



United States
Department of
Agriculture

Forest
Service

Grand Mesa, Uncompahgre and
Gunnison National Forests

2250 Highway 50
Delta, CO 81416
970-874-6600
TDD: 970-874-6660
FAX: 970-874-6698

File Code: 1580
Date: May 10, 2016

Rick Brinkman
Water Services Supervisor
250 North 5th
Grand Junction, CO 81501

Dear Mr. Brinkman:

Enclosed is an executed copy of Memorandum of Understanding #16-MU-11020402-020. The purpose of this agreement is to ensure protection of the quality and quantity of City's municipal water supply.

Bill Edwards is the project manager for this agreement. If you have any questions, please call him at (970) 242-8211.

Sincerely,

Michele Schaal
MICHELE SCHAAL
Administrative Officer

Enclosure

cc: waedwards@fs.fed.us



FS Agreement No. 16-MU-11020402-020

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF GRAND JUNCTION, COLORADO
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS
GRAND VALLEY RANGER DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Grand Junction, Colorado, hereinafter referred to as "the City," and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Grand Valley Ranger District, , hereinafter referred to as the "U.S. Forest Service."

Background: As far back as 1915, the City and U.S. Forest Service have entered into cooperative agreements in order to protect the City's municipal watershed. The most recent memorandum of understanding (MOU) was put in place in 2010 and expired in 2015. Both parties wish to renew the expired MOU.

Title: Protection of the City of Grand Junction Municipal Watershed (Kannah Creek, Whitewater Creek and North Fork of Kannah Creek Watersheds)

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to continue and formalize the well-established, existing partnership between the City and the U.S. Forest Service to ensure protection of the quality and quantity of the City's municipal water supply; 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' planning and development within the "Area of Interest" (see Appendix A), in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The parties are committed to working as partners in order to protect the integrity of the municipal watershed, as established by agreements between the parties dating back to 1915. Appendix B to this memorandum of understanding lists the laws, regulations, policies and historical documents that are pertinent to this course of action.



The parties recognize that policy, land use or development decision by one party affect similar decisions by the other.

The parties further recognize the need to notify and involve each other in actions pertinent to the "Area of Interest" (see Appendix A).

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

III. THE CITY SHALL:

- A. Provide the U.S. Forest Service with the opportunity to review and comment on specific proposals under consideration by the City that might affect National Forest System (NFS) lands, as shown in Appendix C.
- B. Participate in the Grand Mesa, Uncompahgre and Gunnison National Forests' (GMUG's) Forest Plan Revision process and/or Oil and Gas Leasing EIS Revision process by submitting information, views, opinions or analyses gathered by the City that might be beneficial to the Forest Plan Revision or Oil and Gas Leasing EIS Revision. This would include, but not be limited to, information concerning the Grand Mesa Slopes Special Management Area and the Lands End Weed Management Area.
- C. Consider, establish and/or maintain stewardship practices, including grazing plan(s), erosion control and noxious weed control, on those parcels owned by the City within the Area of Interest.
- D. Update and keep current special use authorizations for City-owned facilities located on NFS lands. The City will continue to consult with the U.S. Forest Service on the preparation and revision of operation and maintenance plans for City facilities located on NFS lands when required by law and/or good stewardship practices. In those instances when it is determined by the U.S. Forest Service pursuant to law that additional authorizations are required, the City will obtain those authorizations.
- E. Impose additional requirements on their contractors, lessees, agents, etc., performing work on behalf of the City on NFS lands if the requirements are more stringent than those imposed by the U.S. Forest Service.
- F. Work with the U.S. Forest Service to grant easements on City land for trails and trailheads used by the public to access NFS lands.

