

Dolores River Restoration Partnership  
MEMORANDUM OF UNDERSTANDING  
Between

Bureau of Land Management (Dolores, Montrose, Grand Junction & Moab Offices);  
State of Colorado Counties of Dolores, Montrose, San Miguel, Mesa;  
State of Utah County of Grand; The Nature Conservancy; Tamarisk Coalition; Walton Family  
Foundation; Rocky Mountain Bird Observatory; Southwest Conservation Corps, Canyon  
Country Conservation Corps, Western Colorado Conservation Corps; U.S. Fish and Wildlife  
Service Partners for Fish and Wildlife Program; Natural Resources Conservation Service and  
Conservation Districts; Colorado Division of Wildlife; Utah Division of Wildlife Resources;  
Colorado Department of Highways; and other agencies and organizations as added in the future

**Article 1. Background and Purpose**

The Dolores River is a major river in Western Colorado and Eastern Utah, and an important scenic, recreational, and natural value for the region. The riparian habitat along the river has been degraded by several factors, including invasion of tamarisk and other weeds, and loss of native vegetation in the riparian zone. The invasive species and depleted riparian zone are causing harmful impacts to wildlife habitat, water resources and recreational use along the Dolores River and its tributaries within Dolores, San Miguel, Montrose, and Mesa counties in Colorado, and Grand County in Utah. Local communities, state and federal agencies, non-profit and private companies, and private landowners desire to develop and implement a comprehensive restoration plan for the Dolores River, including a Restoration Action Plan, to address this problem. All parties recognize that the challenge of controlling invasive species and restoration of the Dolores River will be more successful with a coordinated effort utilizing the skills and expertise available through this collaborative effort. An Executive summary of Partnership goals, roles and responsibilities can be found in Attachment 1.

**Article 2. Authority**

The Bureau of Land Management may enter into this MOU under the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737, Sec 307; The National Environmental Policy Act of 1969, (42 USS 1737) and the Wyden Amendment (16 U.S.C. § 1011(a)).

The U.S. Fish and Wildlife Service may enter into this MOU under the authority contained in the Partners for Fish and Wildlife Act (Public Law 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended.

The Natural Resources Conservation Service may enter into this MOU under the Soil Conservation and Domestication Allotment Act of 1935 (16 USC 590a-f).

(Each Governmental signatory to provide the laws, regulations or authorities supporting their participation in the MOU.)

**Article 3. Statement of Mutual Benefits**

December 27, 2010

It is the intent of the Parties to work together to develop and implement a Dolores River Restoration Action Plan (DR-RAP) as a means to return the Dolores River riparian area to native vegetation. The Action Plan (Attachment 1) will:

1. Control non-native invasive tamarisk and other invasive species that directly impact riparian areas
2. Re-vegetate impacted areas with appropriate vegetation
3. Monitor outcomes
4. Identify and implement long-term maintenance strategies
5. Structure educational efforts, conduct outreach and education meeting and workshops to engage private landowners and other partners in the Dolores River restoration effort
6. Identify research needs
7. Identify and help secure funding

The Parties agree to collaborate to provide information and expertise, develop objectives and acceptable strategies to meet the objectives, and share knowledge of best practices for this region. The goal of the plan is to create a self-sustaining healthy riparian habitat along the Dolores River and its major tributaries.

The Parties agree to provide assistance of technical experts, information, and/or input to help in the implementation of the comprehensive Dolores River – Restoration Action Plan. The Parties also agree to meet bi-annually to review projects and activities and to share information and data collected that are permitted to be shared. These meetings may occur at sub-regional levels depending on the status and project level work associated with specific sections of the Dolores River. At least once annually the Parties will meet as an entire group to review project accomplishments and share information and make any necessary updates to the DR-RAP. Current meeting schedule can be found in Attachment 2.

Nothing in this MOU shall obligate the signatory or their agency, community, or organization to obligate or transfer funds.

#### **Article 4. Term of Agreement**

This MOU shall take effect on the date of the final signature and shall be in full force and effect for a period of five (5) years from the last date signed. This MOU may be modified in writing by mutual agreement and signature of all Parties

#### **Article 5. Principal Contacts**

The Principal Contacts for each Party are listed in Attachment 3. This list will be annually updated and/or revised as necessary to keep the contact list current. Principal Contacts will be the primary contact for implementation of this MOU.

(Attachment 3 will list the Principal Contact information—name, title, organization, contact information such as mailing address, email address, phone/fax numbers)

#### **Article 6. Roles and Responsibilities**

The Dolores River Restoration Partnership is made up of representatives of this agreement. In general, the Dolores River Restoration Partnership is supported technically by primary and secondary partners. Primary partners are those who lead and initiate day-to-day activities, monitor progress, and plan future work. They include:

- The Nature Conservancy (TNC) representative provides coordination and assists in the implementation of the Action Plan. The Conservancy is responsible for securing private land owner permissions to allow either contractors or the Conservation Corps groups to work on private lands. TNC will also provide a facilitator for meetings and information management.
- The Tamarisk Coalition is responsible for the implementation of DR-RAP, and provides technical assistance on various aspects of tamarisk control, revegetation, education, monitoring, and funding opportunities.
- The Conservation Corps Coordinator will help guide implementation of the various Conservation Corps groups.
- BLM Office representative will have lead responsibility for restoration and monitoring efforts on BLM lands.
- The Walton Family Foundation has been an active partner in the development of the DR-RAP and assisting with Partnership resource needs.

