

Draft U.S. Forest Service
Public Law 89-72 Interagency Agreement

DRAFT

SUPPLEMENTAL AGREEMENT

Between the

FOREST SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

and the

BUREAU OF RECLAMATION

UNITED STATES DEPARTMENT OF THE INTERIOR

**FOR ADMINISTRATION OF FOREST RESOURCES, RECREATION FACILITIES,
LANDS, WATERS, AND RECLAMATION WORKS AT
UPPER STILLWATER RESERVOIR, BONNEVILLE UNIT,
CENTRAL UTAH PROJECT, UTAH**

TABLE OF CONTENTS

Article No.	Title	Page No.
	PREAMBLE.....	1
1.	DEFINITIONS.....	3
2.	MANAGEMENT AREA.....	5
3.	PRIMARY JURISDICTION ZONE.....	5
4.	DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE.....	6
5.	COORDINATION OF IMPROVEMENTS	6
6.	VARIATION IN WATER LEVEL AND RELEASE FLOWS	7
7.	LICENSES, PERMITS, AND CONTRACTS.....	7
8.	PERMITS OR LEASES FOR MINERAL RESOURCES.....	8
9.	HOLD HARMLESS CLAUSE.....	8
10.	INGRESS AND EGRESS.....	8
11.	MISCELLANEOUS PROVISIONS.....	9
12.	RECREATION USE DATA REPORT.....	9
13.	ANNUAL MEETING.....	10
14.	CONTINGENT ON APPROPRIATIONS.....	10
15.	DESIGNATION OF REPRESENTATIVE.....	10
16.	AMENDMENTS OR SUPPLEMENTS.....	10

Exhibit A - Upper Stillwater Reservoir Area Boundary

Exhibit B - Primary Jurisdiction Zones

SUPPLEMENTAL AGREEMENT

Between the

FOREST SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

and the

BUREAU OF RECLAMATION

UNITED STATES DEPARTMENT OF THE INTERIOR

FOR ADMINISTRATION OF FOREST RESOURCES, RECREATION FACILITIES,
LANDS, WATERS, AND RECLAMATION WORKS AT
UPPER STILLWATER RESERVOIR, BONNEVILLE UNIT,
CENTRAL UTAH PROJECT, UTAH

PREAMBLE

THIS SUPPLEMENTAL AGREEMENT made and entered into this ____ day of _____, 2008, in accordance with the Master Interagency Agreement (No. 86-SIE-004) between the Bureau of Reclamation, U.S. Department of the Interior, hereinafter referred to as RECLAMATION, and the Forest Service, Intermountain Region, U.S. Department of Agriculture, hereinafter referred to as the SERVICE, acting pursuant to the Multiple Use, Sustained Yield Act of June 12, 1960 (74 Stat. 215); the National Forest Management Act of October 22, 1976 (90 Stat. 2949); the Organic Administration Act of 1897 (30 Stat. 11); the Federal Water Project Recreation Act of July 9, 1965 (79 Stat. 213); the

Colorado River Storage Project Act of April 11, 1956 (70 Stat. 105) and the Act of June 17, 1902 (32 Stat. 3A8); the Second Deficiency Appropriations Act for 1924 (Fact Finders Act) of December 5, 1924 (42 Stat. 672); and all Acts amendatory thereof or supplemental thereto, commonly referred to as Federal Reclamation Laws, and such other legislation and regulations as they may apply.

WITNESSETH, That:

WHEREAS, all land used for Upper Stillwater Dam and Reservoir, Central Utah Project, Utah, contained within the Reservoir Area Boundary, located within the exterior boundaries of the Ashley National Forest (see Exhibit A), consists of National Forest lands reserved from the public domain which are also under RECLAMATION withdrawal, and;

WHEREAS, it is the intention of RECLAMATION to transfer to the SERVICE administration of forest resources and jurisdiction of the recreation facilities pursuant to the Federal Water Project Recreation Act, and;

WHEREAS, as a part of this transfer, the SERVICE and RECLAMATION desire to enter into this Supplemental Agreement to

specify each agency's responsibility with respect to planning, administration, and operation of the Reservoir Area, and;

WHEREAS, Reclamation and the Service have discussed this proposed transfer on-site, and have agreed on the action items contained in Exhibit C of this agreement;

1. DEFINITIONS

When used herein, the term:

a. Reservoir Area means all the contiguous lands withdrawn by Reclamation for the construction and operation of the Reservoir as contained within the Reservoir Area Boundary shown on Exhibit A and Exhibit B attached hereto and made a part hereof.

