

AGREEMENT
between the
Colorado Department of Transportation
and the
United States Fish and Wildlife Service

This Agreement between the Colorado Department of Transportation (CDOT) and the U.S. Fish and Wildlife Service (Service) sets forth the responsibilities of the signatory agencies (parties) relative to the priority review of transportation projects. This Agreement is entered into by each signatory agency with the goal of achieving timely planning, development, design and implementation of exemplary, safe and economical transportation improvements while also assuring such planning, development, design and implementation is sensitive to the protection of fish and wildlife species and their habitats for which the Service is responsible under federal statutes and regulations.

Whereas, the Colorado Department of Transportation, hereinafter referred to as CDOT, is charged under the laws of the State of Colorado with the construction and maintenance of the state's highways, and;

Whereas, the U.S. Fish and Wildlife Service, hereinafter referred to as the Service, is charged under the laws of the United States to implement and enforce environmental statutes such as the Endangered Species Act and the Migratory Bird Treaty Act, and;

Whereas, CDOT has a strong commitment to protecting and enhancing environmental resources including fish and wildlife and their habitats, and;

Whereas, CDOT's Wildlife Program has a mission to provide the best information to engineers and planners early in the transportation development process so that wildlife, native plants, and ecological communities are considered, and;

Whereas, CDOT and the Service mutually agree that a Liaison between the two agencies has to date and would in the future continue to be a significant factor in the success of the wildlife protection goals of both agencies, and

Whereas, both parties agree that the Liaison be dedicated to provide CDOT with priority project review, consultation, and assistance in the project planning and development processes, so that transportation projects can be planned, designed and implemented promptly, and would meet environmental quality needs of the State, in a manner that is sensitive in regard to natural resources; and,

Whereas, the present Liaison between CDOT and the Service has been responsible for great savings in time and efficiency while working on CDOT projects and coordinating between the two agencies.

Now therefore, this memorandum of understanding witnesses that:

CDOT agrees:

That the position will be fully provided and funded by CDOT, Environmental Programs Branch.

To provide a state vehicle for use by the Liaison. The vehicle may only be driven by an authorized state employee for business purposes and will be equipped with tires appropriate for the season.

To provide a computer and computer upgrades to the Liaison as needed.

To provide appropriate training for the Liaison as identified by the Service in cooperation with CDOT.

To consider the decisions made by the Liaison as they would by an authority of the Service.

To cooperate in information exchange between the two agencies including that which involves potential violation information.

To include the Liaison in all pertinent meetings, discussions, activities, site visits, etc., that the position might need in order to facilitate permitting, consultation, compliance, and/or decision making.

To utilize the Liaison position to facilitate any threatened and endangered species or migratory bird procedures that normally would require direct contact or consultation with the Service.

That the work priorities of the position will be determined by the CDOT Environmental Programs Branch Natural Resource Section Manager, in cooperation with the Service, based on overall need and urgency.

Service agrees:

To provide office space, basic office supplies, use of copiers, faxes, etc., at no cost to CDOT.

To provide supervision that will guide and direct daily tasks.

To review and respond to CDOT submissions in a timely manner after receipt of complete project documentation.

CDOT and the Service Jointly Agree:

That the Liaison's duties will include, but not be limited to, conducting informal and formal consultations under the Endangered Species Act; providing technical assistance to reduce impacts of CDOT projects to federally protected species including migratory birds; participating in field surveys of protected species where needed, and; reviewing National Environmental Policy Act documents for CDOT projects.

To modify, amend or extend this MOU by the mutual agreement of the signatory parties. Any modification, amendment, or extension of the Agreement will become effective upon signature of all parties involved.

That the performance reviews and ratings for the position will be done according to CDOT standards and scheduled by the Natural Resource Section Manager; however, formal input on the rating will be requested of the Service and concurrence on the final rating will be obtained if possible.

That the parties to this MOU act in an independent capacity in the performance of their respective functions under this MOU; and neither party shall be construed as the officer, agent or employee of the other.

Commencement, Expiration and Termination

The terms and conditions of this agreement will become effective when executed by all the parties, and will be effective for 5 years, unless extended or terminated. At that time, a re-evaluation will be conducted by both parties whereupon the agreement may be extended another 5 years. Either party may terminate the agreement with a 60 calendar-day written notice to the other.

The parties will determine whether the terms and conditions of this MOU are still satisfactory to each party and whether modifications are required. If modifications are required, such changes will be made by written amendment executed by all parties. Each party is free to request changes to the terms and conditions to this MOU at any time while it is in effect, and such modifications may be made by written amendment upon mutual agreement by both parties.

Communication and Contact

The Point of Contact/Project Manager for each signatory agency is listed below, unless such responsibilities are delegated by this individual:


Colorado Department of Transportation

Environmental Programs Branch Natural Resources Section Manager
4201 East Arkansas Avenue, Shumate Building
Denver, Colorado 80222
303 512-4053

U.S. Fish and Wildlife Service


Colorado Field Office Supervisor
P.O. Box 25486, DFC (65412)
Denver, Colorado 80225
303 236-4773

The parties hereto have executed this MOU.



Environmental Program Branch Manager
Colorado Department of Transportation

12/13/10
Date



Colorado Field Office Supervisor
U.S. Fish and Wildlife Service

11/1/2010
Date