

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB3

ORDINANCE NUMBER: 2024-3

TITLE: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COLORADO STATE FOREST SERVICE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, FOR COLLABORATION AND COORDINATION IN WILDFIRE RISK MITIGATION AND FOREST HEALTH PROJECTS WITHIN THE CLEAR CREEK WATERSHED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves a Memorandum of Understanding for Collaboration and Coordination in Wildfire Risk Mitigation and Forest Health Projects within the Clear Creek Watershed (the "MOU"), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk. The participants of the MOU are as follows: City of Golden, the City of Westminster, the City of Black Hawk, the City of Arvada, the City of Thornton, the Town of Empire, the County of Jefferson, the County of Clear Creek, Clear Creek Fire Authority, the County of Gilpin, the Colorado State Forest Service, and the United States Department of Agriculture, Forest Service.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 24th day of January, 2024.

ATTEST:



Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



**MEMORANDUM OF UNDERSTANDING FOR COLLABORATION AND
COORDINATION IN WILDFIRE RISK MITIGATION AND FOREST HEALTH
PROJECTS WITHIN THE CLEAR CREEK WATERSHED**

1.0 PARTIES. This Memorandum of Understanding ("MOU") is entered into by and between the **City of Arvada**, a home rule municipal corporation of the State of Colorado; the **City of Black Hawk**, a home rule corporation and political subdivision of the State of Colorado; the **County of Clear Creek**, a body politic and corporate and political subdivision of the State of Colorado; the **Clear Creek Fire Authority**, a consolidated fire protection and emergency service agency; the **Town of Empire**, a statutory corporation and political subdivision of the State of Colorado; the **County of Gilpin**, a body politic and corporate and political subdivision of the State of Colorado; the **City of Golden**, a home rule corporation and political subdivision of the State of Colorado; the **County of Jefferson**, a body politic and corporate and political subdivision of the State of Colorado; and the **City of Westminster**, a home rule municipality (the members above are part of the Clear Creek Watershed & Forest Health Partnership hereinafter referred to as the "Partnership"), the **City of Thornton**, a home rule corporation and political subdivision of the State of Colorado; the **Board of Governors of the Colorado State University System, acting by and through Colorado State University on behalf of the Colorado State Forest Service**, hereinafter referred to as the Colorado State Forest Service; and the **United States Department of Agriculture (USDA), Forest Service, Rocky Mountain Region, Arapaho and Roosevelt National Forests and Pawnee National Grassland (ARP)**, hereinafter referred to as the "U.S. Forest Service," and hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

2.0 BACKGROUND.

2.1 The Clear Creek Watershed and Forest Health Partnership was established through the "Memorandum of Understanding Establishing the Clear Creek Watershed & Forest Health Partnership for Collaboration and Coordination in Wildfire Risk Mitigation and Forest Health Projects within the Clear Creek Watershed," dated September 12, 2022 (hereafter referred to as the "Partnership MOU". The Partnership MOU was signed by all Parties to this MOU excluding Thornton, the U.S. Forest Service, and Colorado State Forest Service. As a federal agency, the U.S. Forest Service is not currently eligible to become a voting member of the Partnership.

2.2. Based on the results of years of scientific research and planning, the U.S. Forest Service released "Confronting the Wildfire Crisis: A Strategy for Protecting Communities and Improving Resilience in America's Forests" in January 2022. In the initial step of launching this strategy, the U.S. Forest Service engaged partners to identify high-risk landscapes for Bipartisan Infrastructure Law (BIL) investments. The goal of this process was to identify landscapes that (1) have projects that are at scale or can be built out to scale, (2) are outcome driven, (3) are collaboratively developed with communities and ready for implementation, (4) allow for investment

in underserved communities, (5) could leverage current partner investments, and (6) could maximize use of existing authorities.

- 2.3. As a result of this process, the Colorado Front Range was selected as one of the initial priority landscapes. This 3,500,000-acre landscape includes portions of the Clear Creek watershed. In collaboration with partners, the U.S. Forest Service will strategically design treatments across this landscape to restore forest health and reduce wildfire risk to lives, homes, communities, infrastructure, air quality, municipal watersheds, and wildlife habitat.
- 2.4. The U.S. Forest Service approach to this work adheres to the following key principles:
 - Investing in engagement first.
 - Science based decision-making informed by communities and implementers.
 - Collaborative Strategic Planning at scale across jurisdictions.
 - Sharing risk and jointly implementing strategies with communities.
 - Demonstrating a long-term commitment to partners.

