

FS Agreement No.	08-MU-11021200-057
Cooperator Agreement No.	
	2/18/11

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 CITY OF WOODLAND PARK  
 TELLER COUNTY  
 COLORADO STATE FOREST SERVICE  
 NATURAL RESOURCE CONSERVATION SERVICE  
 COLORADO SPRINGS UTILITIES  
 COALITION FOR THE UPPER SOUTH PLATTE (CUSP)  
 GOVERNOR’S ENERGY OFFICE  
 COLORADO STATE UNIVERSITY FOREST RESTORATION INSTITUTE  
 AND  
 USDA -FOREST SERVICE  
 PIKE AND SAN ISABEL NATIONAL FORESTS  
 CIMARRON AND COMANCHE NATIONAL GRASSLANDS  
 (PSICC)  
 For The  
*WOODLAND PARK HEALTHY FOREST INITIATIVE*

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the aforementioned members of The Woodland Park Healthy Forest Initiative Committee, hereinafter referred to as the Committee and USDA Forest Service, PSICC, hereinafter referred to as the U.S. Forest Service.

**A. PURPOSE:**

This Memorandum of Understanding formalizes the Committee’s roles and responsibilities. The overall goal of the Woodland Park Healthy Forest Initiative is to expedite and enhance implementation of forest health, fuels mitigation and biomass projects in the area surrounding Woodland Park, as defined by the Committee, with emphasis placed within and around zone 1 and zone 2 areas as identified in Teller County’s Community Wildfire Protection Plan.

To achieve this goal, all entities have agreed to the following objectives:

- 1.) Build a strong network of agencies to more effectively achieve our goal and address other community-related needs including preparation for future fires.
- 2.) Create a footprint of treated or protected areas on at least 20% of the approximately 41,000-acre project area by December 2010.
- 3.) Engage local citizens in actively participating in the implementation of their CWPPs and and empower them to maintain a level of involvement in natural resource management into the future, as we provide a model of community-based collaborative wildfire mitigation implementation.
- 4.) Pursue at least three endpoint-market options for biomass for heat, energy, disturbed-lands reclamation, or wood products, as a step for increasing future treatment acres throughout the Front Range by lowering the cost of disposal.
- 5.) Create an active outreach program that publicizes the project’s successes and lessons learned so that other communities can benefit from our experiences.
- 6.) Monitor the project so as to increase our understanding of the costs and benefits of our work.

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To realize the goals and objectives, the Committee provides direction and leadership, including:

- Providing a central source of information.
- Facilitating interagency short- and long-term assistance to communities and individuals.
- Providing a mechanism to coordinate interagency restoration and forest health efforts within the community.
- Collaborating with the public, businesses, organizations and agencies on the short- and long-term needs, and on a specific list of projects within the identified project area as well as in the surrounding area.
- Coordinating and facilitating the ongoing volunteer program to support community and forest restoration efforts.
- Expanding understanding in the community on how to prepare for, and cope with, wildland fire and associated events.
- Leveraging funding to assist with planning, restoration, communications, and educational efforts.
- Friend-raising of interested individuals, businesses, governmental leaders and others to build support for planning, restoration, communications, educational, and implementation efforts.
- Retaining local focus on local needs.
- Other activities as deemed appropriate by the Committee.

**B. RESPONSIBILITIES:**

The Committee’s roles and responsibilities include:

- Provide liaison with local, state, and federal entities, nongovernmental organizations, and the general public.
- Integrate and coordinate the stakeholders’ interests.
- Share relevant information with partners.
- Coordinate with other resource projects as needed.
- Identify implementation plans for complex, multi-jurisdictional efforts.
- Provide planning, implementation, and monitoring guidance to help resolve barriers.
- Evaluate costs and results of implementation.
- Monitor and evaluate the progress of recovery efforts.
- Develop additional partners and funding for future efforts.
- Create subcommittees as needed to complete work.
- Create the structure and criteria for the selection of projects through a competitive grant process if cost-sharing grants are to be made available to citizens through approved funding mechanisms.

