



MEMORANDUM OF UNDERSTANDING
Between The
STATE OF COLORADO,
And The
UNITED STATES DEPARTMENT OF AGRICULTURE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into as of the last date set forth on the signature page below (Effective Date) by and between the State of Colorado (State or Colorado) and the United States Department of Agriculture, including the USDA Forest Service, Rocky Mountain Region (USDA Forest Service) (collectively the “Partners”).

I. BACKGROUND.

In August 2018, the U.S. Department of Agriculture announced a new Shared Stewardship Investment Strategy along with the Western Governors’ Association and the National Association of State Foresters, which outlined plans to work more closely with states to identify landscape-scale priorities for targeted treatments in areas that hold promise to achieve the greatest benefits and shared goals. The Shared Stewardship Investment Strategy has three core elements:

1. **Determine management needs on a state level:** The USDA Forest Service and states will prioritize stewardship decisions directly with each state, setting priorities together, and combining mutual skills and assets to achieve cross-boundary outcomes desired by all.
2. **Doing the right work in the right places at the right scale:** The USDA Forest Service and the states will use new mapping and decision tools to locate treatments and other investments where they can do the most good, thereby protecting communities, watersheds, and economies where the risks are greatest.
3. **Using all available tools for active management:** The USDA Forest Service and states will use every authority, program, and tool available to do more work on the ground, including timber harvest, non-commercial mechanical treatments, carefully managed fire, infrastructure maintenance and improvement, and other watershed restoration activities working with partners and stakeholders to choose the right tools.

The health of Colorado’s forests and natural resources heavily influence the social, economic, and environmental landscapes throughout the State. Forest health and natural resource management issues are not confined or defined by ownership and administrative

boundaries. The signatory Partners have expertise in forest and natural resources focused research and science, planning and implementation, and related education and conservation assistance.

II. TITLE.

Improve Shared Stewardship Across All Lands in Colorado through a Collaborative Partnership Between Colorado and USDA Forest Service (Shared Stewardship Strategy)

III. PURPOSE.

The purpose of this MOU is to establish a Shared Stewardship Strategy framework to allow the Partners to work collaboratively to accomplish mutual goals, further common interests, and effectively respond to the increasing suite of challenges facing the communities, landscapes, natural resources, and cultural resources of the State.

The MOU among the Partners is the foundation for future collaboration with tribal partners, local governments, other state and federal agencies, and non-governmental organizations. The intent is to collectively focus investments on identified land management priorities in areas with promise to achieve the greatest benefits. The Partners will work to effectively: manage risks; improve forest, rangeland, and watershed health and productivity; enhance scenic opportunities; reduce hazardous fuels; protect fish and wildlife resources; sustain cultural resources; and provide for the health, prosperity, and enjoyment of our communities and the visiting public.

A key component of the Shared Stewardship Strategy is to prioritize decisions at landscape scale using collaborative processes long demonstrated in Colorado.

The Partners understand that decisions, priorities, and implementation will benefit by development and use of shared knowledge, tools, and resources, and agree to coordinate on the same.

IV. STATEMENT OF MUTUAL BENEFIT AND INTERESTS.

Colorado's forests and woodlands cover roughly 24.2 million acres. Of this, around 15.9 million acres are in federal ownership, 11.3 million acres are National Forest System lands, approximately 7.1 million are in private ownership, and the remaining forest acreage is in tribal (~457K acres), state (~618K acres), and local government (~145K acres) ownership.

Federal, state, tribal, local, and private managers of forests and rangelands face a range of urgent challenges, among them catastrophic wildfires, invasive species, degraded watersheds, loss of developed recreation areas and recreational connectivity, and epidemics of insects and disease, all exacerbated by the long-term impacts of climate change and pressures from population growth. The conditions fueling these circumstances are not improving. In Colorado, concerns include the loss of fish and wildlife habitat, impacts from recreation and population growth, loss of forest and

rangeland productivity, longer fire seasons, watershed health, the rising size and severity of wildfires, and the expanding risk to our communities, natural resources, economies, and our citizens and firefighters.

The Partners recognize that Colorado's natural resources are threatened, and these challenges can be better met by a collaborative approach through the Shared Stewardship Strategy that is strengthened by the assets and expertise of each of the Partners.

