

FS Agreement No.
County Tax ID No.
County Agreement No.

06-MU-11020402-036

3/23/07

MEMORANDUM OF UNDERSTANDING
BETWEEN
BOARD OF COMMISSIONERS OF MESA COUNTY, COLORADO
AND
USDA, FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON
NATIONAL FOREST
GRAND VALLEY RANGER DISTRICT

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Board of Commissioners of Mesa County, Colorado, hereinafter referred to as County, and United States Department of Agriculture Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forest, Grand Valley Ranger District, hereinafter referred to as Forest Service.

A. PURPOSE:

The purpose of this Memorandum of Understanding is to establish a mechanism for notification and provide the opportunity for parties to provide input in land use actions. Determine appropriate involvement by each party in the development, implementation, and revision of respective management plans. Coordinate the management, prevention and control of undesirable plant species on the National Forest System lands administered by the Forest Service in Mesa County, Colorado.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The County has a Master Plan, and land use control regulations to guide development of private lands in Mesa County.

The Forest Service has a body of legislation, regulations, and procedures of land use planning and management of National Forest System Lands.

Both the County and the Forest Service recognize that policy, land use, or development decisions by one party affect similar decisions by the other. The parties further recognize the need to involve the property owners and residents of an area in land use planning processes.

Although the Forest Service and the State of Colorado have established policy with the procedures and guidelines for cooperating planning and management of resources within the state, these procedures do not detail governments. It is therefore in the best interest of the Forest Service and the County to work together to establish an effective mechanism for meaningful involvement in the land use planning and management process.

C. BOTH PARTIES SHALL:

1. Coordinate their respective planning and decision-making activities in a manner consistent with the responsibilities and authorities assigned to each.
2. Work together to achieve maximum benefits from available resources, to reduce duplication of effort, to attain better overall coordination of land and ecosystem management throughout Mesa County.
3. Implement an integrated management system using appropriate methods to include:
 - a. The most efficient and effective method of preventing, containing or controlling weed species;
 - b. scientific evidence and current technology;
 - c. the physiology and habitat of a plant species';
 - d. the economic, social and ecological consequences of implementing the program;
 - e. economic considerations.
4. Establish a mechanism for notification and provide the opportunity for parties to provide input in land use decision-making processes, including in land use decisions and in preparation of land use plans, including any amendment to or revision of such plans.
5. Inform each other as far in advance as possible of proposed plans and actions [i.e., Forest Plan Revision, travel management, etc] that might affect either party. In no case shall such information be provided less than 30 days prior to the adoption of such plans or the taking place of such activities. Furthermore, each party will notify the other before issuing any announcements on proposed changes in land use policies or plans. Non-response by either party after 30 days from receipt of notification regarding a particular issue shall indicate lack of desire to comment on that issue.
6. Cooperate in the development and implementation of any supplements to this agreement, including, but not limited to: agreements regarding subdivision of lands, road construction, maintenance and use, law enforcement, wildfire prevention and control, lease, sale, exchange or other conveyance of land, withdrawal of land from general use, and rights-of-way.
7. Cooperate in the ongoing development and implementation of an integrated weed program, utilizing project agreements, shared services etc.
8. Establish semi-annual meetings whereby project coordination can take place. A project list will be put together by each agency annually and reviewed at semi-annual meetings
9. Maintain a current inventory / list of existing contracts and agreements between both parties as Appendix A to this memorandum.
10. Maintain a current list of future projects of mutual interest and concern to both parties as Appendix B to this memorandum.

D. FOREST SERVICE SHALL:

1. Provide for meaningful notification and participation of County officials in the development and implementation of land use plans, programs, regulations, and

decisions for National Forest System lands and consider this input in the decision process.

