement, the Parties will identify lead points of contact for each resource area identified above. Within approximately 120 days, the Parties will identify a list of mutual goals and potential cooperative opportunities. The Parties will also develop an annual action plan with identified opportunities and timelines.

III. TERM OF AGREEMENT

This Cooperative Agreement shall become effective on the date of the final signature by the Parties (the "Effective Date") and shall remain in effect for twenty (20) years. The Parties agree to meet annually to review and assess progress and whether this Cooperative Agreement is serving its purpose and to adjust as appropriate.

Either of the Parties may terminate this Cooperative Agreement in whole, or in part, at any time by submitting a termination notification to the other party in writing within 90 days following any annual action plan review.

IV. GENERAL TERMS AND CONDITIONS

Tribal rights and responsibilities. The Parties understand that nothing in this Cooperative Agreement, or in any contracts/agreements executed in furtherance of this Cooperative Agreement, affects the federal government's government-to-government and trust relationship with Tribes or affects the Forest Service's ability to exercise its authority under, or to comply with, federal law.

Additional Agreements Refining Implementation. The Parties will develop separate instruments, as necessary, to implement management activities associated with National Forest System lands. Specific projects or activities involving a transfer of service, and/or anything of value, require the execution of separate instruments. Such instruments may include but are not limited to Good Neighbor Authority Agreements, Collection Agreements, Challenge Cost-Share Agreements, Participating Agreements, Volunteer Agreement, Domestic Grants, or procurement actions.

Participation in Similar Activities. Execution of this Cooperative Agreement in no way restricts or prevents the Parties from participating in similar activities with other entities.

Nonbinding Agreement. This Cooperative Agreement 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 separate, coordinated, and mutually beneficial manners to meet the purposes of the Cooperative Agreement. Nothing in this Cooperative Agreement authorizes any of the Parties to obligate or transfer anything of value.

Projects Requiring Funding. The Parties agree to combine and share financial resources to achieve the goals outlined in this Cooperative Agreement, consistent with existing authorities. If the Parties decide to share staff to further collaborative efforts, separate specific agreement(s) will be developed to ensure that all details of the arrangement(s) are agreed to.

Specific, prospective projects or activities involving 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; and agency and cooperator administrative and legal requirements (including agency authorization by statute).

This Cooperative Agreement neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement involving the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met.

Additionally, under any prospective agreement, each Party shall operate under its own laws, regulations, and/or policies. All applicable laws, regulations and policies specific to the jurisdiction where work may occur will be adhered to. The negotiation, execution, and administration of any prospective agreement(s) must comply with all applicable authorities. Nothing in this Cooperative Agreement is intended to alter, limit, or expand the Parties' or delegated agencies' statutory and regulatory authority.

Principal Contacts. The individuals listed below, and/or their respective designees, are authorized to act in their respective areas for matters related to this Cooperative Agreement.

STATE OF UTAH, Governor
Spencer J. Cox

Signature

1/8/26

Date

U.S. Department of Agriculture, FOREST SERVICE, Chief
Tom Schultz

Signature

1/8/2026

Date