

MEMORANDUM OF UNDERSTANDING

To:

Protect, restore, and maintain native river corridor habitat in Mesa & Delta counties through the development of community partnerships

This Memorandum of Understanding (MOU) is made and entered into by the following parties:

City of Fruita, City of Grand Junction, Clifton Sanitation District, Colorado Canyons Association, Colorado Parks and Wildlife (CPW), Colorado Riverfront Commission (CRC), Colorado State University Extension (CSU Extension), Delta County, Grand Valley Audubon Society (GVAS), Mesa County, Natural Resources Conservation Service (NRCS), River Restoration Adventures for Tomorrow (RRAFT), Southwest Chapter River Management Society, Tamarisk Coalition (TC), Town of Palisade, US Bureau of Reclamation (USBR), US Fish & Wildlife Service (USFWS), Water Center at Colorado Mesa University, Western Colorado Conservation Corps (WCCC), Western Colorado Landscape Collaborative (WCLC), Western Colorado Wildlife Habitat Association (WCWHA), Western Slope Conservation Center (WSCC), and other interested parties.

[Space intentionally blank to list additional partners]

I. Background & Objective

The mission of the Desert Rivers Collaborative (DRC or “Collaborative”) is to protect, restore, and maintain native river corridor habitat in Mesa and Delta Counties through the development of community partnerships. The Collaborative will focus on the Colorado River from the eastern boundary of Mesa County, west to the Utah border; the group will also encompass the Gunnison River from the city of Delta to the river’s confluence with the Colorado River in Grand Junction.

Over the last several years, stakeholders in Mesa and Delta Counties, including local communities, state and federal agencies, and non-profits, have been undertaking measures to improve lowland riparian areas. While many of these efforts have proven successful, all parties recognize that the challenge of restoring areas impacted by non-native plant species can be more easily met through a coordinated, comprehensive effort that draws upon local and regional skills and expertise.

Riparian habitat along many western Colorado rivers, including the Colorado and Gunnison Rivers, has been degraded by several factors, including colonization by invasive plant species, including tamarisk, Russian olive, Siberian elm, and other herbaceous species. Along many stretches of rivers, native plant communities have become displaced or are poorly developed in the advent of non-native plant establishment. Exotic plant infestations often diminish fish and wildlife habitat, decrease water resources, negatively impact recreational use and experiences, and increase wildfire hazards. Although native trees in riparian areas can use more or less the same amount of water, they do not grow as densely as tamarisk and Russian olive. Further, these non-native trees spread beyond the riparian floodplain into zones typically dominated by xeric vegetation.

II. Authority

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

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. 742 a-j), as amended.

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

Mesa County may enter into this MOU under Colorado Revised Statutes 29-1-203 (2010).

III. Statement of Mutual Benefits

It is the intent of the Parties to work together to develop and implement a comprehensive approach to:

1. Prioritize sites to determine where restoration could confer the greatest long-term cost benefit through the control of non-natives or water quality improvement projects;
2. Control tamarisk, Russian olive, and other invasive species that directly impact riparian areas;
3. Re-vegetate impacted areas with appropriate vegetation;
4. Monitor outcomes;
5. Identify long-term maintenance strategies;
6. Determine data gaps, if any, in water quality monitoring;
7. Structure educational efforts, conduct outreach and education meetings, workshops, and demonstrations to engage private landowners, partners, and funding sources;
8. Identify research needs;
9. Identify potential funding opportunities, help secure funding to support partnership activities;
10. Complete work in a coordinated manner that maximizes resource sharing and information exchange

The Collaborative operates on the following principles:

1. Collaborative is inclusive; participation is voluntary
2. Landowner goals are respected and supported; expectations for landowners and land managers should be clearly outlined
3. Information sharing and maximization of resources is of priority
4. Outreach and community awareness should be fostered and promoted
5. Projects should be implemented based on a prioritization scheme that promote a high return on invested funds

By signing Parties agree to collaborate to provide information and expertise, develop objective and acceptable strategies to meet the objectives of the Collaborative, and share knowledge of best management practices.

Nothing in this MOU shall obligate the signatory or their agencies, communities, and organizations to obligate or transfer funds. The partnership does not pre-empt, override, or dictate management on any federal, state, local governments, or private lands, nor does it have the power to alter existing public

land management prescriptions of the area. Changes in land management prescriptions are subject to federal, state, and local land use planning, policy, and decision making procedures.

IV. Roles & Responsibilities

A. All Signatories will:

- Support the goals and objectives of the DRC as set forth in this MOU and any future plans, as drafted by the Collaborative
- Work to increase awareness and support for DRC's objectives (e.g., letter of endorsement, funding proposals, participation in media activities, public support via print and digital marketing materials, etc.);
- Secure support of DRC through any public media or other education/outreach efforts;
- Allow use of in the individual partners' logo on DRC printed and web materials as allowed in the policies and procedures of each partner
- Participate in regularly scheduled meetings of the DRC and associated committees that may be formed
- Share expertise, lessons learned, and wherever appropriate, resources. Equipment will be the property of individual members, rather than having DRC own equipment; and
- Hold sensitive and/or proprietary information in confidence.