2. To the extent possible and consistent with the laws governing the administration of the National Forest System lands, coordinate the land use inventory, planning, and implementation activities of National Forest System lands with the land use planning and implementation programs of the County. The Forest Service shall assure that consideration is given to County land use plans that are consistent with the purposes, policies, and programs of federal law and regulations applicable to National Forest System lands and management.
3. Provide an opportunity to (1) review and comment on applications submitted to the Forest Service that would affect land use or development in Mesa County, and (2) to participate in the review and/or development of the requisite environmental analysis for such actions. Those types of actions the County may be asked to review include but are not limited to those examples in Exhibit C, attached hereto and incorporated herein.
4. Stipulate in land use authorizations by reference compliance with the regulations of all Federal, State, County and municipal laws, ordinances or regulations that are applicable to the area.
5. Make available to the County, upon request resource and land use information where not prohibited by applicable federal statutes, rules and regulations. The County agrees not to disclose pursuant to the Colorado Public Records Act, C.R.S. 24-72-204 (3) (a), any documents provided upon request that are deemed confidential pursuant to C.R.S. 24-72-204.
6. Make personnel available to assist the County in mutually beneficial data gathering and land use planning when determined by the District Ranger to be practical, recognizing financial and personnel constraints.
7. At least 100 days prior to conveyance or exchange of public lands within the county, notify the Board of County Commissioners of such conveyance.
8. Cooperate with the County in mitigating the social and economic impacts of land use activities on National Forest System lands with regard to federal mineral rights, when appropriate.

E. COUNTY SHALL:

1. Provide for meaningful involvement for Forest Service officials in developing comprehensive plans (Master Plans), zoning, and revisions thereto, for lands in Mesa County. Forest Service involvement will be emphasized in those actions that may affect National Forest System lands. The Forest Service involvement will include review and comment on planning and zoning proposals.
2. To the extent possible and consistent with the laws governing the administration of the private land within Mesa County, coordinate the land use inventory, planning, and implementation activities of such lands with the land use planning and implementation programs of the Forest Service. The County will assure that consideration is given to National Forest System land use plans that are germane in the development of land use plans for private lands within Mesa County. The Forest

Service will assist in resolving inconsistencies between land use plans of the National Forest and the County.

3. Provide the Forest Service an opportunity to (1) review and comment on applications submitted to the County that would affect land use or development on the National Forest System lands, and (2) participate in the review and/or development of the requisite environmental analysis for such applications. Those types of applications the Forest Service may be asked to review include but are not limited to those examples in Exhibit D, attached hereto and incorporated herein.
4. Make available to the Forest Service, upon request, social, economic, land and resource information in the County's possession and otherwise publically available pursuant to the Colorado Public Records Act, Section 24-72-201, et seq. and/or other statutory authorization.
5. Make County expertise or personnel available for data gathering, environmental studies, and land use planning which would be mutually beneficial when determined by the County to be practical, recognizing financial and personnel constraints
6. Unless agreed to the contrary, the County shall not consider rezoning any land described in item D. 7. above, which is subject to actual, good faith, negotiations during the period between notification and actual conveyance.

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

1. This Memorandum of Understanding supersedes any previous Memorandum of Understanding between the parties hereto concerning cooperation and coordination in land use planning and management.
2. In general, the representatives, their designees, or appropriate staff will contact one another, as necessary, subject to this agreement and any supplemental agreements on an annual basis to update this M.O.U.
3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the County(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
5. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and County and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or County and the subsequent written concurrence of the other(s). Either the Forest Service or County may terminate this MOU with a 60-day written notice to the other(s).

6. **RESPONSIBILITIES OF PARTIES.** The Forest Service and County and their respective agencies and office 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.
7. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

Connie Clementson
Grand Valley District Ranger
Grand Mesa, Uncompahgre and
Gunnison National Forest
2777 Crossroads Blvd., Unit 1
Grand Junction, CO 81506
Phone: 970-263-5804
FAX: 970-263-5819
E-Mail: ccllementson@fs.fed.us

Cooperator Project Contact

Mesa County Board of County Commissioners
Mesa County, Colorado
544 Rood Avenue
Grand Junction, CO 81501
Phone: 970-244-1860
FAX: 970-244-1639
E-Mail: commissioners@mesacounty.us

***Forest Service Administrative
Contact***

Merna Fehlmann
Agreements Specialist
2250 Hwy 50
Delta, CO 81416
Phone: 970-874-6606
FAX: 970-874-6698
E-Mail: mfehlmann@fs.fed.us