V. PRINCIPLES.

1. **Science:** The Partners will determine availability of data, maps, and analyses, including those used: for wildland fire pre-suppression planning and incident response plans; to assess any gaps or duplication; and to share the best available science and models to prioritize and inform decisions. A Scenario Planning Tool will be used to inform decision-making when it comes to selecting priority landscapes.
2. **Tools:** The Partners will use authorities, programs, and tools, including the Good Neighbor Authority, Regional Conservation Partnership Program, programs of the Cooperative Forestry Assistance Act, Landscape Scale Restoration grants, State Trails and Great Outdoors Colorado grants, and NEPA categorical exclusions, as appropriate, to effectively and efficiently implement priority activities across landscapes.
3. **Models:** The Partners will suggest, evaluate, and select appropriate models for prioritizing and decision-making that will lead to a consistent and efficient process for identifying priority landscapes, project lists, and Partner commitments.
4. **Strategies and Plans:** The Partners each have existing plans and strategies that guide work within their purview. Many of these strategies and plans were developed in collaboration with other agencies, partners, and the public. As appropriate, the Partners will use existing plans, strategies, and vehicles, such as advisory committees, as the foundation upon which to base landscape scale priorities and decisions on a statewide basis. The Partners will make a concerted effort to evaluate overlap and common ground to identify mutual interests and benefits for the greatest good and will avoid duplicative efforts to develop additional strategies and plans. See Appendix A for a list of key references that will serve as an initial foundation for strategies and plans.
5. **Resources:** The Partners will evaluate and deploy available resources such as employees, funds, and grants for targeted investment in a manner that helps achieve efficiencies, economies of scale, and effectiveness. Additionally, the Partners will explore and seize opportunities to leverage investments with non-government funds.
6. **Relationships:** The Partners will coordinate and work in partnership with other federal agencies, state agencies, tribal governments, local governments, private landowners, and non-governmental organizations, as appropriate, to promote effective investments, problem-solving and decision-making.
7. **Innovation and Public Engagement:** The Partners will maintain a customer focus, embrace new thinking and partnerships, innovate, and take measured risks

within statutory, regulatory, and policy limits to seize opportunities for shared success. Furthermore, the Partners will proactively communicate with both communities of interest and place as the Partners strive to increase awareness and understanding surrounding their work together.

VI. THEMES.

The Partners seek to proactively identify priority watersheds and landscapes, coordinate investments, and carry out projects to improve the health and productivity of forest, rangeland, and habitat in Colorado. To achieve landscapes that are more resilient to fire and other disturbances, the Partners will take a more integrated approach to prioritizing investments where such investments will have the greatest impact and will work together to set priorities that address benefits and risks across broad landscapes. A collaborative approach through the Shared Stewardship Strategy that addresses benefits and risks across different ownership boundaries and habitat types will have direct and positive effects on land management practices as well as the natural resources and citizens of Colorado.

Shared priorities and goals will be derived from several primary themes:

1. **Ecological restoration:** Health and resilience of our lands and waters support people, communities, fish, and wildlife. We will expand our capacity for restoration by working with local governments, communities, tribal governments, private landowners, and our other partners to strengthen resilience of ecosystems across boundaries. Specific emphasis will be on:
 - Making our forests less vulnerable to wildfires, insects, disease, and drought;
 - Protecting and enhancing our priority watersheds; and
 - Protecting and enhancing wildlife habitat and wildlife corridors.
2. **Sustainable recreation opportunities:** We will provide a diverse array of mission-appropriate and sustainable recreation opportunities, leveraging our limited resources and extending our capacity through integration and partnerships.
3. **Sustainable recreation amenities:** Our recreation infrastructure connects people with the land, protects the land, and is designed to minimize the adverse impact of visitor use. Taking into account changing demographics and visitor use, we will strive to design, construct, and maintain recreation amenities to enhance access and the visitor experience, to preserve socially culturally significant places, and to promote the visitors' health, safety, and welfare.
4. **Protection of water resources and critical infrastructure:** More than 24.4 million acres of Colorado's forestland impact the State's water supply, and many of these forested watersheds contain critical infrastructure for municipal drinking water supplies, such as intakes, reservoirs, pipelines, and diversion structures. Our work will emphasize the important connection between healthy forests and Colorado's water supplies that support a variety of needs including public drinking water, agriculture, industrial uses, recreation opportunities, and habitat for aquatic life.

