

MEMORANDUM OF AGREEMENT
between the
United States Department of Interior
Bureau of Land Management
Colorado State Office
and the
Colorado Department of Health

I. PURPOSE

This Memorandum of Agreement(MOA) is entered into by and between the Colorado Department of Health, hereinafter referred to as CDH, and the Colorado State Office of the U.S. Department of Interior - Bureau of Land Management, hereinafter referred to as BLM, for the purpose of delineating the responsibilities and activities to be performed by each agency pursuant to the implementation of Colorado's Nonpoint Source Pollution Control Program developed under Section 319 of the Clean Water Act of 1987.

The purpose of the Agreement is to create a framework within which the agencies involved can effectively cooperate on projects of mutual concern to protect water quality throughout the State of Colorado and to benefit the people of this State.

II. ROLES AND AUTHORITIES

WHEREAS, land management activities can be the source of pollutants such as sediment, nutrients, pesticides, salts, chemical and bacterial contamination which may lead to water pollution; and

WHEREAS, the above pollutants can degrade water quality and impair beneficial uses of waters of the State; and

WHEREAS, the BLM is charged with implementing and enforcing natural resource management programs for the protection of water quality on federal lands under its jurisdiction; and

WHEREAS, nonpoint source water quality problems are best controlled through the development, adoption, and implementation of sound resource management practices referred to as "best management practices"(BMPs); and

WHEREAS, the CDH through the Water Quality Control Act is the State agency, which under Colorado Revised Statutes 25-8-101, has the responsibility and authority to encourage voluntary cooperation by the people, municipalities, counties, industries, agriculture and other pursuits, in restoring and preserving the quality of the waters of the State in accordance with the rules and standards established by the State Water Quality Control Commission; and

WHEREAS, the CDH, under CRS 25-8-301 is designated as the lead Colorado agency for planning and implementing the Federal Water Quality Act as amended:

NOW THEREFORE, the undersigned agencies enter into the following Agreement:

III. INTERAGENCY COORDINATION

- A) Under the guidelines of the Colorado Nonpoint Source Management Program and Section 319, nonpoint source project implementation plans (PIPs) will be developed on a watershed basis to restore and preserve the quality of their waters. Each PIP will include, and be developed jointly by, all land ownerships (Federal, State, private) in the watershed.
- B) BMPs may need to be installed on all landownerships to reduce the amount of pollutants derived from the watershed. Section 319 funds may be used to install BMPs on federal lands if a non-federal entity agrees to contribute the funds and/or in-kind services needed to provide the match required.

The BMPs installed on BLM lands with Section 319 funds would constitute "gratuitous" services under which the provider (State and/or Contractor) of the services waives all claims against and rights to compensation from the BLM or the United States.

IV. FEDERAL CONSISTENCY

- A) The BLM will participate in the Colorado Nonpoint Source Task Force and will, to the extent possible, manage nonpoint sources on BLM lands in a manner consistent with the Colorado Nonpoint Source Management Program. The BLM will, to the extent possible, prevent the creation of nonpoint source water quality problems and remedy existing nonpoint sources through proven and appropriate management practices.
- B) BLM will jointly participate with the State (CDH) and other landownerships (federal and private) in developing monitoring strategies for selected watersheds. Monitoring data for which BLM is assigned and responsible will be shared with all participants annually, and the results used to select areas to be jointly reviewed in the field.
- C) Annual field reviews will be conducted on selected watershed areas to evaluate on the ground BMP effectiveness. BLM will participate in the review with CDH and other appropriate landowners to determine if water quality goals are being achieved or additional adjustments need to be implemented.

V. RECORD KEEPING AND OWNERSHIP OF DATA

- A) Certain records, data, and other information must be kept in good order by the BLM and must be available for review by CDH and by the public in conformance with the Freedom of Information Act and the Right of Privacy Act.

- B) Records, data, and other information acquired, developed, collected, or documented under this Agreement shall be the property of the agency responsible for origination of the information. Other interested parties may, at their own expense, make, retain, and distribute copies of this information.

VI. AGREEMENT TERMINATION

- A) This Agreement will remain in force until terminated by either party on sixty (60) days written notice to the other.
- B) Nothing herein shall be construed as obligating BLM or CDH to expend or as involving either party in any contract or other obligation for future payment of money in excess of appropriations authorized by law and administratively available for this work.

VII. APPLICABILITY

- A) The provisions of this Agreement are applicable to all the lands under the jurisdiction of the BLM in the State of Colorado.

U.S. DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

Bob Moon
State Director

1/30/91
Date

STATE OF COLORADO
DEPARTMENT OF HEALTH
WATER QUALITY CONTROL DIVISION

David John
Director

11/26/90
Date

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