3.0 PURPOSE.

This MOU creates a framework for collaboration between the Parties to set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align decisions on where to make the investments needed to achieve the mission and objectives of the Partnership.

4.0 STATEMENT OF MUTUAL BENEFIT AND INTERESTS.

- 4.2. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire and other landscape-scale forest disturbances do not recognize or respect jurisdictional boundaries. The Parties therefore agree to work collaboratively and in a coordinated fashion to achieve the mission and objectives sought and described herein and in the Partnership MOU.
- 4.3. The Parties acknowledge that any Party to this MOU may participate in local activities or implement decisions related to forestry management as part of their site-specific obligations, responsibilities, and authorities. This MOU is not meant to supplant any Party's discretionary authority to make decisions about forest management or wildfire response associated with their individual jurisdictions.
- 4.4. This MOU is non-binding and does not obligate any funds of the Parties. As funding and resources are available and authorized (as determined in each Party's sole discretion), the Parties will provide technical, human, and/or financial support to the Partnership through other appropriate instruments (if funding and resources are available).
- 4.5. In consideration for the premises set forth above, each Party commits to:
 - 4.5.1. Work within their own statutory and regulatory authorities, including planning and decision-making requirements where applicable.

- 4.5.2. Collaborate and coordinate to implement this MOU to achieve the mission and objectives expressed herein.

5.0 MISSION, VALUES, AND OBJECTIVES.

The Parties in this MOU share the Mission, Values, and Objectives as outlined in Exhibit A.

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

- 6.1. As resources are available and authorized, the Parties will provide technical, human, and/or financial support to achieve the vision and outcomes of this MOU and the Partnership, consistent with the non-binding nature of this MOU, and through separate appropriate instruments when applicable. Specific areas of coordination may include, but are not limited to:
 - 6.1.1. Support and coordinate with existing and future forest-focused collaborative organizations, including the Northern Colorado Fireshed Collaborative, to refine objectives and achieve common goals.
 - 6.1.2. Identify opportunities for the Partnership's work to mitigate and prepare for other landscape-scale disturbances, such as insect infestations, drought, and severe weather events.
 - 6.1.3. Support outreach and community engagement for communities and landowners in the Clear Creek watershed to increase acceptance of and readiness for pre- and post-fire mitigation and forest health projects.
 - 6.1.4. Overlay potential operational delineation (POD) boundaries with projects identified in the Upper Clear Creek Watershed Pre-Wildfire Planning Study. Highlight areas of overlap and refine POD boundaries.
 - 6.1.5. Identify clusters/groups of strategic priority projects to create potential efficiencies in planning processes and reach agreement on upcoming planning priorities.
 - 6.1.6. Initiate stakeholder outreach and planning to begin working toward a potential cross boundary, landscape scale forest health project.
- 6.2. Other Parties, excluding the U.S. Forest Service, Thornton, and Colorado State Forest Service, will continue to fulfill the responsibilities of Members of the Partnership in accordance with the Partnership MOU.
- 6.3. A representative or representatives of the U.S. Forest Service, Thornton, and Colorado State Forest Service may attend meetings of the Partnership, participate in discussions, contribute to project planning, share information, support public outreach efforts, and otherwise contribute to the shared objectives of the Parties stated in Section 5.0. The U.S. Forest Service, Thornton, and Colorado State Forest Service will not have a vote during Partnership meetings under the current

Partnership MOU Framework. The U.S. Forest Service is not currently eligible to become a member of the Partnership.

- 6.4. The Parties will meet annually to discuss a program of work and prioritize projects for the upcoming year that may require U.S. Forest Service involvement or approval. This meeting should be scheduled to align with development of the U.S. Forest Service's program of work for the following fiscal year.
- 6.5. The Parties will consider entering into separate agreements, as resources allow, to accomplish agreed upon projects to achieve the mission and objectives of this MOU and the Partnership.

7.0 MISCELLANEOUS

- 7.1. NOTICES. Any communications affecting the operations covered by this agreement given by the Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the program contacts and addresses listed below in Section 7.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- 7.2. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- 7.3. ENDORSEMENT. Contributions of Parties made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Parties' products or activities.
- 7.4. 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.