5. **Conserve and protect fish and wildlife:** We will prioritize activities that conserve fish and wildlife, protect and enhance the environment, and provide recreational fishing, hunting, wildlife viewing, and other sustainable opportunities for Colorado residents and visitors. Our work will include coordinating with local, state, and federal land managers - and across administrative boundaries - on a landscape-level to maintain, protect, and enhance wildlife corridors and habitat connectivity.
6. **Diversity:** Our work will be inclusive and reflective of Colorado's culturally rich and diverse populations, striving to seek out a diversity of stakeholders and populations across backgrounds and demographics, and work to make the enjoyment and stewardship of our natural resources meet the changing demographics within the State.
7. **Healthy communities:** We will help support diverse and vibrant local economies through relationships, practices, collaboration, and investment. As stewards of the State's natural resources, the Partners will directly and indirectly support jobs and generate economic activity across the State. We will encourage attention to community protection and working with local fire departments/programs.

In accordance with this MOU, the Partners will coordinate and engage other governmental entities and partners to derive the highest priorities that best embody the principles and themes herein. The Partners will examine ongoing and anticipated projects to determine what might be combined, accelerated, or elevated to achieve greater good and greater impact for Colorado, and will focus on investments on such projects.

VII. THE PARTNERS SHALL.

1. Work collaboratively to reach agreements on priority areas that require treatments. Collaborate on mutually agreed upon projects and other work in the pursuit of the overarching goals of this MOU.
2. Collaboratively develop a 5-year work program.
3. Collectively evaluate risk through a joint commitment to examining options for managing risk and deciding what actions to take. Realistically prioritize actions in order to focus and direct concerted investment to achieve landscape scale improvements.
4. Make reasonable efforts: to achieve consistency and avoid conflicts between federal, state, tribal, and private objectives, plans, policies, and programs; and endeavor to address and resolve all issues and concerns raised by any Partner, unless precluded by law.
5. Use all applicable State and federal programs and authorities to carry out any actions taken. This includes, but is not limited to, State-delivered landowner technical assistance, forest health assistance, wildland fire suppression, prescribed fire, State-delivered USDA Forest Service State and Private Forestry Programs, Good Neighbor Authority and other Farm Bill authorities, the Landscape Scale Restoration program, and State Trails and Great Outdoors Colorado grants.
6. Consider and incorporate State and local data and expertise, including socioeconomic data, in development and analysis of actions.

7. Sharing stewardship in the State of Colorado is continuous and evolutionary, therefore, the dynamics of this MOU will evolve during implementation and subsequent iterations. As such, the Partners will agree upon mechanisms to ensure substantial participation from other local and State partners, who will have an interest in carrying out the principles described in this MOU. To effectively reach these agencies, organizations, and other partners, the Partners will develop a communication and outreach plan to gauge interest, determine desired levels and methods of engagement, and seek input into prioritization processes.
8. Partners will consult with and seek input from additional units of government, tribes, collaborative groups, advisory groups, and others that may be appropriate to derive the best solutions and highest benefits for the resources invested.
9. Work together to develop and manage outdoor recreation opportunities to contribute to increased quality of life, economic prosperity, and the health of Colorado communities and residents while protecting natural resources and wildlife.

VIII. MUTUAL UNDERSTANDING AND AGREEMENT BETWEEN THE PARTNERS.

1. The Partners are bound by all applicable federal, State, and local statutes and regulations, ordinances, and rules. If conflicts arise, the Partners will evaluate how authorities can best achieve the goals of a project.
2. The Partners will protect sacred sites and preserve cultural resources and take all necessary actions to protect data collected from Native American tribes.
3. All Partners will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the purposes of this MOU.
4. The Partners will conduct business pertaining to this MOU by means of in-person meetings, conference calls, or other means and, in each calendar year, the Partners will meet at least once in person, to evaluate progress on the MOU.

IX. PRINCIPLE CONTACTS.

Individuals listed below may act in their respective areas for matters related to this MOU.

Principal Colorado Department of Natural Resources Contacts:

Colorado Department of Natural Resources Cooperator Program Contact	Colorado Department of Natural Resources Cooperator Administrative Contact
Name: Dan Gibbs Address: 1313 Sherman St, Room 718 City, State, Zip: Denver, CO 80203 Telephone: 303-866-3311 x8668 FAX: Email: Dan.Gibbs@state.co.us	Name: Amy Moyer Address: 1313 Sherman St, Room 718 City, State, Zip: Denver, CO 80203 Telephone: 303-866-3311 x8671 FAX: Email: Amy.Moyer@state.co.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Jacqueline A. Buchanan Address: 1617 Cole Blvd, Bldg. 17 City, State, Zip: Lakewood, CO 80401 Telephone: 303-275-5452 FAX: 303-275-5482 Email: jacqueline.buchanan@usda.gov	Name: Rebecca L. Cuthbertson Address: 1617 Cole Blvd, Bldg. 17 City, State, Zip: Lakewood, CO 80401 Telephone: 303-275-5068 FAX: Email: rebecca.cuthbertson@usda.gov