Individual partners can continue to fundraise independently, but will regularly share with the Collective information about independent fundraising efforts that relate to DRC goals and objectives.

B. Below are listed all signatories to the MOU; in some cases specific roles are discussed:

- City of Fruita can provide:
 - Support as a Collaborative partner with the application for grant funding from state and Federal sources to the extent possible.
- City of Grand Junction can provide:
 - Project management/oversight assistance where applicable and appropriate; and
 - Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- Clifton Sanitation District can provide:
 - Support as a collaborative partner with the application for grant funding from State and Federal sources to the extent possible.
- Colorado Canyons Association can support:
 - Current efforts and assist in securing future capacity for restoring and protecting the Gunnison and Colorado Rivers with a focus on areas within McInnis Canyons, Dominguez-Escalante and Gunnison Gorge National Conservation Areas
- Colorado Parks and Wildlife (CPW)
- Colorado Riverfront Commission(CRC)
- Colorado State University Extension (CSU Extension) can:
 - Help formulate and produce deliverables such as fact sheets, webinars, press releases
 - Provide for site visits to help landowners design a management 'plan' (identify resource, make plan, recommend prescriptions, help with revegetation design, etc.)
 - Promote the program through variety of outlets including mail lists, press, etc.

- Provide additional technical expertise to help guide landowners through projects
- Delta County
- Grand Valley Audubon Society (GVAS)
- Mesa County can provide:
 - Assistance with private land access issues;
 - Training for weed identification and pesticide safety, selection, calibration and application for Collaborative participants;
 - Project management/oversight assistance where applicable and appropriate; and
 - Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- Natural Resources Conservation Service (NRCS)
- River Restoration Adventures for Tomorrow (RRAFT)
 - Providing rafts and volunteers to work on ecological restoration efforts on remote stretches of the affected rivers (incl: invasive species control, planting, trash clean-up, campsite maintenance);
 - Providing rafts and volunteers to help support monitoring efforts along larger sections of the riparian corridors;
 - Working with DRC members to develop on-river education lessons for local schools (these curriculum plans can be executed in the classroom and on the river);
 - Working with DRC members to plan and carry out education, assessment, and fundraiser floats with donors, partners, and community groups
- Southwest Chapter River Management Society
- Tamarisk Coalition will provide:
 - Facilitation, planning, coordination, and documentation for the partnership.
 - Technical assistance as appropriate to implement restoration strategies and assess control technologies.
 - Coordination to conduct various training events with relevance to the Collaborative.
- Town of Palisade can provide:
 - A template for bank revetment and subsequent re-vegetation;
 - Training for monitoring well installation for collaborative participants; and
 - Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- US Bureau of Reclamation (USBR)
- US Fish & Wildlife Service (USFWS) can:
 - Provide technical assistance with Endangered Species Act issues
 - Provide technical assistance with private land projects
 - Provide technical assistance with fish and wildlife habitat improvement projects
- Water Center at Colorado Mesa University (CMU)
 - Can provide support in networking, outreach, education and dialogue
 - Can act as a liaison to CMU for any potential faculty and student collaborations
- Western Colorado Conservation Corps (WCCC) can provide:
 - Labor to accomplish goals of the Collaborative
- Western Colorado Landscape Collaborative
- Western Colorado Wildlife Habitat Association (WCWHA)
- Western Slope Conservation Center (WSCC) can provide:
 - Water monitoring assistance
 - Education and outreach

- Assistance with river restoration projects
- Knowledge of Gunnison Basin issues

V. Decision Making/Allocation of Resources

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

A quorum constitutes a minimum of five partner organizations. Partners will be informed of meetings to discuss funding decisions via email; voting can be done via email, or through proxy representation.

The Collaborative will meet on a quarterly basis to review projects and progress towards goals.

VI. Term of Agreement

This MOU shall take effect on the date of final signature and shall be in 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. Any partners may join at any time by signing this MOU.

VII. Termination

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The MOU continues in full force and effect between all remaining parties.

VIII. Required Clauses

Civil Rights—During the performance of this MOU, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants 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.

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

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 publication or interpretation of the 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.

Non-Fund Obligor Document--This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement of contributions of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such

cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

Responsibilities of Parties—Cooperating parties and their respective agencies will handle their own activities and utilize their own resources, including the expenditures of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

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 a party against the United States, its agencies, its officers, or any person.

IX. Signatures

Authorized Representatives—By signature below, the cooperating parties certify that the individuals listed in this document, as representatives of the cooperators, and are authorized to act in their respective areas for matters related to this instrument.

