

Dolores River Restoration Partnership  
MEMORANDUM OF UNDERSTANDING  
Between

Bureau of Land Management (Tres Rios, Uncompahgre, Grand Junction & Moab Field Offices;  
Southwest Colorado, Northwest Colorado, and Canyon Country Utah Districts);  
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; Conservation Legacy's Southwest Conservation  
Corps; Four Corners School of Outdoor Education Canyon Country Youth Corps; Western  
Colorado Conservation Corps; U.S. Fish and Wildlife Service Partners for Fish and Wildlife  
Program; Natural Resources Conservation Service; Bureau of Reclamation; Department of  
Energy; Colorado Parks and Wildlife; Utah Division of Wildlife Resources; University of Utah  
Rio Mesa Center; Gateway Canyons Resort; Colorado Department of Agriculture Palisade  
Insectary; Dolores River Boating Advocates; Colorado Department of Transportation; Paradox  
Valley Charter School

**Article 1. Background and Purpose**

The Dolores River is a major river in southwestern 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 non-native, invasive plants as well as loss of native vegetation in the riparian corridor. The invasive species and depleted riparian corridor are causing harmful impacts to wildlife habitat, water resources, livestock forage, 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. Since 2009, the Dolores River Restoration Partnership (DRRP), a public-private collaborative, has been working to address these impacts under guidance of the Dolores River Riparian Action Plan as well as the original Memorandum of Understanding set to expire in 2015. Local communities, state and federal agencies, non-profit and private companies, and private landowners desire to build on the first five years of collaboration to protect the shared investment in restoring the riparian corridor of the Dolores River, as outlined in the DRRP Transition Plan for Monitoring and Maintenance (M&M). 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.

**Article 2. Authority**

The BLM 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 (FWS) 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.

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

The U.S. Department of Energy may enter into this MOU under DOE Order 436.1, Departmental Sustainability.

Non-profit organizations, private companies, and public agencies may enter into this MOU based on authority granted by their boards of directors, supervisors, and/or other applicable policies, laws, regulations, or authorities.

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

### **Article 3. Statement of Mutual Benefits**

It is the intent of the Parties to work together to implement the DRRP Transition Plan for M&M as a means to improve and create self-sustaining healthy riparian habitat along the Dolores River and its major tributaries. The Transition Plan for M&M is a living document that guides the following actions:

1. Control non-native invasive tamarisk and other invasive plant species that directly impact riparian areas
2. Re-vegetate impacted areas with appropriate native and desirable vegetation
3. Implement and refine long-term monitoring and maintenance strategies to protect shared investments in restoration
4. Structure educational and communications efforts to garner resources, share lessons learned within the DRRP and with other interested watershed partnerships, and foster regional awareness about restoration efforts
5. Identify and help secure long-term funding
6. Sustain effective governance and capacity needed to support these restoration efforts

The Parties agree to collaborate to provide information and expertise, develop acceptable strategies to meet the objectives, and share knowledge of best practices for this region.

### **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 of all Parties.

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

The Principal Contacts for each Party are maintained by the DRRP facilitator and Core Team. 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.

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

The DRRP is made up of representatives of this agreement. The Parties agree to provide assistance of technical experts, information, and/or input to help in the implementation of the comprehensive DRRP Transition Plan for M&M. The Parties agree to meet intermittently to review project accomplishments and share information that will assist the DRRP in meeting its goals. Nothing in this MOU shall obligate the signatory or their agency, community, or organization to obligate or transfer funds.

There are many public and private partners that play important roles and responsibilities for restoring the Dolores River riparian corridor by supporting grant proposals, providing technical assistance, sharing human and technical resources, and generally helping advance Partnership goals.

The following is a list of those organizations and a summary of their respective roles in the DRRP:

- Colorado counties of Dolores, San Miguel, Montrose, and Mesa, and Utah county of Grand pledge their support of grant applications, and where possible lend support through their County Noxious Weed Programs.
- The Colorado Department of Agriculture Palisade Insectary will continue to provide information from long-term studies of the tamarisk beetle along the Dolores River as well as information about other biocontrol agents to inform the DRRP's restoration practices.
- Colorado Parks and Wildlife (CPW) will assist in providing input on restoration activities in areas of critical riparian habitat, and for general matters pertaining to fauna occupying riparian habitats. CPW may also be consulted if specific fishery information is needed as a component of a field or research/monitoring project.
- Colorado Department of Transportation will assist the DRRP to ensure that restoration activities do not interfere with highway safety.
- Utah Division of Wildlife Resources will assist in providing input on restoration activities in areas of critical riparian habitat.
- University of Utah Rio Mesa Center (Center) will continue working with DRRP to restore the Center's riparian lands and share emerging knowledge from the Center's studies to inform the DRRP's restoration practices.
- BLM will have primary responsibility for restoration on public lands that the agency is responsible for; administering GIS progress reporting for public lands; and continuing to seek agency funding for implementation as well as monitoring and maintenance work.
- The FWS will assist in the restoration of the Dolores River by providing technical assistance and seeking funding for restoration efforts on privately owned property. This assistance will be provided through the FWS Partners for Fish and Wildlife Colorado and Utah Programs.
- NRCS 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.
- Bureau of Reclamation will continue working with DRRP to restore its riparian lands in the town of Bedrock, CO.
- U.S. Department of Energy (DOE) will continue working with DRRP to restore DOE riparian lands near Slickrock, CO under the uranium leasing program.

