

**MEMORANDUM OF AGREEMENT
BETWEEN
UTAH BUREAU OF LAND MANAGEMENT
VERNAL FIELD OFFICE
&
THE UTE INDIAN TRIBE BUSINESS COMMITTEE**

COOPERATING AGENCY AGREEMENT

This MEMORANDUM OF AGREEMENT (MOA) is by and between the Bureau of Land Management, Vernal Field Office (BLM) and the Ute Indian Tribe Business Committee (Ute Tribe), sometimes jointly referenced as "the Parties".

I. INTRODUCTION.

1. Under federal law, BLM is lead agency for the revision of the Vernal Field Office Area Resource Management Plan (RMP). The RMP must conform to requirements of the National Environmental Policy Act (NEPA). BLM has the responsibility for the content of the RMP and its conformance to NEPA, including the Draft Environmental Impact Statement (DEIS) and the Final Environmental Impact Statement (FEIS). BLM is also responsible for requesting the participation of other federal, state, and local government agencies and entities, and tribal governments, and for cooperatively using their expertise as it conducts the RMP/EIS process.

2. In pursuing this responsibility, BLM seeks to enlist Ute Tribe as a *cooperating agency* - - a special status among interested parties -- in order to engage its full participation in the planning process. It is the intention of this MOA to establish an atmosphere of cooperation between the parties where full recognition and respect to the authority and responsibility of both of the government entities is recognized.

3. Ute Tribe has interests in all BLM activities taking place on or near tribal lands; therefore, it has a high level of interest in the outcome of the RMP and EIS. BLM recognizes that Ute Tribe has knowledge and expertise relative to social and economic aspects of the Uintah and Ouray Reservation

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(Reservation), in providing long-term direction for Reservation community growth and development, and in Reservation resources, economic growth and development, planning, transportation, public health, and other tribal matters, all of which must be addressed in the RMP/EIS.

4. Together, BLM and Ute Tribe both have obligations to the public in maintaining the quality of the human environment, including public health in the region. Additionally, they have common interests in all activities occurring along their extensive common boundaries, including the movement of wild horses, other wild animals, and domestic animals, and all instances of trespass. BLM and Ute Tribe have mutual interests in BLM's management of subsurface minerals on the Reservation. BLM and Ute Tribe also have a mutual interest in protecting areas of tribal religious significance located on BLM land.

II. PURPOSE.

The purpose of this MOA between BLM and Ute Tribe is:

1. To confirm the formal designation of BLM as lead agency in the RMP process with responsibility for the conclusions of the RMP, the DEIS, and the FEIS;
2. To formally designate Ute Tribe as a cooperating agency in the RMP/EIS planning process; and
3. To formalize and provide a framework for cooperation and coordination between BLM and Ute Tribe that will be necessary in order to successfully complete the RMP and the EIS in a timely, efficient, and thorough manner;
4. To describe the respective roles, responsibilities, jurisdictional authority, and expertise of each entity in the planning process;

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5. To ensure that the working relationship between BLM and Ute Tribe meets the purposes and intent of NEPA.

III. AGREEMENT

BLM and Ute Tribe agree to the Introduction and Purpose outlined above and to the following particulars:

1. BLM is the lead agency, with responsibility for initiating the RMP/EIS planning process.
2. Ute Tribe is a cooperating agency in this planning process.
3. BLM has responsibility for determining the purpose and need of the project, the conclusions of the environmental analysis, which alternatives are selected, and what mitigation measures will be included.
4. SWCA, Inc. (SWCA) is BLM's contractor in regard to all elements of data, information, and comment collection, and of RMP and EIS drafting. Thus, SWCA will assist BLM in the planning process and Ute Tribe may work directly with SWCA personnel.
5. The Parties agree to participate in this planning process in good faith and make every effort to resolve any perceived areas of conflict. BLM and Ute Tribe agree to fully explore issues before coming to conclusions, and to commit to searching for opportunities for resolution designed to contribute to an effective RMP.
6. Ute Tribe has the right to submit its comments and independent recommendations to BLM in all areas of the plan and for its comments and recommendations to be incorporated into the RMP/EIS to the extent possible.

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7. BLM recognizes Ute Tribe authority, planning priorities, values, and goals as expressed in the Ute Tribe's planning documents, which address present and future needs of the tribe and the Reservation.

8. BLM will provide Ute Tribe copies of all documents underlying the RMP and EIS drafts, including technical reports, data, information, analyses, and comments received relative to the environmental reviews, preliminary and final RMP and EIS drafts, and all comments and information necessary for the EIS and its conclusions.

9. Ute Tribe will provide information, data, and opinions to BLM regarding those elements of the RMP and EIS, and the data and analyses underlying them, in which it is interested or for which BLM requests information and opinions. Ute Tribe will help collect data to the extent possible, participate in discussions about data assessment and technical reports, and provide technical expertise in order to assist in evaluating the effectiveness of the proposed RMP and all alternatives.

10. Ute Tribe will review drafts of the RMP and EIS and comment on potential impacts on the county, particularly on the environment, roads, and the economy. Ute Tribe's reviews will be within the umbrella of NEPA and related legislation and limited to the proposed plan and alternatives that may be proposed. Ute Tribe will return comments on drafts to BLM in a timely manner.

11. BLM will incorporate to the extent possible, the comments, recommendations, and/or data submitted by Duchesne County in the RMP and EIS.

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12. The Parties agree not to employ the services for this project of any third party having a financial interest in the outcome of the RMP. The Parties will take all necessary steps to ensure that no conflict of interest exists with any consultants, counsel, or representatives they may employ in this undertaking.

13. This MOA requires no transfer of appropriated funds by either of the Parties.

14. This MOA is effective upon signing by the manager of the BLM Vernal Field Office and the Chair of the Ute Indian Tribe Business Committee.

15. The schedule for this RMP/EIS is attached and hereby made a part of this Agreement. BLM will promptly inform Ute Tribe of all schedule changes that would affect Ute Tribe's input into the document. Allowances will be made to give adequate time for response.

16. The continuation of this MOA beyond September 30 of subsequent years will be subject to the availability of funds for each of the Parties.

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17. The point of contact for each party to this MOA is:

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dave_w_moore@blm.gov SWCA, Cathryn Collis, Project
Manager (801) 322-4307 Ute Indian Tribe Business
Committee, D. Floyd Wopsock, Chairman

David E. Howell
Field Manager
Vernal Field Office
Utah Bureau of Land Management

Date

D. Floyd Wopsock, Chairman
Ute Indian Tribe Business Committee

Date