

MEMORANDUM OF UNDERSTANDING

Between the
Colorado River Outfitters Association
And
USDI Bureau of Land Management, Colorado State Office
And
Colorado Parks and Wildlife

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the Colorado River Outfitters Association, hereinafter referred to as CROA, the USDI Bureau of Land Management, Colorado State Office hereinafter referred to as BLM and Colorado Parks and Wildlife hereinafter referred to as Parks and Wildlife. Collectively all signatories of this MOU will be known as the cooperators.

A. PURPOSE:

The purpose of this MOU is to formalize a cooperative relationship between the aforementioned agencies and organizations for the purpose of improving communications particularly in the area of river management and cooperating in offering outstanding recreation opportunities to the public, reducing or eliminating the impacts of recreation on other resources, managing for visitor safety and promoting partnerships with the public to ensure good stewardship of our public lands.

B. OBJECTIVE:

The objective of this MOU is to develop educational materials, training programs and and project work to benefit resource values and river recreation management in Colorado. Educational materials could include such topics as land ethics, river etiquette and safety, in various media including brochures, handouts and electronic format. Training programs for BLM & Parks and Wildlife staff, CROA members, volunteers and the general public could be cooperatively conducted through schools, workshops, courses, presentations, instruction and other written, oral or electronic media. On-the-ground projects could include helping with cleanup projects, weed control projects, participating in planning efforts which set the course for how we manage rivers and associated uses, help with implementation of those plans once they are in place and efforts to improve river safety and river rescue.

C. BENEFITS:

The partnership will help enhance a conservation ethic in river recreationists and develop a sense of stewardship in those users while cooperating on the management of Colorado's scenic rivers. The cooperators are dedicated to responsible management of the Nation's natural resources through the involvement of concerned citizen groups.

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OFFICE OF THE ATTORNEY GENERAL

The activities to be undertaken thru this agreement are in furtherance of the missions of BLM, Parks and Wildlife, and the CROA by providing the following benefits:

1. Educating users about care of our rivers and proper river etiquette;
2. Reducing conflicts between boaters and other recreationists;
3. Reducing conflicts between boaters and adjacent landowners;
4. Maintaining a healthy river environment suitable for a variety of recreational uses;
5. Participating in planning efforts, which set the course for resource management;
6. Implementation of those plans once written; and
7. Improving river safety and river rescue capabilities.

D. CROA agrees to work cooperatively with BLM and Parks and Wildlife to:

1. Improve communication between cooperators by periodic meetings, joint trainings and improving daily working relationships.
2. Identify the need and key messages for educational materials, assist in developing and distributing them to river users.
3. Identify and facilitate opportunities to improve river management on public lands.
4. Educate CROA members and clubs about the BLM/Parks and Wildlife partnerships and encourage them to collaborate with agency staff to identify opportunities for cooperation on mutually beneficial projects or activities.
5. Encourage their members to actively participate in BLM/Parks and Wildlife planning efforts that affect river resources to ensure their perspective is heard and understood.
6. Assist in planning, coordination and execution of resource management projects.

E. The BLM and Parks and Wildlife agree to work cooperatively with CROA to:

1. Improve communication between cooperators by periodic meetings, joint trainings and improving daily working relationships.
2. Identify the need for educational materials and programs, review key messages and support the development and distribution of this information.
3. Identify, facilitate and support opportunities to improve river management on public lands as plans, budget, staffing and laws allow, using challenge cost share and other authorities.
4. Educate agency staff about CROA partnerships and encourage staff to collaborate with CROA state and local representatives and affiliate organizations to identify opportunities for cooperation on mutually beneficial projects or activities.
5. Encourage river outfitters to work closely with agency staff during planning efforts and make reasonable attempts to publicize active planning projects related to river management through CROA for public scoping.
6. Plan and logistically coordinate projects work for the benefit of rivers and associated resources.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The cooperators will develop an operating plan as part of this MOU that will be reviewed and updated annually. It is the intent of the cooperators to meet twice annually.
2. The cooperators will coordinate and involve volunteers in the management, planning, and implementation of work associated with river recreation management, including signing, condition surveys, Adopt-A-River programs, construction, and maintenance activities.
3. PRINCIPAL CONTACTS. The principal contacts for this Agreement are:

| <u>BLM Principal Contact</u> | <u>BLM State Office Contact</u> | <u>Clorado Parks and Wildlife Contact</u> | <u>CROA Project Contact</u> |
|--|---|---|--|
| Andy Windsor 2815 H Road Grand Junction, CO 81506 970-244-3177 awindsor@blm.gov | Jason Robertson 2850 Youngfield Lakewood, CO 80215 303 239 3731 j2robert@blm.gov | Kris Wahlers 13787 S. HWY 85 Littleton, CO 80125 303 791-1957 kris.wahlers@state.co.us | David Costlow PO Box 1662 Buena Vista, CO 81211 720-260-4135 |

**BLM Management
Team Contact**

Tom Heinlein
Front Range District
Manager
3028 E Main Street
Cañon City, CO
81212-2731
719 269-8599
theinlei@blm.gov

**CROA Executive
Director Contact**

David Costlow
PO Box 1662 Buena Vista,
CO 81211
720-260-4135
dcostlow@croa.org

4. This MOU shall be subject to the laws of the United States and the State of Colorado, and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated; and nothing herein shall be construed as in any way affecting or waiving the jurisdiction, responsibility, or existing rights of any signatory party to this MOU.
5. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
6. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts all the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

7. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Cooperators to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Cooperators will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
8. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Cooperators and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of any of the Cooperators and subsequent written concurrence of the others. Any of the Cooperators may terminate this MOU with a 30 day written notice to the others.
9. RESPONSIBILITIES OF PARTIES. The Cooperators will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner pursuant to this MOU.
10. ESTABLISHMENT OF RESPONSIBILITY. This MOU 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 or Colorado Parks and Wildlife, its agencies, its officers, or any person.
11. In accordance with 18 U.S.C. §§ 431 and 433, no member of Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, unless it is made with a corporation for its general benefit.
12. Endorsements. Nothing in this agreement may be interpreted to imply that the United States, The Department of the Interior, the Bureau of Land Management or Colorado Parks and Wildlife endorses any product service, or policy of the CROA. The CROA will not take any action or make any statement that suggests or implies such an endorsement.
13. The CROA will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer, mention and/or relate to this agreement only including references to the BLM, the Department, or the name or title of any employee of the Department or Colorado Parks and Wildlife in connection with this agreement.

In witness whereof, the parties sign and cause this MOU to be executed.

USDI Bureau of Land Management – Colorado

Helen M Hankins

4-17-13

Helen M. Hankins
State Director

Date

Colorado River Outfitters Association

[Signature]

5/3/13

David Costlow
Executive Director

Date

Colorado Parks and Wildlife

[Signature]

5/28/13

for

Rick Cables
Director

Date