

## MEMORANDUM OF UNDERSTANDING

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

Bureau of Land Management White River Field Office; Bureau of Land Management Vernal Field Office; Canyon Country Discovery Center; Colorado Parks and Wildlife; Rio Blanco County, Colorado; RiversEdge West; State of Utah School and Institutional Trust Lands Administration; Town of Meeker, Colorado; Town of Rangely, Colorado; TriCounty Health Department; Uintah County, Utah; Utah Conservation Corps; Utah Division of Wildlife Resources; Utah State University; Western Colorado Conservation Corps; White River Alliance

### I. Background & Objective

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The White River Partnership (WRP) consists of a collection of private and public entities working together to develop and implement a comprehensive approach toward the conservation of a healthy riparian ecosystem for the White River and tributaries in both Colorado and Utah.

In 2016, the WRP (the Partnership) held its first official stakeholder meeting to initiate increased communication and information sharing between local and regional entities already working on natural resource related issues along the White River in Utah and Colorado. At this meeting, an informal survey was conducted to better assess the needs of attendees to help conduct their work more effectively, and the level of interest among attendees in developing a formal partnership to further facilitate the sharing of resources and information. Attendees agreed that formalizing the Partnership would be advantageous to all and that could be achieved by formalizing the Partnership in a Memorandum of Understanding (MOU). This document codifies the formation of a partnership to address riparian resource challenges: The White River Partnership.

In Utah, lands directly adjacent to the White River are predominantly federal public lands managed by the Bureau of Land Management (BLM). Tribal lands also comprise a significant portion of land ownership in Utah along the White River. There are some state trust lands managed by the School and Institutional Trust Lands Administration (SITLA), and some small pockets of privately-owned lands. The whole of the White River in Utah is contained in Uintah County. In Colorado, lands adjacent to the White River are predominantly privately owned, with small pockets of BLM lands. The Towns of Rangely and Meeker also own a small portion of land along the White River, and some lands are managed by Colorado Parks and Wildlife. While most of the White River watershed in Colorado is in Rio Blanco County, a small portion of the headwaters occur in Garfield County.

Riparian ecological health affects substantial portions of the landscape, both natural and developed resources. Of primary concern along the White River corridor are the significant infestations of the woody

invasive species Russian olive (*Elaeagnus angustifolia*) and to a lesser extent tamarisk (*Tamarisk* spp.) because of their negative impacts on plant and wildlife diversity, wildlife and stream habitats, wildland fire fuels accumulation and hazard, and recreational and cultural use of the river. Significant infestations of secondary, non-woody invasive species in the understory such as Russian knapweed (*Acroptilon repens*) are of concern for similar reasons. All three of these aggressive invaders are listed on the State of Colorado Noxious Weed List. Tamarisk and Russian knapweed are listed on the State of Utah Noxious Weed List, and all three noxious weed species are required to be controlled by law in Uintah County, Utah. MOU signatories agree that controlling these woody invasive species, and restoring native vegetation communities on White River riparian lands is of utmost importance. A primary goal of this Partnership is to work to control these invasive plant species (and other invasive species of concern) along stretches of the White River corridor most significantly impacted by them, and, through passive and active revegetation and other improvements, improve riparian ecological health for cultural, economic, environmental, and social benefit. Secondary goals include related conservation objectives such as improved habitat for special status (listed) fish, birds, and other species as well as other non-listed species.

The Partnership operates on the following principles:

1. Participation is voluntary.
2. Privacy is respected; if a Party or organization shares information to enhance other Party's restoration efforts but asks that information not be shared publicly this request will be respected; similarly, if a Party does not feel comfortable sharing certain information with other partners that will also be respected. This requirement is subject to applicable law, including but not limited to the Utah Government Records and Access Management Act and the Freedom of Information Act.
3. Individual Party's goals are respected and supported; in some cases these may differ from overall Partnership goals.
4. Information sharing and maximization of resources is high priority.
5. Partnership will respect local laws, customs, cultures, and private property rights.
6. Share successes with other partners and potential partners.

