

## **CDPHE/CDOT Liaison Agreement**

### MEMORANDUM OF UNDERSTANDING

between the  
Colorado Department of Transportation  
and the  
Colorado Department of Public Health and Environment

This Memorandum of Understanding (MOU) between the Colorado Department of Transportation (CDOT) and the Colorado Department of Public Health and Environment (CDPHE) sets forth the responsibilities of the signatory agencies (parties) relative to the priority review, assistance, and preparation of information and required documentation to support approvals/determinations of transportation projects. This MOU is entered into by each signatory agency with the goal of achieving timely planning, development, design and implementation of exemplary, safe and economical transportation improvements while also assuring such planning, development, design and implementation is sensitive to the protection of public health and environment, specifically water quality but also any other support for CDOT as needed, for which CDPHE is responsible under federal and state statutes and regulations.

**Whereas**, the Colorado Department of Transportation, hereinafter referred to as CDOT, is charged under the laws of the State of Colorado with the construction and maintenance of the state's highways, and;

**Whereas**, the Water Quality Control Division of the Colorado Department of Public Health and Environment, hereinafter referred to as WQCD, is charged under the laws of the State of Colorado with administration and enforcement of the water quality control program adopted by the Colorado Water Quality Control Commission, the administrative agency responsible for developing specific state water quality regulations. The WQCD shall administer and enforce the water quality control program in a manner that implements the broader direction of water quality control set forth by the Legislature in the Colorado Water Quality Control Act, and that of the Federal Clean Water Act, and;

**Whereas**, CDOT has a strong commitment to protecting and enhancing environmental resources including the waters of the state, and;

**Whereas**, CDOT's Water Quality Program has a mission to provide the best guidance to engineers and planners early in the transportation development process, and during construction so that Waters of the State are protected, and;

**Whereas**, CDOT and CDPHE mutually agree that a Liaison between the two agencies would, presently and in the future, be a significant factor in the success of water quality improvement and protection goals, as well as support other environmental regulations and permits of both agencies, and;

**Whereas**, both parties agree that the Liaison be dedicated to provide CDOT with priority project review, consultation, assistance, and preparation of information and required documentation to support approvals/determinations in the program and project planning and development processes, so that transportation projects can be planned, designed and implemented promptly, and would meet environmental quality needs of the State, in a manner that is sensitive in regard to water and other environmental resources and comply with the terms set forth in permits being developed for or issued to CDOT, including but not limited to the CDOT MS4 Permit, CDOT Stormwater Construction Permit, Compliance Order on Consent (SC-081023-1), CDOT Water Quality and Erosion and Sediment Control Specifications and with the CDOT Environmental Programs Branch protocols, policies, and guidelines as well as future permits and consent orders.

**Now therefore**, this Memorandum of Understanding witnesses that:

CDOT agrees:

That the Liaison position will be fully funded by, and report to, the CDOT Division of Transportation Development, Environmental Programs Branch. The position will be within the Environmental Protection Specialist III list with specific assigned duties falling within the class III position (**EPSIII**).

That the Liaison position will be assigned duties and tasks for CDOT associated with water quality requirements administered by the WQCD, although tasks could range beyond those associated with WQCD.

To cooperatively exchange information between the two agencies including that which involves reviewing site-specific conditions and project approaches which could potentially be identified as permit or order violations.

To include the Liaison in all pertinent meetings, discussions, activities, site visits, etc., that the position might need in order to facilitate permitting, consultation, compliance assistance and/or permitting and compliance decision making. This means that the Liaison will attend CDOT staff meetings and other planning meetings as appropriate to help facilitate interactions between CDPHE and CDOT. CDOT retains the right to exclude the Liaison from information that is determined deliberative or potentially litigious.

To utilize the Liaison position to facilitate the priority review and decision making for CDOT permitting and compliance determinations and reduce the level of direct consultation needed between CDPHE staff and CDOT staff. CDOT recognizes that the Liaison cannot perform work on behalf of CDPHE, such as drafting CDPHE decision documents such as permits or compliance findings/violations, but can respond directly to CDPHE questions or requests for information with regard to CDOT submissions.

The work priorities of the position will be determined by the position supervisor, CDOT's Environmental Programs Branch Manager, based on overall need and urgency. CDPHE and

CDOT will jointly discuss priorities for the liaison when priorities conflict in order to provide input to the Liaison's supervisor regarding work tasks.

To provide access to a state vehicle and fleet-card for gasoline if one is not available by CDPHE.