b. Management Area means all lands located within the Reservoir Area Boundary except the Primary Jurisdiction Zones as defined below.

c. Primary Jurisdiction Zone means the lands within the Reservoir Area Boundary that have a reserved use by RECLAMATION for the construction, operation, and maintenance of the dam and appurtenant structures. The Primary Jurisdiction Zone includes:
1) all the lands within the Reservoir Area Boundary extending eight hundred (800.0) feet upstream of the dam axis and one

thousand (1,000.0) feet downstream of the dam axis; 2) the soil-cement-capped, waste-sand piles below the high water line of the reservoir along with guaranteed access via the Rock Creek Trail and/or the reservoir basin; 3) the lands located at the work center including the access road, fenced area, and the leach field outside the fenced area; 4) the area one hundred feet left and right of centerline of Docs Feeder Pipeline; and 5) the area one hundred (100.0) feet left and right of centerline and one hundred (100.0) feet upstream and downstream of Docs Diversion Structure. The Primary Jurisdiction Zones, are shown on Exhibit B attached hereto and made a part hereof.

d. Project Facilities means any dam, roads, aqueduct, pipeline, diversion or other structure constructed by RECLAMATION for the storage, diversion, operation, maintenance, and/or release of water for the Central Utah Project.

e. National Forest Land and Resource Management Plan means a plan prepared in accordance with sound land management and environmental principles outlined in the Multiple Use and Sustained Yield Act of 1960, National Environmental Policy Act (NEPA) of 1969, Forest Rangeland Resource Planning Act (RPA) of 1974 and the National Forest Management Act (NFMA) of 1976. The plan is selected by the Regional Forester, Intermountain Region, USDA, Forest Service.

2. MANAGEMENT AREA

The lands in the Management Area and reservoir water surface covered by this agreement are shown by the line designated Reservoir Area Boundary on the attached and incorporated Exhibit "A" and Exhibit "B". Within this area, except for the Primary Jurisdiction Zones, development by and administration of the SERVICE shall be carried out in accordance with the Ashley National Forest Land and Resource Management Plan and shall be compatible with RECLAMATION project purposes and shall not impose a limitation on project purposes or interfere with the authority of RECLAMATION to construct, operate, and maintain project facilities. In this area, RECLAMATION may, upon written notice to the SERVICE, use such lands as may be required for RECLAMATION project purposes. RECLAMATION and the SERVICE, to the fullest extent possible, will coordinate their land management activities in this area.

3. PRIMARY JURISDICTION ZONES

Within the Primary Jurisdiction Zones, the SERVICE shall be responsible for the operation and incidental maintenance of the boat ramp and associated facilities, Rock Creek Trail and trailhead access road, and the SERVICE campground road that crosses Doc's Feeder Pipeline right-of-way. RECLAMATION, its contractors, lessees, and permittees shall have the exclusive right to manage lands, construct, operate, and maintain project facilities within the designated Primary Jurisdiction Zones.

RECLAMATION reserves the right to close lands within the Primary Jurisdiction Zones for security, safety, and other necessary project purposes.

4. DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE

The SERVICE is responsible for the operation and maintenance of recreation facilities provided by RECLAMATION. The SERVICE is also responsible for the design, construction, operation, and maintenance of future recreational and other resource facilities within the Management Area. Before initiating construction of facilities within the Management Area, the SERVICE will submit plans of development to RECLAMATION for review and concurrence for the purpose of making sure the proposed development will in no way conflict with the construction, operation, and maintenance of project facilities.

5. COORDINATION OF IMPROVEMENTS

RECLAMATION and the SERVICE, and their contractors or assigns, agree to coordinate improvements, construction, reconstruction, and maintenance programs involving buildings, guardrails, fences, roads, bridges, signs, etc., in order to enhance and preserve aesthetic values through the application of reasonably uniform practices and standards within the Reservoir Area.

6. VARIATION IN WATER LEVEL AND RELEASE FLOWS

a. The SERVICE recognizes the need of RECLAMATION to vary, as it deems necessary, the water surface of the reservoir and river releases as required for daily or other operations of, or in connection with, the operation and maintenance of its project facilities, and the SERVICE agrees to reserve this right of RECLAMATION in all permits, agreements, and contracts granted or entered into by it. Except for emergency situations, RECLAMATION or its contractor will advise the SERVICE, in advance, of plans for sudden changes in operation of the dam that will significantly affect the river level or recreation activities above or below the dam.

b. It is mutually agreed that under certain reservoir conditions, the reservoir may be closed to boats, personal water craft, and floatation devices.