Cooperator Administrative Contact

Kurt Larsen
Director, Department of Planning and
Economic Development
P.O. Box 20,000
Grand Junction, CO 81502
Phone: 970-244-1866
FAX: 970-244-1769
E-Mail: Kurt.Larsen@mesacounty.us

8. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate either the Forest Service or County 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 Forest Service and County will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
9. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural,

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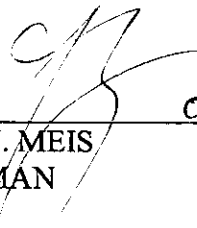
enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

10. AUTHORIZED REPRESENTATIVES. By signature below, the County certifies that the individuals listed in this document as representatives of the County are authorized to act in their respective areas for matters related to this agreement.


THE PARTIES HERETO have executed this instrument.

MESA COUNTY COLORADO
BOARD OF COUNTY
COMMISSIONERS

USDA FOREST SERVICE
GRAND MESA, UNCOMPAHGRE &
GUNNISON NATIONAL FOREST

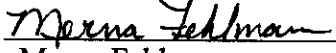


CRAIG J. MEIS 05-07-2007
CHAIRMAN DATE



CONNIE CLEMENTSON 3-23-07
GRAND VALLEY DISTRICT RANGER DATE

The authority and format of this instrument has been reviewed and approved for signature.



Merna Fehlmann 3-27-07
FS Agreements Coordinator DATE

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Appendix A
Current Inventory of
Existing Contracts/Agreements
Between USFS and
Mesa County

- A. Schedule A Road Maintenance Agreement (Roads Dept).
- B. #MCA 84-51 Cooperative Law Enforcement (Sheriffs Dept).
- C. #CSFS #109 Cooperative Wildfire Protection (Fire Dept).

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Appendix B
Future / Potential Projects
Of Mutual Interest
Between USFS and
Mesa County

- A. Cooperative financing for visitor center staff on Grand Mesa National Forest (approximate cost \$5,000 per year).
- B. Cooperative road work to include paving, chip and seal, etc on the Lands End and Trickel Park roads.
- C. Cooperative financing for noxious weed control along county roads within National Forest System lands, on National Forest system land and on private property in close proximity to NFS lands, where appropriate and agreed to by the Forest Service.

Exhibit C

Mesa County will be afforded a 30-day opportunity to review and comment on the following types of applications or proposals that may be filed with the Forest Service and which may impact private land within Mesa County, 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. Rights-of-way for roads, powerlines, pipelines, telephone lines and other projects.
4. Forest planning information, resource information and resource management plans.
5. Environmental assessments and environmental impact statements.
6. Forest Service designations of special use areas, i.e., community gravel pits, communication site complexes.
7. Oil, gas and mineral exploration, development, production and reclamation plans including sand and gravel contract applications.
8. Proposed timber sales and timber management plans affecting County roads and bridges.
9. Water diversion and storage projects.
10. Recreation plans.
11. Revisions of grazing allotment management plans.

Exhibit D

The Forest Service will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with Mesa County and which may impact public lands, including but not limited to:

1. Residential subdivisions, mobile home parks and commercial or industrial development within one mile of National Forest System lands.
2. Roads, powerlines, pipelines, telephone lines and similar rights-of-way.
3. Solid waste disposal sites and sewage treatment sites within one mile of National Forest System lands.
4. Sand and gravel permits within one mile of National Forest System lands.
5. Building permits where access to the site crosses National Forest System lands.
6. Special use permits that may affect National Forest System lands.
7. Zoning regulations, amendments and changes.
8. Subdivision regulations, amendments and changes.
9. County reviews regarding areas and activities designated as matters of State interest (1041 regulations).
10. County Road designations and standards, regulations, amendments and changes.
11. Pesticide spraying areas (pesticide use proposals).
12. Dust prevention plans.
13. Plowing snow on roads associated with or crossing over National Forest System lands.
14. Multi-use trail plans.
15. Actions affecting existing or potential access to National Forest System lands.