- The Nature Conservancy (TNC) will provide assistance with contracting for implementation and maintenance work, fundraising, and administering funding mechanisms. TNC will also provide a facilitator for meetings and website information management.
- Conservation Legacy's Southwest Conservation Corps will fundraise, coordinate initial treatment and strike-team maintenance workforces across corps programs, and coordinate volunteer events.
- Tamarisk Coalition will coordinate partnership activities, implementation and maintenance planning, fundraising, science and monitoring, enhancing public understanding and appreciation for riparian restoration, and sharing lessons learned with other watershed partnerships and practitioners.
- Rocky Mountain Bird Observatory will assist the DRRP in seeking 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.
- The Walton Family Foundation will continue to explore resource needs with the DRRP.
- Western Colorado Conservation Corps and the Four Corners School of Outdoor Education Canyon Country Youth Corps will assist with fundraising and provide on-the-ground training and restoration opportunities for youth and young adults during the monitoring and maintenance phase.
- The Dolores River Boating Advocates will work with DRRP to enhance river-side campsites and riparian habitat.
- Gateway Canyons Resort (Resort) will continue working with DRRP to restore Resort riparian lands in and around Gateway, CO and to maintain the Resort interpretive trail.
- The Paradox Valley Charter School will continue to work with the DRRP to coordinate outdoor educational opportunities.

### **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 science and other forms of germane knowledge, best applicable technology or human resource, and within the guidelines that may have been given by the funding agency or granting foundation.

The DRRP will meet at least on an annual basis to review the implementation of the DRRP Transition Plan for M&M, discuss challenges and successes, and make major decisions (e.g. amending the Transition Plan).

### **Article 8. Subcommittees**

The following sub-committees have been established to help meet DRRP goals. Per the DRRP management goal, which encourages increasing effectiveness through incorporation of lessons learned, the configuration of these sub-committees may evolve during the M&M period.

- The Implementation Subcommittee conducts collective planning and problem-solving as well as provides technical assistance to practitioners working on-the-ground to implement

restoration projects on public and private lands along the Dolores River. Meeting annually to share lessons learned from the field, the subcommittee develops site-specific plans to guide future implementation and maintenance work and periodically recruits external expertise (e.g. through presentations, site visits, & workshops) to enhance collective knowledge.

- The Science and Monitoring Subcommittee collects, assesses, and disseminates monitoring data to inform future restoration work, determine progress towards shared goals, and evaluate the effectiveness of restoration methods.
- The Funding Subcommittee strategically pursues funding options to enhance and leverage resources for supporting partnership activities. Fundraising will include applying for grants, renewing the Bureau of Land Management (BLM) Assistance Agreement, and working with the Core Team to develop long-term funding sources comprised of multiple funding inputs.
- The Outreach and Education Subcommittee raises awareness and fosters buy-in, stewardship, and support for DRRP efforts by developing and carrying out volunteer projects, educational materials, and targeted communications.

The Core Team is the entrusted body between the larger partnership and subcommittees. The Core Team fosters cross-subcommittee coordination, takes direction from and provides guidance to the partnership, and develops agendas for partnership meetings. The Core Team will guide how long-term funding sources are developed and be responsible for the management of those sources.

#### **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 with 30 days' written notice.

#### **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.

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**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**

**Authorized Representations** – By signature below, the Parties certify that the individuals listed in Attachment 2 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.)

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<b>Organization</b>	<b>Representative</b>	<b>Signature</b>	<b>Date</b>
The Nature Conservancy			
Tamarisk Coalition			
Bureau of Land Management Tres Rios Field Office			
Bureau of Land Management Uncompahgre Field Office			
Bureau of Land Management Grand Junction Field Office			
Bureau of Land Management Moab Field			

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Office			
Bureau of Land Management Colorado Southwest District			
Bureau of Land Management Colorado Northwest District			
Bureau of Land Management Utah Canyon Country District			
Bureau of Reclamation			
Department of Energy			
Walton Family Foundation			



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Colorado County of Dolores			
Colorado County of San Miguel			
Colorado County of Montrose			
Colorado County of Mesa			
Utah County of Grand			
Natural Resources Conservation Service - CO			
Colorado Parks and Wildlife			
Colorado			

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Department of Agriculture Palisade Insectary			
Utah Division of Wildlife Resources			
Colorado Department of Transportation			
Rocky Mountain Bird Observatory			
Four Corners School of Outdoor Education Canyon Country Youth Corps			
Conservation Legacy's Southwest Conservation Corps			
Western Colorado Conservation Corps			
US Fish and Wildlife Service – Partners for			

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Fish and Wildlife, Region 6			
University of Utah Rio Mesa Center			
Gateway Canyons Resort			
Dolores River Boating Advocates			
Paradox Valley Charter School			