

MEMORANDUM OF UNDERSTANDING
Between and Among
USDA FOREST SERVICE, GRAND MESA, UNCOMPAHGRE, AND GUNNISON
NATIONAL FORESTS;
USDI, COLORADO BUREAU OF LAND MANAGEMENT (BLM), UNCOMPAHGRE
AND GRAND JUNCTION FIELD OFFICES;
COLORADO DIVISION OF WILDLIFE (CDOW);
WESTERN AREA POWER ADMINISTRATION;
TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.; AND
THE PUBLIC LANDS PARTNERSHIP

This Memorandum of Understanding (MOU) is hereby made and entered into by, between, and among the USDA Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests hereinafter referred to as GMUG; the Colorado BLM, Uncompahgre and Grand Junction Field Offices; the Colorado Division of Wildlife; Western Area Power Administration, an agency of the Department of Energy; Tri-State Generation and Transmission Association, Inc., an electric cooperative; and the Public Lands Partnership representing a broad base of public and private interests. The aforementioned will be known as the "Parties" or "Partners" to this agreement and collectively as the Uncompahgre Plateau (UP) Project.

A. BACKGROUND

This Memorandum of Understanding (MOU) will replace following its expiration a Cooperative Agreement/Memorandum of Understanding (CA/MOU) that became effective March 2001 and has an expiration date of December 31, 2006. It was developed for the purpose of clarifying the intent of partners to coordinate on the restoration and sustainability of the ecological, social, cultural and economic values of the Uncompahgre Plateau. The Uncompahgre Plateau area, located in southwest Colorado, comprises over 1.5 million acres of private, state and federal lands. This Uncompahgre Plateau Project (UP Project), composed of the parties above, functions in a collaborative approach among the partners, community and interested stakeholders with the overarching goal to improve the ecosystem health and natural functions of the landscape through active restoration projects backed by best science, community input and adaptive management. The CA/MOU authorized that an Executive Committee and a Technical Committee be established with representation from each of the original four partners to the CA/MOU.

It is the desire of the partners to continue the UP Project for another 5 years, and a new Memorandum of Understanding (MOU) is being created rather than extending and modifying the original CA/MOU.

B. PURPOSE

The purpose of this MOU is to document a desire on the part of the signatories to cooperate on programs and projects of mutual interest that generally fall under the umbrella of ecosystem protection and enhancement. This document will outline general objectives and identify several programs that are supported by the parties to this agreement. It also will serve as a framework to add other programs that may be of interest to the parties during the term of this MOU. It is understood by all that this MOU does not bind any party to a financial or other resource commitment, but rather is the framework from which specific participating and cooperative agreements can be developed as deemed appropriate in any

combination of the partners. It is also understood by the parties, that decisions made on projects on federal lands are made by the individual agencies following their existing policies and procedures.

This MOU may serve to leverage resources and demonstrate an ongoing collaboration among the parties, which may strengthen the individual program areas, bring a greater public awareness of the need for the programs the UP Project administers, and provide additional opportunities for increased funding.

C. UP PROJECT

The UP Project area is generally defined as a 1.5 million acre Western Colorado landscape that lies between the Uncompahgre and Gunnison Rivers on the east; US Highway 141 from the Gunnison River to the San Miguel River on the North, the San Miguel River on the West; and, US Highway 62 between the San Miguel and Uncompahgre Rivers on the South. However, programs and projects may include areas outside this described area when they are consistent with the programs, goals and objectives of this MOU.

D. ORGANIZATION

1. Executive Committee: This MOU reestablishes the signatures, below, as the UP Executive Committee, which shall be comprised of managers from the Colorado Division of Wildlife; the Forest Service (the Grand Mesa, Uncompahgre and Gunnison National Forests [GMUG]); the Montrose and Grand Junction Field Offices of the Colorado BLM; Western Area Power Administration, an agency of the Department of Energy; Tri-State Generation and Transmission Association, Inc., an electric cooperative; and the Public Lands Partnership representing a broad base of public and private interests.

Agency representatives appointed to the Executive Committee will communicate with their supervisors or boards as may be required to ensure they are informed of the activities of the UP Project, to receive direction on new programs, and to approve funding or resource assistance. A chairperson may be selected by the members of the Executive Committee to set and conduct meetings and be the primary point of contact between the Technical Committee and the Executive Committee.

The Executive Committee will meet at least one time per year before March 31 to review the prior year activities, review program objectives established by the Technical Committee for the new calendar year. Other meetings may be held as required to evaluate new program opportunities, review and reset goals and objectives, and give direction on other matters the Technical Committee may require. The Executive Committee will focus at the broader program level and authorize the Technical Committee to administer projects within the annual program of work for each program area.