All per-diem and other travel expenses are billed directly to CDOT as a CDOT employee and no funding will be transferred to CDPHE.

To fully supervise the position including performance evaluations and actions associated with position pay, classification, and tenure.

To establish core work hours that meet the business needs of CDOT with input from CDPHE.  
To establish work hours and locations that are consistent with CDPHE's flextime and flexplace policies.

CDPHE agrees:

To provide office space, basic office supplies, phone, use of copiers, faxes, computer, etc, to the Liaison at no cost to CDOT. It is not expected that CDPHE provide specialized equipment.

To provide building access appropriate for the classification and duties of the CDOT position that is consistent with the CDPHE policy regarding building access and identification cards.

To provide access to a state vehicle and the fleet-card for gasoline for use by the Liaison. The position will follow all CDPHE rules and policies with regards to the use of state vehicles when using state vehicles owned by CDPHE.

To provide input to the Liaison that will facilitate effective completion of daily tasks while accommodating CDOT's needs and priorities.

To review and respond to CDOT submittals or project documentation on a mutually agreed upon schedule after CDPHE receipt of submittals or project documentation.

To provide input to the CDOT supervisor regarding employee performance.

CDOT and CDPHE Jointly Agree:

That the Liaison's duties will include, but not be limited to: providing technical assistance to CDOT to reduce impacts of CDOT projects to waters of the state; participating in field visits and compliance assistance inspections of projects or proposed projects where needed; reviewing National Environmental Policy Act documents for CDOT projects with regard to water quality issues and commitments; performing necessary administrative and housekeeping duties as per the CDOT and WQCD; facilitating discussions and negotiations between managers of CDOT and WQCD; and assist in preparing required permit application materials and permit reporting

materials and any supporting documentation for those permit application materials and permit reporting materials.

To provide appropriate CDOT-related and CDPHE-related on-the-job training for the Liaison early in the liaison's time of employment and as necessary thereafter to include time at CDOT as well as at CDPHE, enabling fulfillment of the tasks associated with the position at a professional level using the latest industry information and technology. CDPHE will provide input to CDOT regarding other training needs, both for those that are no-cost to state employees and for those that include costs for training done by others. External training required for the liaison will be paid for by CDOT as priorities dictate and as allowed by CDOT's budgets.

The Liaison shall attend appropriate CDOT meetings and represent CDOT at appropriate conferences. The Liaison will coordinate with appropriate CDPHE and CDOT staff as topics require, and facilitate information exchange and problem solving between CDOT and CDPHE.

To participate cooperatively in the hiring process to ensure applicant qualifications, suitability, and personalities are appropriate for the position and for the work environments of both agencies. The hiring process will be initiated and managed through CDOT's Office of Human Resources since the position will be a CDOT employee.

To modify, amend or extend this MOU by the mutual agreement of the signatory parties. Any modification, amendment, or extension of the Agreement will become effective upon signature of all parties involved.

That the parties to this MOU act in an independent capacity in the performance of their respective functions under this MOU; and neither party shall be construed as the officer, agent or employee of the other.

#### Commencement, Expiration and Termination

The terms and conditions of this agreement will become effective when executed by all the parties, and will be effective for 5 years, unless extended or terminated. At that time, a re-evaluation will be conducted by both parties whereupon the agreement may be extended.

The parties will determine whether the terms and conditions of this MOU are still satisfactory to each party and whether modifications are required. If modifications are required, such changes will be made by written amendment executed by all parties. Each party may request changes to the terms and conditions to this MOU at any time while it is in effect, and such modifications will be made by written amendment upon mutual agreement by other parties.

Either party may terminate the agreement with a 60 calendar-day written notice to the other.

## Communication and Contact

The Point of Contact/Liaison Supervisor for each signature agency is listed below:

### **Colorado Department of Transportation**

Division of Transportation Development  
Environmental Programs Branch Manager  
4201 East Arkansas Avenue, Shumate Building  
Denver, Colorado 80222  
303 757-9630

### **Colorado Department of Public Health and Environment**

Water Quality Control Division  
Permits Section Manager  
4300 Cherry Creek Dr. S.  
Denver, Colorado 80246  
303 692-3599

The parties hereto have executed this MOU.

**Rebecca White** (signed electronically)

May 6, 2020

Division of Transportation Development Director  
Colorado Department of Transportation

Date



(signed electronically)

May 6, 2020

Water Quality Control Division Director  
Colorado Department of Public Health and Environment

Date