

FS Agreement No. 18-MU-11020402-017

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**BOARD OF COMMISSIONERS OF MESA COUNTY, COLORADO**  
**And The**  
**USDA, FOREST SERVICE**  
**GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST,**  
**GRAND VALLEY RANGER DISTRICT**

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

Background: Mesa County and the Forest Service have been working cooperatively for several years with land use actions. This Memorandum of Understanding supersedes Memorandum of Understanding #13-MU-11020402-008 that expired 01/18/2018.

Title: Land Use Actions

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties 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, in accordance with the following provisions.

**II. 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.

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

### III. COUNTY SHALL:

- A. 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.
- B. 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 use planning 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.
- C. 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.
- D. 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.
- E. 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.



- F. Unless agreed to the contrary, the County shall not consider rezoning any land described in item IV, G. below, which is subject to actual, good faith, negotiations during the period between notification and actual conveyance.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. At least 100 days prior to conveyance or exchange of public lands within the county, notify the Board of County Commissioners of such conveyance.
- H. Cooperate with the County in mitigating the social and economic impacts of land use activities on National Forest System land with regard to federal mineral rights, when appropriate.

**V. 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; and
  - 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.

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

A. This Memorandum of Understanding supersedes any previous Memorandum of Understanding between the parties hereto concerning cooperation and coordination in land use planning and management

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

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Mesa County Board of County Commissioners Address: 544 Rood Ave., Department 5010, P.O. Box 20,000 Grand Junction, CO 81502-5001 Telephone: 970-244-1860 FAX: 970-244-1639 Email: commissioners@mesacounty.us	Name: Keith B. Fife, Natural Resource Liaison Address: 200 S. Spruce Street, Department 5022, P.O. Box 20,000 Grand Junction, CO 81502-5001 Telephone: 970-244-1650 FAX: 970-244-1769 Email: Keith.Fife@mesacounty.us

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: William Edwards Address: 2777 Crossroads Blvd., Unit 1 Grand Junction, CO, 81506 Telephone: 970-242-8211 FAX: 970-263-5819 Email: waedwards@fs.fed.us	Name: Merna Fehlmann Address: 2250 South Main Street Delta, CO 81416 Telephone: 970-874-6606 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Mesa County 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 Mesa County, at Mesa County'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.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Mesa County from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Mesa County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Mesa County's products or activities.
- F. 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.

- 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.
- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. Mesa County 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 Mesa County 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.
- O. 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.
- P. COMMENCEMENT/EXPIRATION *and*. This MOU is executed as of the date of the last signature and is effective through March 1, 2023 at which time it will expire.
- Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual 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.



*John Justman*

JOHN JUSTMAN, Chairman  
Board of County Commissioners

March 12, 2018

Date

*William Edwards*

WILLIAM EDWARDS, District Ranger  
U.S. Forest Service, Grand Valley Ranger District

02/27/2018

Date

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

*Merna Fehlmann*

Merna Fehlmann  
U.S. Forest Service Grants Management Specialist

3/27/18

Date

**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.



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

- A. Schedule A Road Maintenance Agreement (Road Dept.).
- B. #MCA 84-51 Cooperative Law Enforcement (Sheriff's Office)
- C. Interagency Cooperative Wildfire Protection
- D. Monitoring of the West Salt Creek Landslide

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 Trickle Park roads.
- C. Cooperative financing for noxious weed control along county roads within National Forest System (NFS) lands, on NFS land and on private property in close proximity to NFS lands, where appropriate and agreed to by the Forest Service.
- D. Cooperative financing for field rangers to improve education and sanitation of forest recreationalists in Mesa County watersheds.

## Exhibit C

Mesa County will be afforded a 30-day opportunity or the minimum required by law or federal policy, whichever is longer, 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.