

BLM05WTR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT, GRAND JUNCTION FIELD OFFICE
SUBJECT/PROJECT:	TO ENSURE PROTECTION OF THE QUALITY AND QUANTITY OF THE CITY'S MUNICIPAL WATER SUPPLY (WATERSHED)
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF GRAND JUNCTION
AND THE
UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
GRAND JUNCTION FIELD OFFICE

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Grand Junction, hereinafter referred to as the "City" and the United States Department of Interior Bureau of Land Management, Grand Junction Field Office, hereinafter referred to as "BLM."

A. PURPOSE:

To formalize a partnership between the City and BLM to ensure protection of the quality and quantity of the City's municipal water supply; and

To develop and implement a system for communication and consultation between the City and the BLM in the processes and practices of developing and implementing local, state and federal land use actions; and

To ensure active involvement by each party in new and existing project planning and development within the Grand Junction Watershed Area outlined on the attached map (Appendix A) which is incorporated by this reference as if fully set forth. The land area represented by Appendix A that is owned or controlled by the City and/or the BLM shall be known and referred to for purposes of this agreement as "the Area of Interest."

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The BLM and the City are committed to working as partners; the mutual benefits and interests of the partnership shall be to protect the municipal watershed area. Appendix B to this agreement lists the laws, regulations, policies and historical documents that are pertinent to this course of action.

The BLM and the City recognize that land use policy and/or development decisions made or not made by one party affect the other. Because of that, the parties understand and agree that it is mutually beneficial to cooperate in land-use planning, development approval(s), policy development and implementation and decision-making.

The BLM and the City further recognize the need to notify and involve each other before, during and after action(s) concerning and involving the Area of Interest. Areas of mutual interest to the BLM and to the City are listed at Appendix C. Appendix C may be amended by mutual agreement of the parties.

C. THE BLM SHALL:

1. Provide the City an opportunity for meaningful involvement in the development and implementation of land-use plans, programs, and decisions for BLM lands. The BLM shall consider those views, opinions and analyses in its decision making processes. The BLM will ensure that the City has a meaningful role and opportunity for input into resource management plans, special project plans and activity level plans so that the BLM can ensure resource protection for the City's water supply as allowed under law, regulation and policy as it now exists or may be amended.
2. When and where possible, assist the City in the collection of land usage data and information for lands within the Area of Interest as is required by the City, so long as such collection is consistent with the Privacy Act of 1974, as amended. The BLM will notify the City of observed conditions which may appear to threaten water quality and/or quantity. The BLM agrees to describe the condition(s), in writing as soon as practicable, to the City.
3. Provide the City the opportunity to review and comment on proposed actions under consideration by the BLM that are within the Area of Interest.
4. Make available to the City, upon request, nonproprietary information and resources concerning BLM lands located in and above gradient of the City's watersheds.

D. CITY SHALL:

1. Provide the BLM the opportunity to review and comment on proposed actions under consideration by the City that are within the Area of Interest.
2. Establish and work to implement stewardship practices, including grazing plan(s), erosion control and noxious weed control, on those parcels owned by the City within the Area of Interest.
3. Require its contractors, lessees, licensees, permittees and agents performing work for or on behalf of the City on BLM lands to meet all applicable BLM requirements.

E. BOTH PARTIES SHALL:

1. Cooperate in permitting and land-use decision making especially when the decision has or may have a direct impact on water quality and/or water quantity. That cooperation shall be made and/or given in a manner consistent with the responsibilities and authorities assigned by this agreement and other applicable law or policy.

2. Work together to maximize benefits from available financial and human resources while protecting, preserving and safeguarding the City's water quantity and quality. Attaining that goal will be easier if the parties become more efficient and effective by reducing the duplication of effort and working to attain better overall coordination of land and ecosystem management.
3. Establish periodic meetings to review projects and activities and to share information and data collected (monitoring data, analyses, site inspection reports, traffic counts/data, trail logs, inspections reports, *etc.*).
4. Make available digital spatial data including supporting documentation (Metadata) with the following information: data sources, data steward, description of the data, source vintage, source scale reliability and attributing scheme;
 - a. Under the terms of this agreement, only non-classified data may be shared. If automated resource data is shared, it must be verified to the standards of the producing agency. It will be the responsibility of the Parties to request updates to the data. Data updates/information requests or exchanges made under or pursuant to this agreement shall not require a Freedom of Information or Open Records Act request.
 - b. The data provided under or pursuant to this agreement is not warranted for a particular purpose. Neither is it warranted for a purpose(s) other than the purpose(s) for which it was collected or generated by the producer, whether that is the City or the BLM.
5. Provide, where feasible, monetary or in-kind resources to conduct a comprehensive watershed assessment. This comprehensive watershed assessment is planned in cooperation with the City, Bureau of Land Management, Forest Service and other landowners, permittees, licensees, lessees, *etc.*, owning land or conducting activities within the City's watershed. It is anticipated that when the watershed assessment is completed, it will result in the identification of various projects that, when accomplished, will improve the overall watershed health.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM 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 BLM or the City 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 BLM and City and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon written request of either the BLM or the City and the subsequent written concurrence of the other Party. Either the BLM or City may terminate this MOU with a 60-day written notice to the other Party.
4. RESPONSIBILITIES OF PARTIES. The BLM and City and their respective agencies and officers will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner as described in this agreement.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Bureau of Land Management