2. Technical Committee: The Technical Committee will include up to three representatives from each of the Executive Committee parties to this MOU. A chairperson (s) will be selected by the members of the Technical Committee to set and conduct meetings and be the primary point of contact between the Technical Committee and the Executive Committee. The Technical Committee will meet on a monthly basis to review program and project progress, review and recommend new programs to the Executive Committee, develop and administer an annual plan of work, seek and allocate funding to programs and projects, and make periodic reports to the Executive Committee. The Committee will be responsible for maintaining a qualified staff that is responsible for carrying out the work plans for each program.

3. Staff Support: The Technical Committee is authorized to fill and oversee various staff support positions that are approved by the Executive Committee. The resources provided by these positions will be determined based on the specific needs of the Technical Committee to carry out the annual plan of work.

E. OBJECTIVES AND GOALS

1. The Technical Committee will develop annual plans of work, set specific objectives and goals for those plans, and compile, review and report the results of the plans of work, on an annual basis.
2. The following program areas and objectives will be the primary focus of the UP Project during the term of this MOU:

Administrative

- Implement the UP Project Plan (August 2003 and as amended), included established goals and anticipated products as described in the Plan.
- Prepare annual work plans that address each of the primary program areas and document and report the results of those plans. Modify existing and develop new plans as may be required to improve efficiencies, provide for higher rates of achievement and success.
- Develop and monitor program budgets to ensure adequate funding is available to allow for completion of work plans. Seek additional funds to supplement annual appropriations when required to meet program needs.
- Utilize, when necessary, a fiscal agent to administer Project funds and provide contracting and other services.

Landscape Restoration

- Coordinate landscape planning within the boundaries of the UP Project as described above. This planning will allow for a coordinated effort to leverage funding and complete restoration projects in a consistent approach within individual watersheds and will address the primary concerns in each watershed.
- Restore landscape and vegetation as a whole so that managed and natural processes are sustainable for the benefit of people and the ecosystem.
- Facilitate and leverage funding for restoration projects.
- Through its *Invasive Species Program*, develop Coordinated Weed Management Areas Plans for priority landscapes to manage invasive species through integrated weed management techniques.
- Improve habitat quality for featured wildlife species.
- Coordinate various projects that address Wildland/Urban Interface issues including projects that improve public and firefighter safety and the safety of utility infrastructure.
- Through its *Native Plant Program*, continue to develop and administer the Uncompahgre Plateau Native Plant Program with the objective of developing adequate volumes of seed stock native to the Uncompahgre Plateau and areas with similar ecosystem characteristics for use on UP Project restoration and mitigation projects.

Scientific Research and Monitoring

- Conduct or support various science-based projects to enhance the knowledge of key areas important to maintaining viable ecosystems.

Education and Training

- Maintain an outreach program that includes: technology transfer; public information programs and demonstration projects; an archive with the results of various science studies; and promotion of Project achievements.

Community and Economy

- Promote stewardship service programs for sustaining community-based natural resource businesses.
- Strive to ensure that programs improve the local economy, have social and cultural value, and result in overall ecosystem improvements as determined by a long-range monitoring program.
- Explore opportunities to cooperate and expand the UP Project collaborative concept with those counties who are members of the HLP (Healthy Landscapes Partnership) in the Grand Mesa, Uncompahgre and Gunnison Forests (GMUG) and adjacent BLM and private lands where common interests and opportunities for cooperation may exist.

NOW, THEREFORE, the Parties to this MOU have identified common interests, and have independently and collectively determined that it will be of mutual benefit to work collaboratively to accomplish the above stated programs and other programs that may come forward during the term of this Agreement. This MOU will serve as an overarching statement of cooperation from which other formal cooperative agreements and contracts may be developed among and between the Parties. Those agreements will reflect the objectives of this Agreement. If the UP Project decides to enter into other agreements, each party to this MOU will have the option of being excluded when the agreement(s) conflict with its own internal policies and operating standards.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the individual agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the agencies or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU is effective January 1, 2007 and continue for a period of five years unless it is terminated by a majority of the member Parties. This MOU may be amended upon written request of either the agencies or Partners and the subsequent written concurrence of the other(s). Either the agencies or Partners may withdraw from this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The agencies and Partners and their respective agencies and office 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

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Bureau of Land Management

Uncompahgre Field Office Project Contact

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Colorado Division of Wildlife Project Contact

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Western Area Power Administration Project Contact

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Tri-State Generation and Transmission Association, Inc. Project Contact

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Cooperator Administrative Contact

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6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the agencies or Partners 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 Partners 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

FS Agreement No. 07-MU-11020400-010
Cooperator Tax ID No. _____
Cooperator Agreement No. _____
1/1/07

Field Maintenance Manager, _____ **Date**
Western Colorado Maintenance Office _____ **Date**

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

Transmission Maintenance Manager _____ **Date**
West Region, Tri-State Generation and Transmission Association, Inc.

PUBLIC LANDS PARTNERSHIP.

Co-Chair _____ **Date**

Co-Chair _____ **Date**