X. PROVISIONS.

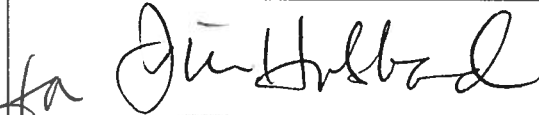
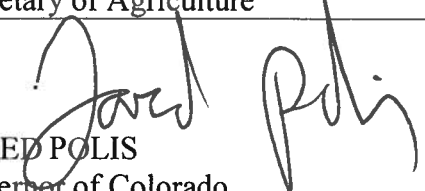
- 1. Notices:** Any communications affecting the operations covered by this MOU given by any Partner is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, to the contact of each organization at the address specified in this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- 2. Participation in Similar Activities:** This MOU in no way restricts the Partners from participating in similar activities with other public or private agencies, organizations, and individuals.
- 3. Endorsement:** Any Partner's contributions made under this MOU do not, by direct reference or implication, convey endorsement of any Partner's products or activities.
- 4. Nonbinding Agreement:** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Partners shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Partners to obligate or transfer anything of value.
- 5. Other Agreements:** Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a Partner requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: federal agency availability of appropriated funds and other resources; State agency availability of funds and other resources; and federal and State agency administrative and legal requirements (including agency authorization by statute). This MOU neither provides, nor meets these criteria. If the Partners elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to other Partner, then the applicable criteria must be met. Additionally, under a prospective agreement, each Partner operates under its own laws, regulations, and/or policies, and any Partner/agency obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.
- 6. Statutory and Regulatory Authorities:** Nothing in this MOU is intended to alter, limit, or expand the Partners' statutory and regulatory authority.

7. **All Parties Acknowledge in Publications, Audiovisuals, and Electronic Media:** All Partners shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
8. **Termination:** Any of the Partners, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. A written termination agreement will be created and provided by the Partner requesting termination to the other Partner as soon as possible but not later than 30 days prior to the intended Termination Date (defined below).
9. **Modifications:** Modifications within the scope of this MOU must be made by mutual consent of the Partners, by the issuance of a written modification signed and dated prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
10. **Termination Date:** This MOU will terminate five years from the Effective Date (Termination Date). Extension of this MOU for an additional five years may be made by mutual consent with a signed and dated modification of this MOU by the Parties (Extended Termination Date). Once fully executed, this MOU is effective until it is terminated by the Partners in writing, the Termination Date, or the Extended Termination Date.

XI. AUTHORIZED REPRESENTATIVES.

By signature below, each Partner certifies that the individuals listed in this document as representatives of the individual Partners are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Partners have executed this MOU as of the last date written below.

 SONNY PERDUE Secretary of Agriculture	Date
 JARED POLIS Governor of Colorado	Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Appendix A – Plans and Strategies

The following plans and strategies will be considered as reference due to the collaborative work of state and federal partners to develop them (not exhaustive).

- The 2009 Colorado Statewide Forest Resource Assessment.
- The 2010 Colorado Statewide Forest Resource Strategy.
- The 2014 National Cohesive Wildland Fire Management Strategy.
- The 2014 Climate Change in Colorado Report.
- The 2015 Colorado State Forest Service (CSFS) Five-Year Strategic Plan 2016-2020.
- The 2015 Master Good Neighbor Agreement entered into by the Board of Governors of the Colorado State University, acting on behalf of the CSFS, and the USDA Forest Service.
- The 2015 Colorado Water Plan and the 2017 Forest Management to Protect Colorado's Water Resources Synthesis Report.
- The 2015 Joint Forestry and Water MOU entered into by the Colorado Department of Natural Resources, the Colorado Water Conservation Board, and the USDA Forest Service. (FS Agreement No 15-MU-11020000-072)
- The 2017 Colorado Joint Forestry MOU entered into by the CSFS, the USDA Forest Service, the USDA Natural Resources Conservation Service and the Colorado Association of Conservation Districts.
- The 2018 Shared Stewardship Strategy, Toward Shared Stewardship Across Landscapes: An Outcome Based Investment Strategy.
- The 2018 4th National Climate Assessment.
- The 2019 Colorado Statewide Comprehensive Outdoor Recreation Plan (SCORP).