- 7.5. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Parties to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- 7.6. **USE OF COLORADO STATE FOREST SERVICE INSIGNIA.** In order for the Parties to use Colorado State Forest Service insignia on any published media, such as a web page, printed publication, or audiovisual production, permission must be granted in writing from the Colorado State Forest Service State Forester or his designee.
- 7.7. **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.
- 7.8. **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).
- 7.9. **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.
- 7.10. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Parties are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"ARP of the Forest Service, Department of Agriculture."

Parties may call on the U.S. Forest Service's Office of Communication for advice

regarding public notices. Parties are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- 7.11. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Parties shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- 7.12. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Parties shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- 7.13. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- 7.14. DEBARMENT AND SUSPENSION. Parties 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 Parties 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.
- 7.15. 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.
- 7.16. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of

the last signature and is effective through September 11, 2027 at which time it will expire. This MOU and the Partnership MOU will expire on September 11, 2027. At that time, the Parties may review, revise, update, and re-adopt this MOU. The Parties may also consider whether it is appropriate to revise the September MOU to allow the U.S. Forest Service, Thornton, and the Colorado State Forest Service to become full voting members of the Partnership.

8.0 PRINCIPAL CONTACTS

Principal Cooperator Contacts:

City of Arvada Contact #1	City of Arvada Contact #2
Evelyn Rhodes 8101 Ralston Rd Arvada, CO 80002 Telephone: 720-898-7802 Email: erhodes@arvada.org	Suresh Niraula 8101 Ralston Rd Arvada, CO 80002 Telephone: 720-898-7806 Email: sniraula@arvada.org
City of Black Hawk Contact #1	City of Black Hawk Contact #2
Tom Isbester 987 Miners Road Black Hawk, CO 80422 Telephone: 393-582-1324 Email: tisbester@cityofblackhawk.org	Brad Dallam 987 Miners Road Black Hawk, CO 80422 Telephone: 303-582-2237 Email: bdallam@cityofblackhawk.org
Clear Creek County Contact #1	Clear Creek County Contact #2
Suzanne Boccia 495 Argentine Street Georgetown, CO 80444 Telephone: 303-679-2320 Email: sboccia@clearcreeksheriff.us	Lisa Leben 401 Argentine Street Georgetown, CO 80444 Telephone: 303-679-2434 Email: lleben@clearcreekcounty.us
Clear Creek Fire Authority Contact #1	Clear Creek Fire Authority Contact #2
Jeremy Jones 681 CR 308 Dumont, CO 80436 Telephone: 303-567-4342 x110 Email: jjones@clearcreekfire.com	Jeremy Jones 681 CR 308 Dumont, CO 80436 Telephone: 303-567-4342 x110 Email: jjones@clearcreekfire.com
Town of Empire Contact #1	Town of Empire Contact #2
Sally Rush PO Box 100 Empire, CO 80438 Telephone: 720-361-9725 Email: sally.kate.rush@gmail.com	Sally Rush PO Box 100 Empire, CO 80438 Telephone: 720-361-9725 Email: sally.kate.rush@gmail.com

Gilpin County Contact #1	Gilpin County Contact #2
Jennifer Cook 230 Norton Drive Black Hawk, CO 80422 Telephone: 303-582-9106 Email: Jennifer.cook@colostate.edu	Brad Benning PO Box 366 Central City, CO Telephone: 303-951-3671 Email: bbenning@gilpincounty.org

City of Golden Contact #1	City of Golden Contact #2
Kerry Major 1409 10 th St Golden, CO 80401 Telephone: 303-384-8182 Email: kmajor@cityofgolden.net	Brian Tracy 1409 10 th St Golden, CO 80401 Telephone: 303-384-8135 Email: btracy@cityofgolden.net

Jefferson County Contact #1	Jefferson County Contact #2
Steve Germain 700 Jefferson County Parkway, #100 Golden, CO 80401 Telephone: 303-271-5986 Email: sgermain@jeffco.us	Patrick O'Connell 100 Jefferson County Parkway, #3550 Golden, CO 80419 Telephone: 303-271-8707 Email: poconnel@co.jefferson.co.us

City of Westminster Contact #1	City of Westminster Contact #2
Kelly Cline Address: 8900 Pierce St City, State, Zip: Westminster, CO 80021 Telephone: 303-658-2576 Email: kcline@cityofwestminster.us	Name: Sarah Borgers Address: 6575 W 88 th Ave City, State, Zip: Westminster, CO Telephone: 303-658-2182 Email: sborgers@cityofwestminster.us