**C. DECISION MAKING:**

The Committee’s decisions are limited to issues pertaining to the member’s roles and responsibilities and do not include decisions where one member has sole authority. Decisions will generally be made under group consensus; however, at least two-thirds majority vote of those voting will be used in the absence of consensus. Each partner gets one vote regardless of the

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number of representatives attending the meeting. A quorum of at least half of the partners is required for any decision to be made.

**D. MEETINGS:**

- Meetings of the Committee and such subcommittees as the Committee deems necessary will generally be held at least bimonthly, or as often as deemed necessary by members.
- Written notice of meetings shall be given to each member and others as appropriate, at least fourteen (14) days prior to the meeting is scheduled.
- Any member with three consecutive unexcused absences will be contacted to inform that organization that their representative is not attending the meetings. This is to ensure the lack of representation reflects a lack of interest by the organization and is not due to a representative's transfer or similar oversight.

**E. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The mission of the Woodland Park Healthy Forest Initiative is to help protect the greater Woodland Park community from fires, create sustainable forest conditions, reduce the risks to human life, natural resources and property, gain better understanding of biomass utilization feasibility, integrate research, monitoring and management, and to help reduce the risks of large catastrophic fires.

**F. FOREST SERVICE SHALL:**

Prioritize fuels treatment projects from 2008 through 2010 within the defined boundary. Target goal is 1500 ac/yr treatment on lands managed by the PSICC.  
Provide technical expertise to other members in the Committee for fuels treatment.

**G. COLORADO STATE FOREST SERVICE SHALL:**

Prioritize fuels treatment projects from 2008 through 2010 within the defined boundary.  
Provide technical assistance and encourage participation of local landowners.

**H. TELLER COUNTY SHALL:**

Provide GIS resources and staff support as requested by the Committee and as available.  
Help raise profile of project at state and federal levels.  
Help evaluate proposed work for its suitability under the Teller County CWPP.  
Help provide funding to CUSP and/or other partners as approved by the BOCC.

**I. CITY OF WOODLAND PARK SHALL:**

Partner with CUSP and Colorado State Forest Service to treat public lands within the city limits, such as parks, open space, trails, etc.  
Host meetings at City facilities in Woodland Park.  
Through its wastewater utility, work with partners to utilize mulch as a sludge amendment in its composting project.

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**J. CUSP SHALL:**

Provide financial support and help secure funding for private land treatment.  
 Provide staff support to the Committee for coordination and administrative services.  
 Continue ongoing project work (fuels reduction, carbon sequestration, biomass utilization) which contribute to the project goals.

**K. COLORADO SPRINGS UTILITIES SHALL:**

Springs Utilities has test cofired woody biomass and will work with the Committe to continue the investigation of utilizing the forestry biomass by-product for electric production.

**L. GOVERNOR’S ENERGY OFFICE SHALL:**

Facilitate assessments of potential biomass heating projects.  
 Provide potential biomass technical assistance for project development.  
 Support data aggregation for supply availability in Teller County.

**M. COLORADO STATE UNIVERSITY THROUGH ITS FOREST RESTORATION INSTITUTE SHALL:**

Provide monitoring and evaluation expertise for the ecological, economic, and social dimensions of the project through establishment of a multi-party monitoring team.

**N. NATURAL RESOURCES CONSERVATION SERVICE SHALL:**

Help create funding opportunities for private landowners by working with them to apply for EQIP funds.

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

- 1. FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the U.S. Forest Service 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 U.S. Forest Service or other WPHFI Committee members from participating in similar activities with other public or private agencies, organizations, and individuals.
- 3. COMMENCEMENT/EXPIRATION/TERMINATION.** This MOU takes effect upon the signature of the Forest Service and the members of the WPHFI Committee and shall remain in effect until 12/31/2010. This MOU may be extended or amended upon written request of either the U.S. Forest Service or the WPHFI Committee and the subsequent written concurrence of the other(s). Either the U.S. Forest Service or the Committee may terminate this MOU with a 60-day

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written notice to the other. Individual entities may terminate their participation in the Committee with a 60-day written notice to the other members.