IV. THE U.S. FOREST SERVICE SHALL:



- A. Provide the City the opportunity to review and comment on proposed actions under consideration by the U.S. Forest Service (see "Projects of Mutual Interest," Appendix C) that are within the "Area of Interest" (Appendix A). This includes new projects, as well as operating plans for existing permits. Advance notice will be given to the City for projects proposed in the "Area of Interest" in addition to the public notice given during scoping periods under NEPA.
- B. Provide the City an opportunity for meaningful involvement in the development and implementation of land-use plans, programs, and decisions for National Forest System (NFS) lands and consider those views, opinions and analyses in the decision process. Specifically, the U.S. Forest Service will ensure that the City has a meaningful role and opportunity for input in the GMUG forest plan revision and implementation of the Pathfinder "toolbox" so that the U.S. Forest Service 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;
- C. When and where possible, assist the City in the collection of additional information on use (including dispersed recreation sites) 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. This will include notifying the City of observed conditions that appear to threaten water quality and describing the condition(s) as soon as practicable in writing.
- D. When and where possible, assist in installation of signs, as proposed by the City, for educating the public on efforts to protect the City's water quality. The U.S. Forest Service will approve the wording and location of those municipal watershed boundary signs to be located on National Forest System (NFS) lands.
- E. Make available to the City, upon request, nonproprietary information and resources concerning NFS lands located in and above gradient of the City's watersheds, including, but not limited to, data obtained through NFS land inventories maintained under the U.S. Forest Service's laws and regulations;
- F. Acknowledge City support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

V. BOTH PARTIES SHALL:

- A. Cooperate in land-use decision making especially when the decision has or may have a direct impact on water quality. That cooperation shall be made and/or given in a manner consistent with the responsibilities and authorities assigned by this agreement or other applicable law or policy.
- B. Work together to achieve maximum benefits from available resources while safeguarding the City's water quantity and quality. Efficiency and effectiveness toward attaining that goal can be made by a reduction in the duplication of effort



and working to attain better overall coordination of land and ecosystem management.

- C. Establish semi-annual 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.). These meetings shall be in addition to any meeting(s) held for purposes of formal review or action such as the Forest Plan Revision.
- D. Make available, upon request, 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 will 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 U.S. Forest Service.

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Greg Lanning, Public Works and Utilities Director Address: 250 North 5th City, State, Zip: Grand Junction, CO 81501 Telephone: 970-244-1564 Email: gregl@gjcity.org	Name: Rick Brinkman, Water Services Supervisor Address: 333 West Avenue, Bldg. A City, State, Zip: Grand Junction, CO 81501 Telephone: (970) 244-1429 Email: rickb@gjcity.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: William Edwards, District Ranger Address: 2777 Crossroads Blvd., Unit 1 City, State, Zip: Grand Junction, CO 81506 Telephone: 970-242-8211 FAX: 970-264-5819 Email: waedwards@fs.fed.us	Name: Merna Fehlmann Address: 2250 Hwy 50 City, State, Zip: Delta, CO 81416 Telephone: 970-263-5802 FAX: 970-874-6606 Email: mfehlmann@fs.fed.us

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the City, at the City's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of the City's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.

E. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties 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 parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other



resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service 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.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.



- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:


"This institution is an equal opportunity provider."


- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, 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.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through February 28, 2021, at which time it will expire.



parties are authorized to act in their respective areas for matters related to this MOU.

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


 _____ Mar 10, 2016
 Date
 GREG LANNING, Director, Public Works and
 Utilities
 City of Grand Junction


 _____ 4/27/2016
 Date
 WILLIAM A. EDWARDS, District Ranger
 U.S. Forest Service, Grand Valley Ranger District

The authority and format of this agreement have been reviewed and approved for signature.


 _____ 4/27/2016
 Date
 MERNA FEHLMANN
 U.S. Forest Service Grants Management Specialist

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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