Secondary partners are responsible for supporting grant proposals, providing technical assistance, and generally helping advance Partnership goals. They include the following:

- Colorado counties of Dolores, San Miguel, Montrose, and Mesa, and Utah county of Grand pledge their support of grant applications, and to where possible lend support through their County Weed Programs.
- The U.S. Fish and Wildlife Service (Service) will assist in the restoration of the Dolores River by providing financial and technical assistance for restoration efforts on privately owned property. This assistance will be provided through the Service's Partners for Fish and Wildlife Colorado and Utah Programs
- Colorado Division of Wildlife will assist in providing input on restoration activities in areas of critical riparian habitat.
- Utah Division of Wildlife Resources will assist in providing input on restoration activities in areas of critical riparian habitat.
- Natural Resources Conservation Service and Conservation Districts will help identify private land owners, provide input on restoration activities on private land, and may offer reimbursed cost-share financial support through the Farm Bill to eligible land owners to assist in Partnership goals.
- Colorado Department of Highways will work with the Partnership to ensure that restoration activities do not interfere with highway safety.
- Rocky Mountain Bird Observatory will work with Partnership to acquire financial leverage facilitating enrollment of eligible private land in restoration activities and Farm Bill programs, outreach to private land owners and local organizations, and to assist with monitoring program effectiveness in critical riparian habitats to ensure that wildlife populations are not compromised by restoration activities.

### **Article 7. Decision Making, Allocation of Resources**

Decisions of where and how to use funds, whether from private or public sources, will be made on a consensus basis using best available knowledge of site, best applicable technology or human resource, and within the guidelines that may have been given by the funding agency or granting foundation.

The Dolores River Partnership will meet on an bi-annual basis (Attachment 2, meeting schedule) to review the implementation of the Dolores River Restoration Action Plan and determine appropriate funding allocations. The Partnership will also receive reports on the accomplishments of the Partnership Sub-committees.

### **Article 8. Subcommittees**

The following sub-committees have been established to help meet Dolores River Restoration Partnership goals. Sub-committee membership and contact information is detailed in Attachment 4.

- Monitoring and research sub-committee to incorporate adaptive management principals, and to collect, assess, and disseminate monitoring data for use on future projects and to monitor progress toward meeting partnership goals.
- Funding sub-committee to identify and pursue funding options to enhance and leverage existing funding sources.
- Education and outreach sub-committee to identify education and outreach opportunities and appropriate materials.
- Science sub-committee to provide technical advice and to recommend restoration adjustments based on monitoring and adaptive management to include revegetation, beetle data interpretation, land management Best Management Practices and information management.

### **Article 9. Termination**

Any of the Parties, in writing, may terminate their participation in this instrument in whole, or in part, at any time before the date of expiration.

### **Article 10. Required Clauses**

**Civil Rights.** During the performance of this MOU, the Parties will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

**Non-fund Obligation Document.** Nothing in this MOU shall obligate any Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property amount the various Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by each appropriate authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statutes and regulations.

**No Proprietary or Confidential Information.** The Parties do not anticipate exchanging any proprietary or confidential information pursuant to this MOU. In the event that the Parties determine it would be beneficial to exchange proprietary or confidential information, the Parties shall negotiate and execute an appropriate nondisclosure agreement governing such exchange.

**No Party.** No legal partnership or agency is established by this MOU. None of the Parties are authorized or empowered to act as an agent, employee or representative of the other party, nor transact business or incur obligations in the name of the other party or for the account of the other party. No Party shall be bound by any acts, representations, or conduct of any other Party.

**Liability.** Each party will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees pursuant to this MOU.

**Promotions.** The Parties will not publicize or otherwise circulate promotional materials which state or imply endorsement of a product service, or position of this MOU by any of the Parties.

**Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any one party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**Establishment of Responsibility.** This instrument is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by one party to this MOU against any of the other Parties.

## **Article 11. Signatures**

December 27, 2010

**Authorized Representations** – By signature below, the Parties certify that the individuals listed in Attachment 3 as representatives of the Parties, are authorized to act in their respective areas for matters related to this MOU.

In witness hereof, the Parties hereto have executed this MOU on the dates set forth below. (For each signatory agency, please provide for your agency the name and title of each signatory party so this list can be finalized.)

<b>Organization</b>	<b>Representative</b>	<b>Signature</b>	<b>Date</b>
The Nature Conservancy			
The Tamarisk Coalition			
Bureau of Land Management Dolores Field Office			
Bureau of Land Management Uncompahgre Field Office			
Bureau of Land Management Grand Junction Field Office			
Bureau of Land Management Moab Field Office			
Walton Family Foundation			
Colorado County of Dolores			
Colorado County of San Miguel			
Colorado County of Montrose			
Colorado County of Mesa			

December 27, 2010

Utah County of Grand			
National Resource Conservation Service - CO	Allen Green, State Conservationist		
Colorado Association of Conservation Districts			
Colorado Division of Wildlife			
Utah Division of Wildlife Resources, Moab District			
Colorado Department of Transportation			
Rocky Mountain Bird Observatory			
Four Corners School of Outdoor Education/Canyon Country Youth Corps			
Southwest Conservation Corps			
Western Colorado Conservation Corps			
US Fish and Wildlife Service – Partners for Fish and Wildlife, Region 6	Heather Johnson, Regional PFW Coordinator		
University of Utah, Rio Mesa Center			

Attachments:

1. Executive Summary
2. Meeting Schedule

December 27, 2010

3. Principal Contact Information
4. Subcommittees, roles and responsibilities
5. Web access and related information