



Memorandum of Understanding between Upper Sevier River Community Watershed Partners.

Memorandum of Understanding

Among the:

Dixie National Forest
Bureau of Land Management
Utah Division of Wildlife Resources
Bryce Canyon National Park
Paiute Indian Tribe of Utah
U.S. Fish and Wildlife Service
Utah State University Extension Service
Utah Department of Environmental Quality
Upper Sevier Soil Conservation District
Garfield County
Kane County
Antimony Town

State of Utah School and Institutional
Trust Lands Administration
Utah Association of Conservation
Districts
Utah Division of Forestry, Fire and State Lands
Lands
Color Country RC&D
Natural Resources Conservation Service
Panguitch City
Iron County
Hatch Town
Circleville Town

This Memorandum of Understanding (MOU) is entered into by the United States Forest Service (USFS) Dixie National Forest; Bureau of Land Management (BLM) Kanab and Richfield; Bryce Canyon National Park (NPS); United States Fish and Wildlife Service (FWS); Utah Divisions of Wildlife Resource (UDWR); State of Utah School and Institutional Trust Lands Administration (SITLA); Utah Division of Forestry, Fire, and State Lands (UDFFSL); Paiute Tribe of Southern Utah; Color Country Resource Conservation and Development Council (RC&D); Utah State University Extension Services (USU Extension); and the Utah Association of Conservation Districts (UACD). These partners are referred to as the Cooperators.

PURPOSE

The purpose of the Upper Sevier River Community Watershed Project is to foster collaborative relationships between local governments, state and federal land management agencies, private landowners, Paiute Indian Tribe of Utah, and non-governmental organizations that are interested in restoring the natural resources within the Upper Sevier watershed. This MOU provides a mechanism by which the Cooperators can develop and implement comprehensive assessment and monitoring programs for the Upper Sevier River Watershed and, wherever feasible, provide a unified approach to the management and restoration of the natural resources within the watershed.

GOALS

1. Work cooperatively to better understand and manage in a comprehensive manner, the natural resources within the watershed.
2. Utilize and share expertise between the respective Cooperators for the purpose of natural resource restoration.
3. Foster a better understanding of resource issues between the public and resource management agencies.
4. Provide support and expertise to develop and environmental education program for primary, secondary, undergraduate and graduate students.
5. Work cooperatively to leverage funds and seek grant opportunities for the purpose of improving resource conditions within the watershed.
6. Establish consistent protocols for the collections, storage, and use of information and data gathered by the Cooperators within the watershed.

To achieve the purpose and goals stated above, the Cooperatees agree to work collaboratively, and with all other appropriate public or private agencies, organizations, of individuals. Recognizing that the Cooperators have different responsibilities and missions, this MOU promotes, wherever feasible, efforts to: coordinate data collections, surveys, and research; share resource expertise across jurisdictions; promote involvement of teachers and students in the management and monitoring of natural resources; and identify potential source of funding to support programs initiated under this MOU.

STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The USFS is responsible for managing the resources of the Upper Sevier River Watershed and its headwaters that are within the Dixie National Forest in order to provide for their protection and use by current and future generations.

The BLM is responsible for managing resources pertaining to the Upper Sevier River Watershed that are within the jurisdictional boundaries of the Kanab and Cedar City Field Offices. The BLM provides for the protections and management of natural resources for current and future generations.

The NPS is responsible for managing the Upper Sevier River resources within Bryce Canyon National Park in order to ensure their preservation and protection for future generations. The NPS has specific policies related to the preservation of water quality and other resources in conjunction with other state and federal agencies.

The FWS is the principal Federal agency responsible of conserving, protecting and enhancing fish, wildlife and plants and their habitats for the continuing benefit of the American people.

SITLA is an independent agency of the State of Utah which manages Utah Trust Lands exclusively for the benefit of Utah's schools and 11 other public institutions.

The UDFFSL utilizes the principles of stewardship and ecosystem management to assist non-federal

landowners in management of their natural resources; provides wildland fire protection for non-federal landowners; and optimizes the benefits from ecosystem based, multiple-use management of resources held in the public trust.

USU Extension consists of both Cooperative Extension and Continuing Education. It utilizes research and technology to enhance the quality of the environment through better understanding of and building on agriculture and forestry's links with soil, water, air and biotic resources.

The RC&D works with residents within the watershed to improve their economy and the environment through conservation, development and better utilization of their natural resources.

The Utah Division of Wildlife Resources (UDWR) is the regulatory authority for fish and wildlife in the state of Utah. The UDWR regulates hunting, fishing and trapping and promotes recreational, educational, scientific, and aesthetic enjoyment of fish and wildlife.