7. LICENSES, PERMITS, AND CONTRACTS

The SERVICE may issue and administer licenses, permits, and contracts for recreation and other National Forest purposes within the Management Area. Only Reclamation shall issue licenses, permits, and contracts within the Primary Jurisdiction Zones. All instruments shall be subject to applicable terms of this agreement.

8 PERMITS OR LEASES FOR MINERAL RESOURCES

All permits, leases, or applications for permits to drill for the exploration, use, and removal of oil, gas, coal and other minerals or geothermal resources on National Forest lands within the Management Area shall be submitted to RECLAMATION for approval prior to the execution of the lease or permit. No permits for the exploration, use, and removal of oil, gas, coal, and other minerals or geothermal resources shall be issued within the Primary Jurisdiction Zones.

9. HOLD HARMLESS CLAUSE

The SERVICE and RECLAMATION will include in all leases, licenses, permits, or contracts, pertaining to all areas within the Reservoir Area Boundary, provisions by which the lessee, licensee, permittee, or contractor undertake to indemnify and hold harmless the United States, its officers, contractors, and employees engaged in the construction, operation, and maintenance of the Central Utah Project, as to any liability for injury or damage to persons or property arising out of their acts or omissions, negligence, or otherwise except as provided for under the Federal Tort Claims Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. § 1346(b), 2671 et seq.) or other applicable law.

10. INGRESS AND EGRESS

RECLAMATION and its authorized contractors will have the right of unrestricted ingress and egress to all Primary

Jurisdiction Zones for the purpose of carrying on construction, operation, maintenance and other project purposes.

11. MISCELLANEOUS PROVISIONS

The SERVICE will be responsible for the incidental maintenance of the boat ramp and associated facilities, the trail around the reservoir, and recreation area roads. RECLAMATION will coordinate efforts in the maintenance of the rock faces above both abutments as mutually agreed. On or about May 15th of each year, the SERVICE will contact RECLAMATION to discuss the timing of the rock face maintenance activities. Reclamation, and/or its contractor, shall use their best efforts to accomplish this work as early in the season as possible with all work being completed before July 1st. RECLAMATION will be responsible for the maintenance of all roads within the Primary Jurisdiction Zones except the SERVICE campground road that cross Doc's Feeder Pipeline right-of-way and the Rock Creek Trailhead access road. Where a need is apparent for safety reasons, or for operation and maintenance purposes, RECLAMATION may fence areas within the Primary Jurisdiction Zones.

12. RECREATION USE DATA REPORT

The SERVICE shall submit to RECLAMATION, on forms provided by RECLAMATION, on or before November 30th each year, data required for RECLAMATION'S annual Recreation Use Data Report for the Upper Stillwater Reservoir Recreation Area.

13. ANNUAL MEETING

The SERVICE and RECLAMATION agree to meet at least annually in to review and discuss operation and maintenance plans, including proposed activities that may impact either agency's budget, programs, operations, or facilities.

14. CONTINGENT ON APPROPRIATIONS

This agreement shall not obligate RECLAMATION or the SERVICE to make future payments or expenditures in excess of appropriations authorized by law.

15. DESIGNATION OF REPRESENTATIVE

The Regional Director hereby designates the Area Manager, Provo Area Office, Provo, Utah, or his/her authorized representative to represent RECLAMATION, and the Regional Forester hereby designates the Forest Supervisor of the Ashley National Forest as his/her authorized representative to represent the SERVICE in the administration of this Supplemental Agreement. The Supplemental Agreement shall be effective from the day written above.

16. AMENDMENTS OR SUPPLEMENTS

This Supplemental Agreement may be amended, supplemented, or superseded at any time by mutual consent.

Exhibits

Exhibit "A" - Upper Stillwater Dam - Withdrawn Lands and Reservoir Area Boundary

Exhibit "B" - Upper Stillwater Dam - Primary Jurisdiction Zones

Exhibit "C" - Mutually Approved Action Items Related to the Transfer Agreement

FOREST SERVICE
DEPARTMENT OF AGRICULTURE

BUREAU OF RECLAMATION
DEPARTMENT OF THE INTERIOR

Regional Forester
Rocky Mountain Region
Ogden, Utah

Regional Director
Upper Colorado Region
Salt Lake City, Utah