

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 (“Parties”):

City of Fruita, City of Grand Junction, Clifton Sanitation District, Colorado Canyons Association, Colorado Department of Agriculture Palisade Insectary, Colorado Parks and Wildlife (CPW), Colorado State University Extension (CSU Extension), Colorado West Land Trust, Delta County, Eureka! McConnel Science Museum, Grand Valley Audubon Society (GVAS), Grand Valley River Corridor Initiative, Mesa Conservation District, Mesa County, Natural Resources Conservation Service (NRCS), One Riverfront (ORF), Southwest Chapter River Management Society, RiversEdge West, Ruth Powell Hutchins Water Center at Colorado Mesa University, Town of Palisade, Two Rivers Wildfire Coalition, US Bureau of Land Management (BLM), US Bureau of Reclamation (USBR), US Fish & Wildlife Service (USFWS), 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 parties]

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 DRC’s geographic focus area is the Colorado River and its associated tributaries from the eastern boundary of Mesa County, CO west to the Utah border, and the Gunnison River and its associated tributaries from the city of Delta, CO to the river’s confluence with the Colorado River in Grand Junction, CO.

The DRC was established in 2012 to serve as a coordinated platform to conduct riparian restoration and address invasive non-native plant species impacts. Stakeholders include state and federal agencies, municipal governments, private landowners, interested residents, and non-profit organizations. 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 the Colorado and Gunnison rivers, like along many other western rivers, has been degraded by several factors, including colonization by invasive plant species. Principal invasive plant species of concern to the DRC are tamarisk (*Tamarix sp*), Russian olive (*Elaeagnus angustifolia*), Siberian elm (*Ulmus pumila*), and other herbaceous species. Along many stretches of the rivers, native plant communities have become displaced, are poorly developed, or are at-risk due to non-native plant establishment. Invasive non-native plant infestations often diminish fish and wildlife habitat, decrease water resources, impede recreational use, negatively impact agricultural production, and increase

wildfire hazards. Although native trees in riparian areas can use a similar 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.

The objectives of the DRC are to:

- Encourage and support collaborative riparian restoration efforts for the benefit of overall river health, improved local communities, and enhanced opportunities for recreation, education, and economic benefit.
- Provide a platform for partners to better leverage resources and improve ecological conditions at a landscape scale.
- Share information, lessons learned, and resources, to the extent that partners are comfortable, to improve restoration outcomes.

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, 590q).

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, water quality improvement projects, or other associated restoration techniques;
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. Structure educational efforts, conduct outreach and education meetings, workshops, and demonstrations to engage private landowners, partners, and funding sources;
7. Identify research needs;
8. Identify potential funding opportunities, help secure funding to support partnership activities;
9. 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 a priority
4. Outreach and community awareness should be fostered and promoted
5. Projects should be implemented based on a prioritization scheme that promotes 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

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 individual parties' logo on DRC printed and web materials as allowed in the policies and procedures of each party;
- 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 parties can continue to fundraise independently but will regularly share with the Collaborative information about independent fundraising efforts that relate to DRC goals and objectives.

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 public and private sources to the extent possible.
- City of Grand Junction can provide:
 - Project management/oversight assistance where applicable and appropriate;
 - 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 provide:
 - Support in Collaborative 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) can provide:
 - Space to store shared DRC assets.
- Colorado State University Extension (CSU Extension) can provide:
 - Assistance in formulating and producing deliverables such as fact sheets, webinars, press releases;
 - Provide site visits to help landowners design a management 'plan' (identify resource, make a plan, recommend prescriptions, help with revegetation design, etc.);
 - Promote the program through a variety of outlets including mail lists, press, etc.;
 - Provide additional technical expertise to help guide landowners through projects.
- Colorado West Land Trust can provide:
 - Coordination in the inclusion of permanently conserved, private properties in Collaborative objectives;
 - Support in funding acquisition efforts such as providing letters of support and collaborative grant development;
 - Assistance in hosting meetings.
- Delta County can provide:
 - Assistance with access to private land;
 - Collaboration in grant funding;
 - Identification of treatment areas.
- 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;
 - Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- One Riverfront (ORF) can provide:
 - Media and other outreach on behalf of the Collaborative;
 - Support in funding acquisition efforts of the Collaborative.
- RiversEdge West can 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.
- Ruth Powell Hutchins Water Center at Colorado Mesa University (CMU) can provide:
 - Support in networking, outreach, education and dialogue;
 - Act as a liaison to CMU for any potential faculty and student collaborations.
- Town of Palisade can provide:
 - A template for bank revetment and subsequent re-vegetation;
 - Training for monitoring well installation for collaborative participants;

- 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 Land Management (BLM) can provide:
 - Funding for the BLM/RiversEdge West partner position.
- US Fish & Wildlife Service (USFWS) can provide:
 - Technical assistance with Endangered Species Act issues;
 - Technical assistance with private land projects;
 - Technical assistance with fish and wildlife habitat improvement projects.
- Western Colorado Conservation Corps (WCCC) can provide:
 - Labor to accomplish goals of the Collaborative;
 - Non-traditional models (Strike Team and Monitoring Team) to accomplish goals.
- 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 consensus 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.

The Collaborative will meet on a biannual 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.

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, national origin, disabilities, religion, age or sex (including sexual orientation and gender identity). The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, national origin, disabilities, religion, age or sex (including sexual orientation and gender identity).

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 Obligating 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.

Anti-deficiency Act- Nothing in this Agreement shall be construed as requiring a Party to expend funds in violation of the Federal Anti-deficiency Act codified at 31 U.S.C. § 1341

Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Entities- By entering into this agreement, corporate entities acknowledge: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

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: Joe Leonhard

RiversEdge West
PO Box 1907
Grand Junction, CO

970.256.7400

Jleonhard@riversedgewest.org

XI. Non-Binding Intent

It is clearly understood by the Parties 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 Parties further understand and acknowledge that the Parties' 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:

Title:

City of Grand Junction

Printed Name:

Title:

Clifton Sanitation District

Printed Name:

Title:

Colorado Canyons Association

Printed Name:

Title:

Colorado Department of Agriculture Palisade Insectary

Printed Name:

Title:

Colorado Parks and Wildlife

Printed Name:

Title:

Colorado State University Extension

Printed Name:

Title:

Colorado West Land Trust

Printed Name:

Title:

Delta County

Printed Name:

Title:

Eureka! McConnel Science Museum

Printed Name:

Title:

Grand Valley Audubon Society

Printed Name:

Title:

Grand Valley River Corridor Initiative

Printed Name:

Title:

Mesa Conservation District

Printed Name:

Title:

Mesa County

Printed Name:

Title:

Natural Resources Conservation Service

Printed Name:

Title:

One Riverfront

Printed Name:

Title:

River Management Society Southwest Chapter

Printed Name:

Title:

RiversEdge West

Printed Name:

Title:

Ruth Powell Hutchins Water Center at Colorado Mesa University

Printed Name:

Title:

Town of Palisade

Printed Name:

Title:

Two Rivers Wildfire Coalition

Printed Name:

Title:

US Bureau of Land Management

Printed Name:

Title:

US Bureau of Reclamation

Printed Name:

Title:

US Fish & Wildlife Service

Printed Name:

Title:

Western Colorado Conservation Corps

Printed Name:

Title:

Western Slope Conservation Center

Printed Name:

Title: