



FS Agreement No. 22-MU-11020400-058

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**GUNNISON, COUNTY OF**  
**And The**  
**USDA, FOREST SERVICE**  
**GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Gunnison, County of, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests (GMUG NF), , hereinafter referred to as the “U.S. Forest Service.”

Background: As provided for by the National Environmental Policy Act (NEPA), as well as the 2012 Planning Rule (36 CFR 219), the U.S. Forest Service must prepare an Environmental Impact Statement (EIS) to revise the GMUG National Forests’ Land Management Plan (Forest Plan). The EIS process is meant to inform both the U.S. Forest Service and the public about the environmental impacts of the plan revision before a final decision is made.

Title: Grand Mesa, Uncompahgre and Gunnison National Forests Plan Revision

- I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to elicit the above County to become a cooperating agency, with the U.S. Forest Service acting as lead agency, for the purpose of preparing a revised Forest Plan and EIS. The U.S. Forest Service recognizes that the County has knowledge, experience and expertise with respect to environmental conditions to inform the proposed plan revision process as defined at 36 CFR 219, otherwise known as the 2012 Planning Rule. The County recognizes that the U.S. Forest Service has final decision-making authority regarding the scope of the analysis. In particular, the U.S. Forest Service is seeking assistance from the County to help provide knowledge and information that will help address management issues related to, but not limited to, land use plans, local social and economic conditions and natural resource management concerns related to range, roads, timber, wildlife, fire, recreation, land and water conservation. Additionally, the U.S. Forest Service invites the submittal of other information, data and comments from the County pertaining to the GMUG NF Plan revision process. The establishment of this MOU further promotes responsible, transparent and timely dialogue during the Plan revision analysis between the County and the GMUG NF in accordance with the following provisions.





## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The County has significant portions of the GMUG National Forests within its borders. It is in the interest of the County to provide information and expertise for use in the development of the revised Forest Plan, including the formulation and analysis of options/alternatives. As a cooperating agency, the County may assist in reviewing the components of the plan and the monitoring program/proposals as they relate to individual agency resources and jurisdiction.

The Forest Service has a mutual interest in incorporating information and expertise provided by the County for a complete analysis of impacts and formulation of a full spectrum of alternatives during the Forest Plan revision.

Through this cooperative effort, the U.S. Forest Service and the County will be more likely to develop a higher quality revised Forest Plan and gain a greater understanding of how the revised Forest Plan may impact or affect the associated ecological concerns of the County. Both parties will benefit through increased communication, sharing of information, and cooperation in implementing their respective missions as a part of the GMUG NF Plan revision process.

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

## III. THE COUNTY SHALL:

- A. Be identified as a cooperating agency for the revision of the Forest Plan coincident with the initiation of the formal environmental review process under the National Environmental Policy Act.
- B. Designate a representative and an alternate to participate in the GMUG NF Forest plan revision process. Ensure that county designees are full-time or permanent part-time employees of the County (or their designated employee with authority to act on their behalf), acting in their official capacity (41 CFR 102-3.40(g)).
- C. Provide the U.S. Forest Service with relevant existing ecological, social and economic resource information for the GMUG NF revision process.
- D. Provide individual or collective comments on any aspect of the GMUG NF revision process.
- E. Provide timely response to any reviews agreed upon by both the US Forest Service and the County.
- F. Maintain the confidentiality of documents and deliberations during the period prior to public release of any NEPA documents, in order to implement the National Environmental Policy Act of 1969, 43 CFR 46.225(d)
- G. Assist with public meetings and with distributing Forest Plan revision information and documents to the public as the parties agree.

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

- A. Be the Lead Agency for the GMUG National Forests Forest Plan Revision.
- B. Consider the County input in the development of issues, options and alternatives addressed in the Plan revision process.



- C. Consider any appropriate county plans as part of the revision process.
- D. Provide information and drafts to the County with adequate time for review. For products that will be released for an informal public comment period not required by NEPA, provide the County with such drafts two weeks prior to the public release; this early review would provide the County a longer review period. For products that will be released for a formal public comment period that is required by NEPA (the Proposed Plan/Draft EIS), provide the County with such drafts one month prior to the public release for a preliminary two-week review period; this early review would provide the County the opportunity to provide input that could be incorporated into the Draft EIS. The County would subsequently have the same 90-day comment period as the public.

**V. 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:**

| <b>Cooperator Program Contact</b>  | <b>Cooperator Administrative Contact</b>   |
|--|--|
| Name: Matthew Birnie<br>Address: 200 E. Virginia<br>County Courthouse, 2 <sup>nd</sup> floor<br>City, State, Zip: Gunnison, CO 81230<br>Telephone: 970-641-0248<br>Email: mbirnie@gunnisoncounty.org | Name: Melanie Bollig<br>Address: 200 E. Virginia<br>County Courthouse, 2nd floor<br>City, State, Zip: Gunnison, CO 81230<br>Telephone: 970-641-7600<br>Email: mbollig@gunnisoncounty.org |

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

| <b>U.S. Forest Service Program Manager Contact</b>  | <b>U.S. Forest Service Administrative Contact</b>   |
|---|---|
| Name: Samantha Staley<br>Address: 2250 Main St.<br>City, State, Zip: Delta, CO 81416<br>Telephone: 970-852-9812<br>FAX: 970-874-6686<br>Email: samanthajstaley@usda.gov | Name: Merna Fehlmann<br>Address: 2250 Main St.<br>City, State, Zip: Delta, CO 81416<br>Telephone: 970-874-6606<br>FAX: 970-874-6686<br>Email: Merna.fehlmann@usda.gov |

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the 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 County Principal Contact , at the 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.

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



- G. 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).
- H. 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.
- I. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- J. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- K. DEBARMENT AND SUSPENSION. The 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 the 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.
- L. 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.
- M. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through five years or at the end of the Forest Plan revision process, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials. at which time it will expire.
- N. 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.

*Jonathan Houck, Chair  
Gunnison County  
Board of County Commissioners*

*9-20-2022*

Date

CHAD STEWART, Forest Supervisor  
U.S. Forest Service, Grand Mesa, Uncompahgre &  
Gunnison National Forests

Date

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

Merna Fehlmann  
U.S. Forest Service Grants Management Specialist

Date



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.

Jonathan Houck, Chair  
Gunnison County  
Board of County Commissioners

9-20-2022

Date

**KIMBERLEE PHILLIPS** Digitally signed by KIMBERLEE PHILLIPS  
Date: 2022.09.29 15:02:27 -06'00'

CHAD STEWART, Forest Supervisor  
U.S. Forest Service, Grand Mesa, Uncompahgre &  
Gunnison National Forests

Date

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

**Merna Fehlmann**

Digitally signed by Merna  
Fehlmann  
Date: 2022.09.29 14:51:13 -06'00'

Merna Fehlmann  
U.S. Forest Service Grants Management Specialist

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.

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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.