Catherine Robertson,
Field Manager
Grand Junction Field Office
2815 H Road
Grand Junction CO 81506
Phone: 970-244-3000
FAX: 970-244-3089
E-Mail: catherine_robertson@co.blm.gov

City of Grand Junction

Kelly Arnold,
City Manager
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501
Phone: 970-244-1508
FAX: 970-244-1456
E-Mail: Kellya@ci.grandjct.co.us

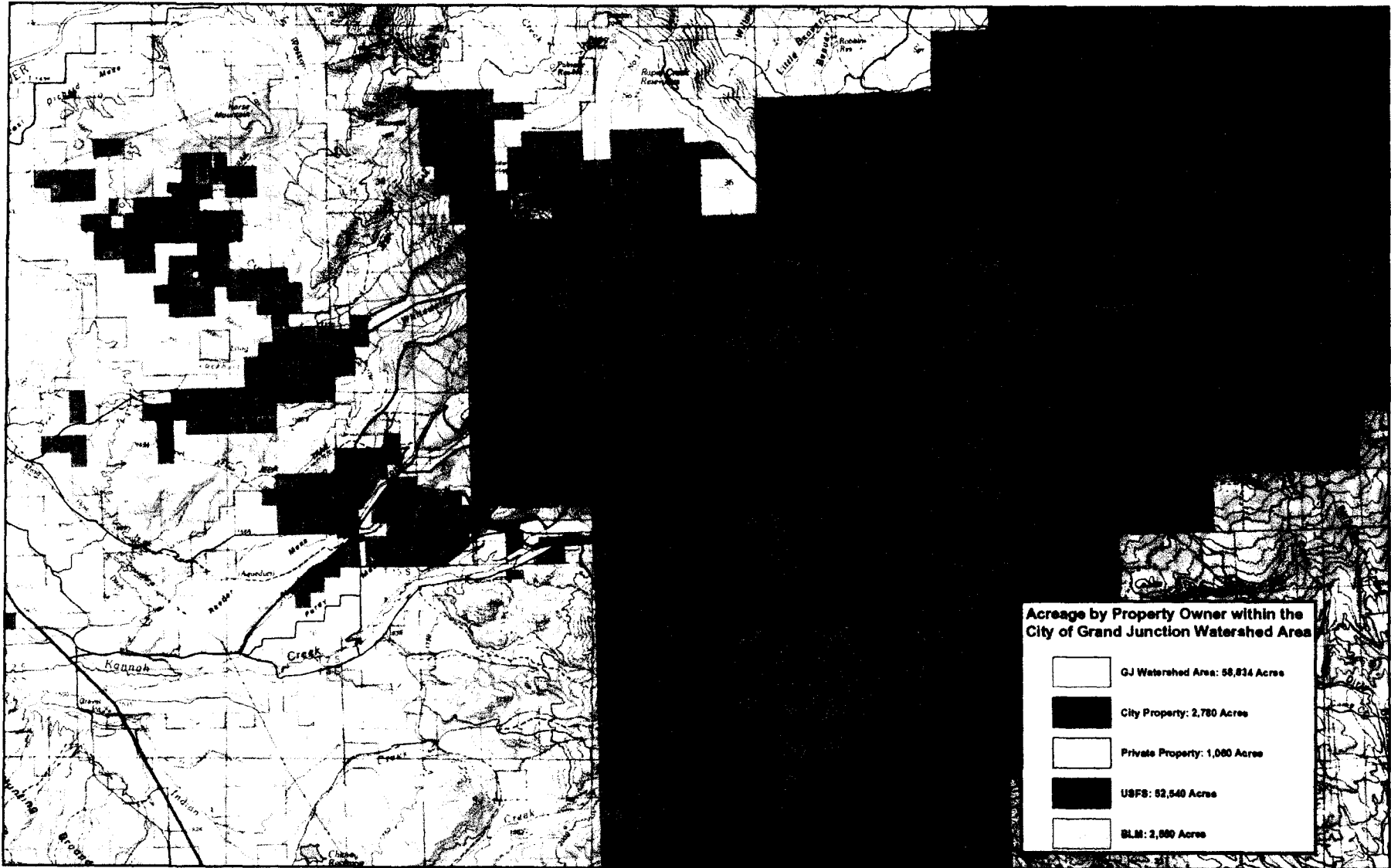
SECONDARY CONTACTS:

Raul Morales,
Associate Field Manager
Grand Junction Field Office
2815 H Road
Grand Junction CO 81506
Phone: 970-244-3066
FAX: 970-2634-3089
E-Mail: raul_morales@co.blm.gov

Terry Franklin, Water Services
Superintendent
City of Grand Junction
2553 River Road
Grand Junction, CO 81505
Phone: 970-244-1495
FAX: 970-244-1426
E-Mail: Terryf@ci.grandjct.co.us

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this agreement shall obligate either the BLM or City 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 BLM and City will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statutes and regulations.