X. Principal Contacts

The principal contact for this instrument is:

Stacy Beaugh
Tamarisk Coalition
PO Box 1907
Grand Junction, CO

970.256.7400
sbeaugh@tamariskcoalition.org

XI. Non-Binding Intent

It is clearly understood by the Partners that this MOU sets forth an agreement in principle only, is not binding on the parties hereto, may not be relied upon as the basis for an agreement by estoppels, and that no party shall be bound except through their specific project grant agreements. The Partners further understand and acknowledge that the Partners' guiding boards, commissions and councils must approve any specific project, work plan, funding agreement and/or budget, etc.

In no event shall the term "Partners" OR "Partnership" mean a legal partnership, created or implied.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the dates set forth below.



City of Fruita
Printed Name: LORI BUCIC
Title: MAYOR

10-17-13
Date



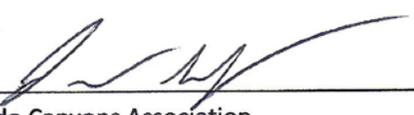
City of Grand Junction
Printed Name: Sam Susuras
Title: Mayor

9/20/2013
Date



Clifton Sanitation
Printed Name: Brian Woods
Title: manager

7/18/13
Date



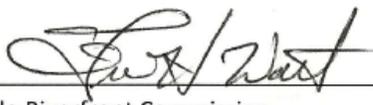
Colorado Canyons Association
Printed Name: Joe Neuhof
Title: Executive Director

7-19-2013
Date



Colorado Parks and Wildlife
Printed Name: J. Romatzke
Title: Area Wildlife Manager

8-26-13
Date



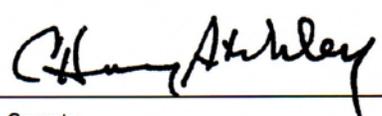
Colorado Riverfront Commission
Printed Name: Frank H. Watt
Title: Co-Chair, Riverfront Commission

9-17-2013
Date



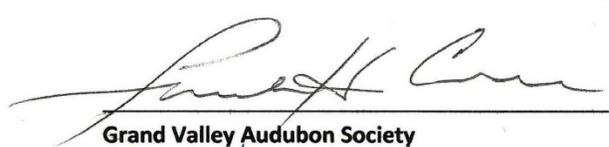
Colorado State University Extension
Printed Name: JOHN RIZZA
Title: WESTERN REGION SMALL ACREAGE MANAGEMENT SPECIALIST

8/6/13
Date



Delta County
Printed Name: C. Doug Atchley
Title: CHAIR, DELTA BOARD of County Commissioners

10/1/13
Date



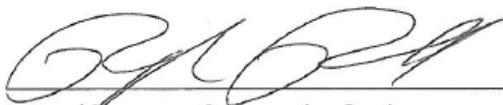
Grand Valley Audubon Society
Printed Name: Frank Coons
Title: President

5/17/16
Date



Mesa County
Printed Name: Steve Acquafresca
Title: Chair, Board of County Commissioners

8.12.2013
Date



Natural Resources Conservation Service
Printed Name: RANDOLPH RANDALL
Title: ACTING STC

23 JUL 2013
Date



River Restoration Adventures for Tomorrow
Printed Name: Dan Omasta
Title: Co-Founder

11/7/2014
Date

Robyn L. Ceurvorst

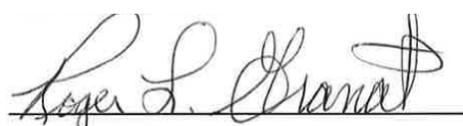
Southwest Chapter River Management Society
Printed Name: Robyn Ceurvorst
Title: Southwest Chapter RMS President

08-20-2013
Date



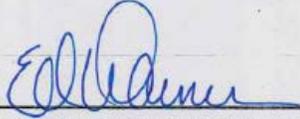
Tamarisk Coalition
Printed Name: Stacy Beagh
Title: Executive Director

7/22/2013
Date



Town of Palisade
Printed Name: Roger Granat
Title: Mayor of Palisade

8/7/2013
Date



United States Bureau of Reclamation
Printed Name: Ed Warner
Title: Area Manager, U.S. Bureau of Reclamation

11-19-15
Date



United States Fish and Wildlife Service
Printed Name: Patty Gelatt
Title: Western Colorado Supervisor, Ecological Services

8/8/13
Date



United States Fish and Wildlife Service – Partners for Fish and Wildlife
Printed Name: Bill Noonan
Title: Coordinator, Colorado Partners for Fish and Wildlife Program

8-8-2013
Date



Water Center at Colorado Mesa University
Printed Name: Gigi Richard
Title: Faculty Director

9/5/2013
Date



Western Colorado Conservation Corps
Printed Name: Trevor Wickersham
Title: Director, Western Colorado Conservation Corps

7/16/2013
Date



Western Colorado Landscape Collaborative
Printed Name: Jim Ventrello
Title: President

7/18/2013
Date



Western Colorado Wildlife Habitat Association
Printed Name: Charlie Shannon
Title: *Manager*

09/30/13
Date



Western Slope Conservation Center
Printed Name: Sarah Sauter
Title: Executive Director

6/19/2014
Date