## II. Authority

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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 School and Institutional Trust Lands Administration may enter into this MOU as a joint planning effort authorized by the School and Institutional Trust Lands Management Act, § 53C-1-302(1) and Utah Administrative Code R850-100-300.

The Utah Division of Wildlife Resources may enter into this MOU under the authority contained in Title 23 Chapter 22 Utah Code “Cooperative and Reciprocal Agreements” and Utah Administrative Code R657.

Non-profit organizations, private companies, individuals, 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.

### III. Statement of Mutual Benefits

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It is the intent of the Parties to establish a Partnership to work together to develop and implement a comprehensive approach for conserving, improving, and creating a healthy riparian ecosystem along the White River that meets the ecological, cultural, socio-economic, and management goals (*See Appendix A for Partnership Goals*) of the Partnership through:

1. Commitment to Meeting Restoration Goals/Objectives and Maintaining Investment – Ensuring that ongoing consistent active treatment of sites continue until restoration goals/objectives are met so that resources/efforts are not wasted. Once sites satisfy the goals/objectives those sites will be ‘graduated’ to treatment under Maintenance Plan (see below)
  - Short-Term Maintenance of Restoration Goals/Objectives – (Once restoration goals are met) Planning and budgeting for short term (3-5 years) oversight and maintenance of restoration efforts (e.g., replanting or reseeding of unsuccessful active revegetation efforts, any remaining invasive follow-up treatment of previous or new infestations) to ensure restoration goals continue to be met. This phase generally requires more resources than Long-Term Maintenance, below.
  - Long-Term Sustainability/Maintenance of Restoration Goals/Objectives – (5 years+) Planning and budgeting for long term oversight and maintenance of restoration sites to ensure restoration goals continue to be met. Ideally most sites will be able to self-sustain riparian health; realistically some sites will continue to experience disturbance and will require continued frequent or infrequent maintenance efforts to ensure protection of restoration investment.
2. Education and Outreach – Conducting training workshops and connecting partners with experts and resources to enhance success of restoration efforts; sharing Partnership successes and lessons learned with each other (and larger restoration community, landowners, and public to extent Partnership feels comfortable).
3. Funding – Working together to identify funding opportunities and secure funding to support Partnership activities; partnering on funding applications when appropriate.
4. Communication, Coordination, and Resource Sharing – Conducting Partnership meetings, sharing opportunities and information through a common mass email, and otherwise encouraging partner-to-partner resource and information sharing to benefit restoration efforts; conducting work in a coordinated manner that maximizes resource sharing and information exchange; working together to track progress towards meeting Partnership goals.

#### IV. Decision Making/Allocation of Resources

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Decisions on where and how to fund multi-partner projects, whether from private or public sources, will be made using best available knowledge of sites, best applicable technology or human resource, and within the guidelines that may have been given by funding agency or granting foundation.

The Partnership can invite participation to serve as an advisory role. This may include participation from the Colorado Water Conservation Board, Natural Resources Conservation Service, White River and Douglas Creek Conservation Districts, and/or other entities. The advisory role to the Partnership may provide technical, research, and policy information to help the Partnership achieve its stated goals.

#### V. Term of Agreement

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This MOU shall take effect on the date of 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.

#### VI. Termination

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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. The MOU would still continue in full force and effect between all remaining Parties.

#### VII. Required Clauses

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##### **Civil Rights**

During the performance of this MOU, the Parties will not discriminate against any person because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disabilities, veteran status, or genetic information. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disabilities, veteran status, or genetic information.

##### **Non-Fund Obligating Document**

This MOU 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 MOU 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. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

#### **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 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 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.

VIII. Party Contacts

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Contact information for each Party will be maintained by the Partnership, and will be updated and revised annually.

IX. Signatures

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**Authorized Representatives**

By signature below, the Parties certify that the individuals listed in this document as representatives of the Parties, are authorized to act in their respective areas for matters related to this MOU.

**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, and that no Party shall be bound except through their specific project grant agreements.

