

RECEIVED  
BUREAU OF LAND MGMT.  
GRAND JCT., CO

2013 APR -2 PM 2:47

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**GARFIELD COUNTY, COLORADO**

**THE UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF LAND MANAGEMENT**

**REGARDING**

**DEVELOPMENT OF THE RESOURCE MANAGEMENT PLAN**

**FOR THE**

**GRAND JUNCTION FIELD OFFICE**

**Memorandum of Understanding  
Between Garfield County and Bureau of Land Management**

**1. Parties to and Purpose for this Document:** This Memorandum of Understanding (MOU) is entered into between Garfield County, by and through the County Commissioners (BOCC), and the United States Department of the Interior, Bureau of Land Management (BLM), by and through the Grand Junction Field Manager (BLM), for the purpose of coordinating and cooperating in conducting an environmental analysis and preparing the final Environmental Impact Statement (EIS) for the Grand Junction Field Office Area. This MOU establishes Garfield County as a "cooperating agency" in the environmental impact analysis and documentation process and establishes procedures through which Garfield County and BLM will participate on the BLM interdisciplinary team (IDT) to conduct the analysis and develop the final (EIS).

Garfield County has designated Director of Community Development, Fred Jarman, to represent Garfield County as the member on the IDT. Another Garfield County representative may substitute for Fred Jarman under this MOU if he is unavailable.

**2. Background:** The public land area to be analyzed in the Resource Management Plan (RMP) revision for the Grand Junction Field Office is approximately 1.2 million acres. The Grand Junction Field Office is located in west central Colorado primarily in Mesa and Garfield Counties. The area includes unique wildlife habitat, important historic, cultural, wildlife, and mineral resources; important livestock grazing and recreation values, and geological features; and special management areas. The intent of the EIS is to provide National Environmental Policy Act of 1969 (NEPA) documentation and support for the Record of Decision (ROD).

Consistent with NEPA of 1969, 42 U.S.C. 4321 et. seq., as amended, and pursuant to the Code of Federal Regulations (40 CFR 1501.6 and 1508.5), State or local governments may participate in the development of EIS for projects in which or where they have jurisdiction by law or special expertise. The BLM has offered and Garfield County has accepted cooperating agency status in the development of the draft EIS and the final EIS for the Grand Junction RMP

**3. Term of MOU:** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice to the other party, which notice shall be delivered by hand or by certified mail. If not terminated earlier, this MOU will end when the ROD for the Grand Junction RMP/EIS is approved by the BLM Colorado State Director.

**4. Responsibilities of Garfield County:** Garfield County will participate in the environmental analysis and documentation process by providing information regarding environmental issues in which or where Garfield County has jurisdiction by law or special expertise. Garfield County will have one member appointed to the IDT, as identified in Paragraph 1 above. Garfield County member may attend and participate in cooperating agency IDT meetings, will provide supporting documentation, and will provide input as necessary, according to IDT protocol. Garfield County will provide information from its records to the IDT on matters including, but not limited to, impacts on domestic livestock grazing and social and economic impacts relating to the planning

process. Garfield County will submit information at its discretion or upon request by any IDT members or the BLM project contractor, through the project leader, within the project leader's specified time frames. Through Garfield County's IDT member, Garfield County will have the opportunity for input to preliminary draft documents prepared during the process. The IDT members may, at any time during the effective term of this MOU, request records by contacting Garfield County point of contact identified in Section 8i. Subject to the Colorado Open Records Act (CORA), Garfield County will provide public records, and other records deemed appropriate, and consistent with the provisions specified in Section 8g.

**5. Responsibilities of the BLM:** In accordance with 40 CFR 1501.5, the BLM is the Project lead agency. The BLM Project IDT leader is Collin Ewing. The BLM will keep all cooperating agency IDT members apprised of current events in relation to the RMP revision. The BLM will utilize Garfield County input and proposals to the maximum extent possible, consistent with legal requirements and its responsibility as lead agency. Beyond including Garfield County in all cooperating agency IDT meetings, the BLM will appropriately involve other County Commissions and Colorado State Government in other meetings where involvement would be necessary or of benefit to the process. The BLM will ensure that input from Garfield County is appropriately incorporated into the final EIS. Any decisions on BLM-administered lands and federal mineral estate under BLM jurisdiction will be made by BLM.

**6. Mutual Responsibilities of Garfield County and the BLM:** Garfield County and the BLM will cooperate in apprising each other, as far in advance as possible, of any related actions or problems that might affect the environmental analysis and documentation process or that might affect either party. The parties will cooperate in the development and review of any operating guidelines or agreements between Garfield County or BLM and other entities involved in Garfield County for the RMP revision which might affect the environmental analysis and writing of the EIS. BLM and Garfield County agree to meet on issues concerning the RMP revision at the request of either party.

The Garfield County representative and the IDT leader will serve as the MOU core team. The purpose of the MOU core team will be to coordinate communication among the parties to the MOU throughout the RMP project. MOU core team members will be responsible for relaying information to and from their constituents on a timely basis.

**7. Payment:** No payment shall be made to either party by the other as a result of this MOU, including but not limited to, payment for any cost incurred as a result of carrying out any responsibility identified above. Each party shall pay its own costs. During the course of the project, should it become necessary for one party to purchase from or make payment or reimbursement to the other party, such arrangements will be covered in a separate cooperative agreement.

## **8. General Provisions:**

**a. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated by written instrument, executed and signed by all

parties to this MOU and are effective in accordance with the terms of paragraph 3 above.

**b. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the applicable laws of the United States and Garfield County.

**c. Entirety of Agreement.** This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements concerning the RMP revision, whether written or oral.

**d. Severability.** Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**e. Sovereign Immunity.** Garfield County and the BLM do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on, arising out of, or occurring as a result of this MOU.

**f. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**g. Exchange of Information.** Parties to this MOU will have access to all information relevant to the fulfillment of their responsibilities under this agreement. Data provided pursuant to this agreement may contain proprietary and/or pre-decisional BLM or Garfield County information. All records or information requested of either party by the other will be reviewed by the releasing party prior to release. To the extent permissible under law, any recipient of proprietary and/or pre-decisional information agrees not to disclose, transmit, or otherwise divulge this information without prior approval from the releasing party. Any breach of this provision may result in termination of this MOU; provided Garfield County compliance with CORA shall not be a breach of this MOU

**h. Administrative Considerations.** Pursuant to 204(b) of the Unfunded Mandates Reform Act of 1995, responsible Federal Agency officials may meet or enter into project level MOUs with officials of State and local Governments or their designees. During such meetings and development, implementation and monitoring of such MOUs, views, information and advice are exchanged, or input relative to the implementation of Federal programs is obtained. Such meetings and MOUs will further the administration of intergovernmental coordination. The meetings or MOUs referred to include, but are not limited to, meetings called for the purpose of exchanging views, information, advice or recommendations, or for facilitating any other interaction relating to intergovernmental responsibilities or administration.

Nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of Garfield County or the BLM, or as binding either Garfield County or the BLM to perform beyond the respective authority of each, or to require either assuming or expending any sum in excess of appropriations available. It is understood that all the provisions herein must be within financial, legal, and personnel limitations, as determined practical by Garfield County and the BLM for their respective responsibilities. This MOU is neither a fiscal nor a funds obligation document.

Nothing in this MOU will be construed to extend jurisdiction or decision-making authority to BLM for planning and management of land and resource uses for any non-Federal lands or resources in the Project area. Similarly, nothing in this MOU will be construed to extend jurisdiction or decision-making authority to Garfield County for planning and management of land or resource uses on the Federal lands or mineral estates administered by the BLM. Both Garfield County and BLM will work together cooperatively and will communicate about issues of mutual concern.

**i. Contacts:** The primary points of contact for carrying out the provisions of this MOU are:

**Garfield County**

Fred Jarman  
108 8th Street, Ste 401  
Glenwood Springs, CO 81601

**BLM**

Collin Ewing  
2815 H Road  
Grand Junction, Co 81506

**j. Conflict of Interest:** The BLM and Garfield County agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the Grand Junction RMP/EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

**9. Signature:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions, of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Garfield County, by and through:

County Commissioner

Date

3 11 13

U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, by and through:

  
Grand Junction Field Manager

4-9-2013  
Date