City of Grand Junction Watershed Area



7. ESTABLISHMENT OF RESPONSIBILITY. This agreement 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 either the City or the United States, its agencies or their respective officers or employees.
8. AUTHORIZED REPRESENTATIVES. The signatories below are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

CITY OF GRAND JUNCTION



Mayor

BUREAU OF LAND MANAGEMENT



Field Manager

Date 5/10/05

Date 5/20/05



Appendices:

- Appendix A: City of Grand Junction Municipal Watershed Map- 2004
- Appendix B: Laws, Regulations, Policies and Historical Documents
- Appendix C: Projects of Mutual Interest

Appendix B
Laws, Regulations, Policies and
Historical Documents

For the Bureau of Land Management:

- The National Environmental Policy Act of 1969, (42 USC. 4321 et seq., as amended
- Multiple Use-Sustained Yield Act of 1960
- The Federal Land Policy and Management Act of 1976 (FLPMA); Public Law 94-579, as amended (43 U.S. Code §§ 1701-1785).
- Clean Water Act (Federal Water Pollution Control Act) of 1972; Public Law 92-500, as amended (33 U.S. Code §§ 1251-1387)
- 1987 *Grand Junction Resource Area Resource Management Plan and Record of Decision*. Bureau of Land Management, Grand Junction District, Grand Junction Field Office, Grand Junction, Colorado.
- 1996. Riparian Area Strategy Plan, BLM.
- 1996 *Standards for Public Land Health and Guidelines for Livestock Grazing Management in Colorado*. Bureau of Land Management, Colorado State Office, Lakewood, Colorado.

For the City of Grand Junction:

- Clean Water Act (33 U.S.C. 1251, et seq., as amended)
- Article XIV, Section 18 of the Colorado Constitution and legislation pursuant thereto; namely, C.R.S. §29-1-201, et seq.
- Article XX, Section 10 of the Colorado Constitution to providing for Home Rule and the City's Charter
- Local Government Land Use Enabling Act, C.R.S. §29-20-105, et seq.
- Title 31 of the Colorado Revised Statutes
- Grand Junction Code of Ordinances, as amended
- Grand Mesa Slopes management plan and agreement

Appendix C Projects of Mutual Interest



The City and the BLM will work collaboratively on the following types of applications and/or proposals that may be filed with the BLM or which may be generated by the BLM or which may impact the Area of Interest. It is intended that the City will review and comment on and as appropriate participate in:

- Sales, exchanges, leases or other conveyances of lands and any changes in designation of parcels for exchange in to or out of private ownership by or under the authority or jurisdiction of the BLM Grand Junction Field Office;
- Mineral withdrawals and revocations;
- Issuance of authorizations for roads, power lines, pipelines, telephone lines and other projects;
- Planning information, resource information and resource management plans;
- Schedule of proposed actions, environmental assessments and environmental impact statements;
- BLM designations of special use areas; *i.e.*, community rock sources, communication site complexes;
- Oil, gas and mineral exploration, development, production and reclamation plans including sand and mineral material contracts and plans of operation;
- Proposed timber sales and timber management;
- Water storage and/or diversion project(s);
- Recreation plans;
- Revisions of grazing allotment management plan(s);
- Fuels reduction plans, especially prescription burning that could result in short term increase in sediment yield.

The BLM will be afforded review and comment on the following types of applications or proposals that may be filed with the City and which may impact the Area of Interest, including but not limited to:

- Residential subdivisions, mobile home parks and commercial or industrial development; sand and gravel leases, contracts and/or exploration or extraction; solid waste disposal sites and sewage treatment sites within three air miles of BLM lands;
- Public roads, power lines, pipelines, telephone lines and similar rights-of-way;
- Building or special use permits that may affect BLM lands;
- City zoning and/or subdivision regulations, amendments and changes;

- Pesticide spraying/pesticide use proposals done or made in anticipation of spraying;
- Dust prevention plans;
- City snow plowing on public roads crossing BLM lands in the Area of Interest;
- Multi-use (motorized and non-motorized) trail construction;
- Actions affecting existing access to BLM lands or actions that may create a new access to BLM lands;
- When and where possible, the BLM will assist the City in installation of signs, as proposed by the City, for educating the public on efforts to protect the City's water quality/the health of the watershed lands. The BLM will approve the wording and location of "municipal watershed boundary" signs to be located on BLM lands.

 BLM
 City