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

By signing Parties agree to work together to develop and implement a comprehensive approach for conserving, improving and creating a healthy riparian ecosystem along the White River that meets the ecological, cultural, social, management, and economic goals of the Partnership as well as adhere to the above principles.

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.

**In witness hereof, the Parties hereto have executed this MOU on the dates set forth below.**

<b>Organization</b>	<b>Representative</b>	<b>Signature</b>	<b>Date</b>
State of Utah School and Institutional Trust Lands Administration	Michelle E. McConkie, Assistant Director		

Organization	Representative	Signature	Date
Bureau of Land Management White River Field Office			
Bureau of Land Management Vernal Field Office			
Rio Blanco County, Colorado			
Town of Rangely, Colorado			
Uintah County, Utah			
Utah State University			
Utah State University, on behalf of Utah Conservation Corps			

Organization	Representative	Signature	Date
RiversEdge West	Rusty Lloyd, Executive Director		
Town of Meeker	Kent A. Borchard, Mayor		
Colorado Parks and Wildlife			
TriCounty Health			
Canyon Country Discovery Center			
Western Colorado Conservation Corps	Jeff Roberts, Director		



<b>Organization</b>	<b>Representative</b>	<b>Signature</b>	<b>Date</b>
White River Alliance			
State of Utah, Division of Wildlife Resources			

X. Appendices

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A. List of Partnership Goals and Objectives

It is the intent of the Parties to work together to develop and implement a comprehensive approach for conserving, improving and creating a healthy riparian ecosystem along the White River that meets the ecological, cultural, social, management, and economic goals of the Partnership. These overarching goals of the Partnership are the following:

<b>Goal</b>	<b>Objective</b>
<p>Ecological/Geomorphic:</p> <p>A healthy White River with a functioning riparian area and in-stream habitat characterized by a resilient community of native and/or desirable vegetation that supports wildlife and fish habitat needs.</p>	<p>To implement a coordinated restoration program on public and private land that manages invasive plant removal, native revegetation, and fish and wildlife habitat restoration work.</p> <p>Restore natural riverine processes in areas where the human infrastructure will not be negatively impacted.</p>
<p>Social:</p> <p>A restoration program along the White River that educates youth and the local community about natural resource management and provides opportunities for employment and career advancement in related fields.</p>	<p>To employ and train youth and young adult conservation corps members in the restoration and maintenance of the White River</p> <p>Work with and engage local landowners and community members</p> <p>Offer volunteer opportunities for the local community.</p> <p>To cultivate a community of local river stewards (e.g. K-12, youth, local residents, BLM, and businesses) through education and volunteer programs.</p> <p>To the extent possible, work to mitigate wildfire hazards around human infrastructure.</p>

<p>Cultural:</p> <p>A White River with robust cultural resources and adequate protections in place for these resources.</p>	<p>To develop management protocols along the river that protects cultural resources in cooperation with the Ute Tribe, public land managers, and private landowners.</p> <p>Support traditional, cultural, and historic agricultural uses of the White River and its riparian areas</p>
<p>Management:</p> <p>An established process for ensuring ongoing restoration, maintenance, and stewardship of the river and the sharing of lessons learned with other practitioners.</p>	<p>To establish transparent organizational processes that fairly address all stakeholder interests while also prioritizing implementation actions according to need</p> <p>Facilitate communication between managers and partners</p> <p>Garner support from agency budgets and attract other sources of funding</p> <p>Incorporate adaptive processes so as to improve effectiveness over time and with experience.</p>
<p>Economic:</p> <p>A restored White River that offers opportunities for improved recreation, sustainable agricultural production and ranching, employment for local contractors and youth conservation corps, and is mindful of other local industry's needs.</p>	<p>Improve river access for recreation (e.g. camping, rafting, hiking), hunting, and wildlife viewing (e.g. bird watching) opportunities for locals and visitors.</p> <p>Develop a professional, competitive, and efficient work force by enhancing local contractor capabilities and youth and young-adult conservation corps programs.</p> <p>To increase access and improve habitat through invasive plant removal, which could attract recreation, benefit agricultural producers, aid local industries, and grow the local economy.</p>