**4. RESPONSIBILITIES OF PARTIES.** The Forest Service and the WPHFI Committee 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 the objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Nothing in this MOU shall obligate any member of the Committee or the Forest Service to transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the signatories 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.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<b><u>Forest Service Project Contact</u></b>	<b><u>Colorado State Forest Service Project Contact</u></b>
Cheri Bashor 2840 Kachina Drive Pueblo, CO 81008 Phone: 719-553-1418 Fax: 719-553-1440 Email: <a href="mailto:cbashor@fs.fed.us">cbashor@fs.fed.us</a>	Larry Long Colorado State Forest Service PO Box 9024 113 South Boundary Woodland Park, CO 80866-9024 <a href="mailto:lalong@lamar.colostate.edu">lalong@lamar.colostate.edu</a> (719) 687-2951

<b><u>Teller County Project Contact</u></b>	<b><u>City of Woodland Park Project Contact</u></b>
Jim Ignatius, Commissioner Box 959 Cripple Creek, CO 80813 <a href="mailto:ignatiusj@co.teller.co.us">ignatiusj@co.teller.co.us</a> 719-686-7906	Amanda Brush P.O. Box 9007 Woodland Park, CO 80866 <a href="mailto:abrush@city-woodlandpark.org">abrush@city-woodlandpark.org</a> 719-687-5209

<b><u>CUSP Project Contact</u></b>	<b><u>Colorado Springs Utilities Contact</u></b>
Carol Ekarius Box 726 Lake George, CO 80827 719-748-0033 <a href="mailto:carol@uppersouthplatte.org">carol@uppersouthplatte.org</a>	Terry A. Meikle, P.E. PO Box 1103 Colorado Springs, CO 80947-0010 719-668-8943 <a href="mailto:TMeikle@csu.org">TMeikle@csu.org</a>

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<b><i>Governor's Energy Office</i></b>	<b><i>Governor's Energy Office</i></b>
Stacey Simms Biofuels & Local Fuels Program Mgr. 303-866-2308 stacey.simms @state.co.us	Mona Newton Central Regional Rep 303-809-0379 <a href="mailto:Mona.newton@state.co.us">Mona.newton@state.co.us</a>

<b><i>Colorado State University Forest Restoration Institute</i></b>	<b><i>Colorado State University Forest Restoration Institute</i></b>
Technical Contact: Dr. Tony Cheng Warner College of Natural Resources Colorado Forest Restoration Institute Colorado State University, Fort Collins, Co 80523 <a href="mailto:Tony.Cheng@colostate.edu">Tony.Cheng@colostate.edu</a>	Administrative Contact: Carmen Morales Warner College of Natural Resources Colorado Forest Restoration Institute Colorado State University, Fort Collins, Co 80523 <a href="mailto:Carmen.Morales@colostate.edu">Carmen.Morales@colostate.edu</a>

<b><i>Natural Resource Conservation Service</i></b>	<b><i>Front Range Roundtable Project</i></b>
Leon Kot 800 Research Drive, Ste 100 Woodland Park, CO 80866 719-686-9405 <a href="mailto:leon.kot@co.usda.gov">leon.kot@co.usda.gov</a>	

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or members of the Committee 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 Committee 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.

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7. ESTABLISHMENT OF RESPONSIBILITY. This MOU 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.

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THE PARTIES HERETO have executed this instrument.

**USDA FOREST SERVICE-PSICC**

**COLORADO STATE FOREST SERVICE**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Print Name:

Print Name:

Print Title:

Print Title:

**TELLER COUNTY**

**CITY OF WOODLAND PARK**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Print Name:

Print Name:

Print Title:

Print Title:

**COALITION FOR THE UPPER SOUTH PLATTE**

**COLORADO SPRINGS UTILITIES**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Print Name:

Print Name:

Print Title:

Print Title:

**GOVERNOR'S ENERGY OFFICE**

**COLORADO FOREST RESTORATION INSTITUTE-Colorado State University**

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**NATURAL RESOURCES CONSERVATION SERVICE**

\_\_\_\_\_  
DATE

Print Name:

Print Title:

The authority and format of this instrument has been reviewed and approved for signature.	
MONICA H. CORDOVA	DATE
FS Grants and Agreement Specialist	