City of Thornton Contact #1	City of Thornton Contact #2
Caleb Owen 9500 Civic Center Drive Thornton, CO 80229 Telephone: 303-255-7772 Email: Caleb.Owen@thorntonco.gov	Pia Gerstle 9500 Civic Center Drive Thornton, CO 80229 Telephone: 720-977-6505 Email: pia.gerstle@thorntonco.gov

Colorado State Forest Service Contact #1	Colorado State Forest Service Contact #2
Weston Toll 500 Campus Delivery Fort Collins, CO 80523 Telephone: 970-491-8760 Email: Weston.Toll@colostate.edu	Keith Lippwe 5060 Campus Delivery Fort Collins, CO 80523 Telephone: 970-491-3864 Email: Keith.Lippwe@colostate.edu

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Leah Fine Partnership Coordinator 2150 Centre Ave, Building E Fort Collins, CO 80526 Telephone: 970-817-0684 Email: leah.fine@usda.gov	Sara Wolf Grants Management Specialist 2840 Kachina Drive Pueblo, CO 81008 Telephone: 719-467-6445 Email: sara.wolf@usda.gov

9.0 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 MOU related matters. This MOU may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

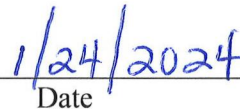
In witness whereof, the parties hereto have executed this MOU as of the last date written below.

City of Arvada

Date



City of Black Hawk


Date

County of Clear Creek

Date

Clear Creek Fire Authority

Date

Town of Empire

Date

County of Gilpin	Date
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City of Golden	Date
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County of Jefferson	Date
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City of Westminster	Date
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City of Thornton	Date
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Colorado State Forest Service	Date
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MONTE WILLIAMS, Forest Supervisor Forest Service, ARP	Date
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The authority and format of this agreement have been reviewed and approved for signature.

SARA WOLF

Digitally signed by SARA WOLF
Date: 2023.11.01 15:03:15 -06'00'

SARA WOLF Forest Service Grants Management Specialist	Date
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MISSION, VALUES, AND OBJECTIVES

5.1. **MISSION.** The mission of this Partnership is to engage in collaborative, cross-jurisdictional, planning of wildfire risk mitigation and forest health projects within the Clear Creek Watershed.

5.2. **VALUES.** The Parties maintain the following values:

5.2.1. **Safety:** Protecting life, health, and public safety. Protecting homes and critical infrastructure. Ensuring emergency access and egress. Providing clear water in adequate supply. Hazard mitigation for fires, floods, and debris flows.

5.2.2. **Resiliency:** Healthy forests and riparian systems. Strong partnerships and diverse funding sources. Infrastructure and operational redundancy. Changing environmental conditions and system assumptions.

5.2.3. **Feasibility:** Finding funding. Landscape and terrain access. NEPA and other environmental requirements. Value, meeting multiple objectives.

5.2.4. **Environment:** Natural floodplain functions of storage, infiltration, energy dissipation, and resistance. Protecting and enhancing aquatic habitats. WWTF effluent quality. Treatable water supply. Threatened and endangered species and species of special concern.

5.2.5. **Community:** Protecting and enhancing tourism. Education, outreach, and communication. Equity of projects. Recreations and access.

5.2.6. **Sustainability:** Self-maintaining streams and ecosystems. Full life-cycle costs across triple bottom line. Locally available and/or recycled materials. Science-based decision making.

5.3. **OBJECTIVES.** The Parties share the following objectives in entering into this Partnership:

5.3.1. To coordinate and collaborate pre-wildfire and post-wildfire mitigation projects within the Clear Creek Watershed.

5.3.2. Pool resources (technical, human, and monetary) to accomplish the goals of the Partnership.

5.3.3. Support and promote active management of forest health to reduce wildfire risk, especially with on-the-ground activities using best available technologies and strategies.

5.3.4. Procure grant funding to enhance pre-wildfire and post-wildfire mitigation projects.

5.3.5. Increase public outreach and education related to watershed health, forest health, and fuels mitigation.

5.3.6. Develop a partnership response system, plan/network for how to respond should a wildfire occur.

5.3.7. Improve the long-term resilience of communities dependent on the Clear Creek Watershed.

MISSION, VALUES, AND OBJECTIVES

5.3.8. Leverage resources, funding, and expertise to accomplish landscape-scale projects.

5.3.9. Engage in mid- and long- term planning for Partnership projects and as an organization as a whole.