The UACD provides unified leadership to achieve a more productive Utah in cooperation with property owners and users, in harmony with a sustainable quality environment for urban and rural citizens. Through this, the UACD promotes the long-term conservation and development of Utah's natural resources.

The Paiute Tribe of Utah consists of the Shivwits, Indian Peaks, Kanosh, Koosharem, and Cedar bands. The headquarters, located in Cedar City, Utah provided health, social services, and economic development projects for tribal members. A major role is also providing tribal perspective to local, federal and State agency development projects.

The Cooperators seek to improve efficiency of programs by combining their efforts, where possible, to foster better working relationships, and to promote a better understanding of the ecological resources and interrelationship within the Upper Sevier River Watershed. By doing so, the Cooperators expect to establish themselves as the recognized authority for the Upper Sevier River Watershed.

THE COOPERATORS AGREE TO THE FOLLOWING:

Geographic Scope of MOU

The 1.2 million acre watershed is generally bounded by the following geographic features: Highway 12/89 junction to the south, Cedar Breaks National Monument to the west, Bryce Canyon National Park to the east, and Paiute and Otter Creek Reservoirs to the north.

Development and Implementation of a Comprehensive Watershed Assessment, Implementation Plan and Monitoring Program

1. Utilize the final approved Upper Sevier River Community Watershed Plan document as a guide, resource, and funding tool when prioritizing watershed projects and programs.
2. Utilize Geographic Information Systems (GIS) to develop a universally accessible platform for the input, storage, and retrieval of data.
3. Utilize a standard approach to assess resource condition and issue association with the restoration of natural resources within the watershed.

4. Coordinate and integrate programs and projects across jurisdictional boundaries in order to most effectively realize resource benefits.
5. Pursue internal and external funding sources, partnerships, etc., to meet the goals and objectives of this MOU.
6. Provide technical and logistical support between Cooperators, and for outside entities when practicable.
7. Utilize research and academic organizations to assist in the development of a sound, defensible monitoring program.

Administration Coordinating Committee

1. Made up of one individual, with decision-making authority, from each of the Cooperators.
2. Responsible for recommending direction and priorities to the Upper Sevier River Steering Committee.
3. Meets at least every two months to evaluate the accomplishments, overall direction, and implementation of this agreement.

Steering Committee

1. Responsible for overall direction and project implementation. The committee determines which projects will be implemented, where the work will be done, and when it will be accomplished.
2. Considers recommendations from the Technical Advisory Teams and Coordinating Committee when developing annual programs of work.
3. Responsible for developing partnerships at the local and national level.
4. Comprised of representatives for each of the entities listed as Cooperators under this MOU.

Technical Advisory Committees

1. Responsible for resource assessments, project development.
2. Comprised of resource specialists, private landowners, and interested individuals that are knowledgeable about resource issues.
3. Recommend implementation projects to improve resource conditions in the watershed.
4. The following resource areas are represented by the TACs: Agronomy; Human Resources; Information, Education and Funding; Rangeland Vegetation; Upland Vegetation; Water Quality; ripar-

THE COOPERATORS MUTUALLY AGREE AND UNDERSTAND THAT:

1. Specific work projects or activities that involve the transfer of funds, services, or property among the Cooperators will require the execution of separate agreements or contracts, contingent upon the availability of funds. Each subsequent agreement or arrangement involving the transfer of funds, services, or property among the Cooperators must comply with all applicable statutes and regulations, including those applicable to procurement activities, and must be independently authorized by appropriate statutory authority.
2. This MOU does not restrict the Cooperators from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
3. Records, data, and other information acquired, developed, collected, or documented under this agreement shall be the property of the originating agency.
4. Nothing in this MOU obligated the Cooperator to either expend funds of enter into any contract of other obligations.
5. This MOU may be modified or amended upon written request of any party hereto and the subsequent written concurrence of all the Cooperators. Cooperator participation in the MOU may be terminated with a 60-day written notice of any party to the other Cooperators. Otherwise, this MOU will remain in effect; its terms executable only by the signatories hereto.
6. Any party, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.
7. This instrument is neither a fiscal nor a funds obligation documents. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing.
8. This instrument is executed as of the last date shown below and expires no later than December 31, 2005, at which time it is subject to review and renewal, or expirations.

Signatures

Dixie National Forest

Hatch Town

Bureau of Land Management

Circleville Town

State of Utah School and Institutional Trust Lands Administration

Bryce Canyon National Park

Utah Division of Wildlife Resources

Utah Division of Forestry, Fire and State Lands

Utah Association of Conservation Districts

Utah State University Extension Service

Paiute Indian Tribe of Utah

Utah Department of Environmental Quality

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