FS Agreement No. _____
Cooperator Agreement No. _____

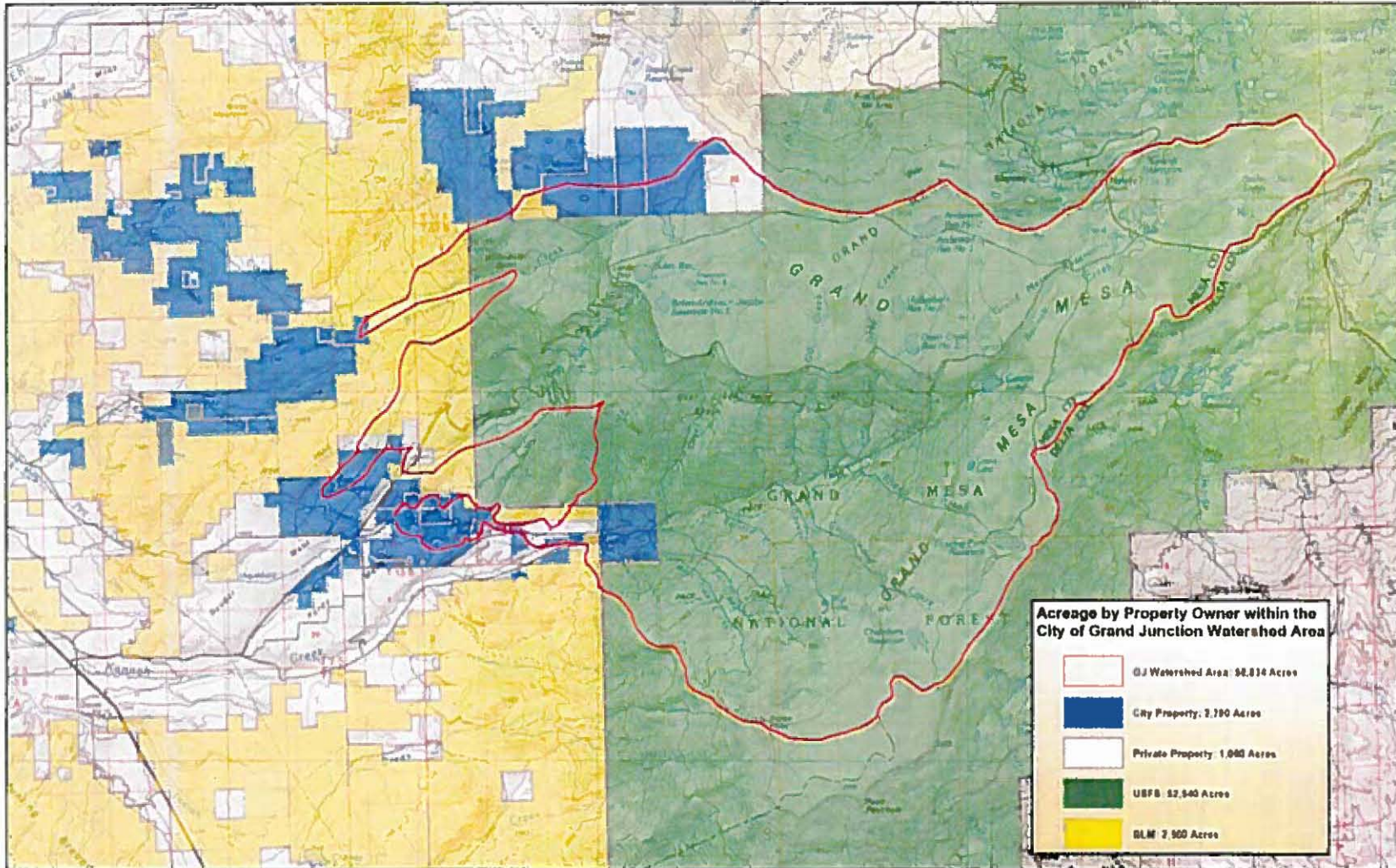
4/15/16

Appendices:

- Appendix A: "Area of Interest" Map, 2004 – City of Grand Junction Municipal Watershed Map(s)**
- Appendix B: Laws, Regulations, Policies and Historical Documents**
- Appendix C: Projects of Mutual Interest**

APPENDIX A – AREA OF INTEREST

City of Grand Junction Watershed Area



Appendix B
Laws, Regulations, Policies and
Historical Documents

For the Forest Service:

- Article IV (Property Clause) of the Constitution of the United States
- The National Environmental Policy Act of 1969, (42 U.S.C. 4321 et seq., as amended)
- Multiple Use-Sustained Yield Act of 1960
- National Forest Management Act of 1976
- Clean Water Act (33 U.S.C. 1251, et seq., as amended)
- 1991 Grand Mesa, Uncompahgre and Gunnison National Forests Land Management Plan, as amended
- 1993 Grand Mesa, Uncompahgre and Gunnison National Forests Oil and Gas Leasing EIS
- Grand Mesa National Forest Travel Plan, as amended
- Forest Service Manual 2542, Municipal Supply Watersheds (stating, in part, "Do not rely on management practices to provide pure drinking water. Use only proven techniques in management prescriptions for municipal supply watersheds.")
- 36 Code of Federal Regulations (CFR) 251.9, Municipal Watersheds

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

This memorandum of understanding is subsequent to the following documents:

- Agreement between the City and the Secretary of Agriculture dated June 16, 1915, providing for the cooperative supervision of the Kannah Creek watershed for the purpose of preventing contamination of the water of that basin.
- Memorandum of understanding between the City and Forest Service dated August 1994 for the purpose of protecting the Kannah Creek, Whitewater Creek and North Fork of Kannah Creek watersheds.
- Memorandum of understanding between the City and U.S. Forest Service dated June 10, 2004, for the purpose of protecting the Kannah Creek, Whitewater Creek and North Fork of Kannah Creek watersheds.
- Ordinance #3961, the Watershed Protection Ordinance, as established, is the fullest exercise of powers, authorities, privileges and immunities of the City of Grand Junction in maintaining and protecting the City's water supply and waterworks from injury and water supply from pollution or from activities that may create a hazard to health or water quality or a danger of pollution to the water supply of the City.

- Watershed Plan for the Town of Palisade and the City of Grand Junction, Colorado, dated August 2007 and developed between Genesis Gas and Oil, LLC, the U.S. Forest Service, the Bureau of Land Management, Mesa County, the Town of Palisade, the City of Grand Junction and other private landowners
- Resolution No. 115-07, a resolution by the Grand Junction City Council adopting the Watershed Protection Regulations
- Memorandum of Understanding between the State of Colorado, Department of Public Health and Environment (CDPHE) and the U.S. Forest Service, Rocky Mountain Region, to establish a framework for CDPHE and the Forest Service to work together in a cooperative manner on issues regarding the management and protection of water quality in state-defined source water assessment areas on NFS lands in Colorado (October 2009).
- Memorandum of understanding between the City and U.S. Forest Service dated August 26, 2010, for the purpose of protecting the Kannah Creek, Whitewater Creek and North Fork of Kannah Creek watersheds.

Appendix C Projects of Mutual Interest

The City will work collaboratively with the Forest Service on the following types of applications or proposals that may be filed with the Forest Service and which may impact the "Area of Interest," including but not limited to:

1. Sales, exchanges, leases or other conveyances of lands and any changes in designation of parcels for exchange into or out of private ownership on the Grand Valley Ranger District.
2. Mineral withdrawals and revocations.
3. Issuance of authorizations for roads, power lines, pipelines, telephone lines and other projects.
4. Forest planning information, resource information and resource management plans.
5. Schedule of Proposed Actions, Environmental assessments and environmental impact statements.
6. Forest Service designations of special use areas; i.e., community rock sources, communication site complexes.
7. Oil, gas and mineral exploration, development, production and reclamation plans including sand and mineral material contracts and plans of operation.
8. Proposed timber sales and timber management.
9. Water diversion projects.
10. Recreation plans.
11. Revisions of grazing allotment management plans.

The Forest Service 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 National Forest System lands, including but not limited to:

1. Residential subdivisions, mobile home parks and commercial or industrial development; sand and gravel contracts; solid waste disposal sites and sewage treatment sites within three miles of National Forest System lands.
2. Roads, power lines, pipelines, telephone lines and similar rights-of-way.
3. Building or special use permits that may affect National Forest System lands.
4. Zoning or subdivision regulations, amendments and changes.
5. Pesticide spraying areas (pesticide use proposals).
6. Dust prevention plans.
7. Plowing snow on roads associated within or crossing over National Forest System lands.
8. Multi-use (motorized and non-motorized) trail construction.
9. Actions affecting existing or potential access to National Forest System lands.