MEMORANDUM OF UNDERSTANDING Between the UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT GRAND JUNCTION FIELD OFFICE, The TOWN OF PALISADE And THE CITY OF GRAND JUNCTION

This Memorandum of Understanding, hereafter referred to as MOU, is entered into by the United States Department of Interior, Bureau of Land Management, Grand Junction Field Office and, hereafter referred to as the "BLM", town of Palisade, hereafter referred to as "the Town" and the City of Grand Junction hereafter referred to as" the City".

I. PURPOSE:

The purpose of this document is to establish a general framework of cooperation between the BLM, the Town of Palisade and the City of Grand Junction to ensure protection of the quality and quantity of the Town's Municipal water supply through implementation of prescribed burns, vegetative treatments or other methods agreed upon to reduce the potential impacts of future wildfires.

Develop and implement a mechanism for continued communication and consultation between the parties in the processes and practices of making and implementing land use actions: and

Ensure an appropriate level of involvement by each party in new and existing projects (see attached map A), planning and development within the "Area of Interest" (see attached map B) in accordance with the following provisions.

II. AUTHORITY:

Section 307 (a-g) of the Federal Land Policy and Management Act of 1976 (FLPMA) and the BLM's Priorities for Recreation and Visitor Services.

III. STATEMENT OF MUTUAL BENEFITS:

The BLM, Town and City are committed to working partners; the mutual benifits and interest of the partnership shall be to increase cooperation on the development and implementation of vegetative treatments to lessen the impacts of a catastrophic wildfire. To help protect watershed infrastructure and reduce impacts to water treatment facilities from wildfire.

The BLM, Town and City further recognize the need to notify and involve each other before, during and after action(s) concerning and involving the area of interest.

In consideration of the above premise, the parties agree as follows:

IV. BLM SHALL:

For the life of this agreement:

 Assist the Town in planning and implementing existing projects as well as the planning, developing and implementation of future treatments within the Palisade Watershed.

For the currently identified prescribed burn:

- 1. Complete the Colorado Air Pollution Control Division smoke permit application.
- 2. Complete Environmental Assessment for BLM lands located within the watershed.

V. TOWN SHALL:

For the life of this agreement:

 Allow access to area of interest for cultural survey's, planning purposes and implementation of existing projects as well as the planning developing and implementation of future treatments within the Palisade Watershed.

For the currently identified prescribed burn:

- 1. Complete the Palisade Watershed Prescribed burn plan document.
- 2. Repair if needed, any fences on Town, City and BLM lands that may become damaged due to prescribed fire activities.
- 3. Provide funding for prescribed fire implementation.

VI. CITY SHALL:

For the life of this agreement:

Allow access to area of interest for planning purposes and implementation of existing
projects as well as for the planning, developing and implementation of future treatments
within the Palisade Watershed.

For the currently identified prescribed burn:

- 1. Acknowledge and grant approval of the possibility that City property may be involved in prescribed fire acreage.
- Acknowledge and grant approval of the possibility that fences may become damaged due to prescribed fire activities.

VII. IT IS MUTUALLY AGREED THAT:

- Any party may terminate this memorandum in part or in whole by providing 30 days
 written notice to the other party whenever it is determined that the other parties have
 materially failed to comply with the conditions of this memo.
- This agreement will be reviewed annually and modified as needed. An annual meeting will be held as needed between parties to discuss upcoming projects in both planning and implementation phases. This agreement terminates 5 years from the date of the last

signature. It may be renewed prior to the termination date by mutual agreement of the parties.

- 3. This agreement may be revised as necessary by mutual written consent of all parties.
- 4. Each party shall identify a point of contact for coordination of this MOU:

| Contacts | Town of Palisade | City of Grand Junction | BLM |
|----------|---|--|-------------------------------------|
| Name: | Frank Watt | Rick Brinkman | Lathan Johnson |
| Title: | Public Works Director | Water Services Manager | Fuels Management Specialist |
| Address: | 175 E 3 rd Palisade 81526 | 333 West Ave, Bldg. A Grand Jct., CO 81501 | 2815 H. Road Grand Jct, CO 81506 |
| Phone: | 970-464-1116 | 970-244-1429 | 970-244-3120 |
| FAX: | | | The title of the feeting |
| Email | fwatt@townofpalisade.org | rickb@gjcity.org | lwjohnso@blm.gov |

The parties hereto have executed this agreement as of the last day written below.

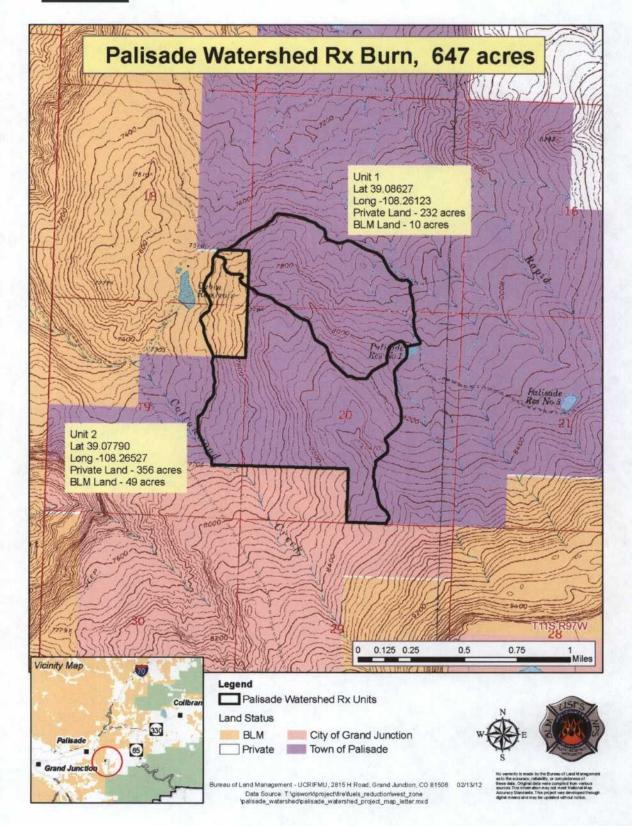
Catherine Robertson, Field Manager

BLM - Grand Junction Field Office

Roger L. Granat Mayor of Palisade

Rich Englehant Grand Junction City Manager $\frac{3/9/12}{Date}$ Date $\frac{3/9/12}{2012}$ $\frac{3/9/12}{Date}$

MAP A



MAP B

