MEMORANDUM OF UNDERSTANDING
Approved August 29, 1997
Amended, Restated and as Approved November 09, 2011
(including input and revisions drafted July 2005 and July 2007)

A NON-BINDING UNDERSTANDING BETWEEN

Original 1997 Legacy Partners: Moffat County (MC); Routt County (RC); Bureau of Land Management (BLM); Colorado Parks and Wildlife (CPW: pka CDOW and CSP); City of Craig (COC); City of Steamboat Springs (COSS); Town of Hayden (TOH – follow-on partner); The Nature Conservancy (TNC); Yampa Valley Land Trust (YVLT); Two (2) Agriculture Representatives (AR – one from Routt County and one from Moffat County); One (1) Business Representative (BR); and One (1) Recreation Representative (RR); with the 2011 Legacy Partner Additions (expanded to incorporate AGO concepts) of: One (1) Youth and Outdoor Education Representative; One (1) Youth and Outdoor Jobs Representative; One (1) Public Lands Representative; and One (1) Yampa River Representative; All of the Above Collectively, The Yampa River System Legacy Partners, Hereinafter the “Partners”.

The Partners would like to continue collaboration of efforts originally initiated in 1995 by executing the following amended and restated non-binding 2011 Memorandum of Understanding (MOU). This amended MOU is drafted to continue to remain positioned for funding from Great Outdoors Colorado (GOCO) and other funding sources while expanding to also be positioned for future funding by incorporating certain concepts and partners from the 2010/2011 America’s Great Outdoor Initiative (AGO).

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

All of the Partners must reside in either Routt County or Moffat County.

Article 1. Appointment of Partners

Individual representatives of the above referenced governmental and non-profit Partners shall be appointed by the associated governing body (and if desired and/or determined necessary by each Partner’s governing body, an alternate) – this includes Moffat County, Routt County, BLM, Colorado Parks and Wildlife, City of Craig, City of Steamboat Springs, Town of Hayden, The Nature Conservancy and Yampa Valley Land Trust (collectively the “Original 1997 Governmental and Non-Profit Legacy Partners”). The
Agricultural, Business, Recreation, Youth and Outdoor Education, Youth and Outdoor Jobs, Public Lands and Yampa River Representatives, along with “alternates” for those positions, if any, shall be appointed by the Original 1997 Governmental and Non-Profit Legacy Partners.

With respect to the BLM, the authorizing authority is the Federal Land Policy and Management Act of 1976 (FLPMA), 43 USC 1737, Sections 307 (a) and 307 (b).

Article 2. Mission, Goals and History

The Partners continue to engage in comprehensive, multi-year, plans and projects that contribute to the “Yampa River System Legacy Partnership” (YRSLP).

The Partners approve and support the following mission statement:

The Yampa River System Legacy Partnership is a voluntary, collaborative, incentive-based project designed to protect and enhance the health of the Yampa River and its tributaries; adjacent agricultural lands and ecosystems; and the wildlife supported by these lands and waters. The YRSLP advances this mission through land conservation activities while providing recreational opportunities compatible with the natural environment of the Yampa Valley. This Legacy mission is closely aligned to and consistent with the recently announced America’s Great Outdoors Initiative and is herein updated and revised to address AGO’s expanded focus on connecting youth to the natural environment through jobs, environmental education and outdoor experiences along with AGO’s focus on river restoration – all of which are more fully described in Article 3 of this MOU.

The Partners recognize the productivity of working together, which to date has enabled accomplishing more than any individual Partner might have accomplished alone. Therefore, the Partners agree to continue its partnership and to continue securing and expending funds to achieve the goals of the Yampa River System Legacy Partnership.

The Partners agree that in order to advance the goals of the YRSLP that it is beneficial for the Partners to meet at least annually, until a point in time when the Partnership is significantly funded, unless otherwise determined by the Partnership. The Partners can agree to call and set the agenda for meetings, which may include the assistance of Administrative Staff (as defined herein).
BRIEF HISTORY

- 1995 – With GOCO’s announcement of funding for Legacy projects and a request for concept papers, a small group of individuals (ultimately from the original YRSLP) convenes to draft the original YRSLP concept paper, which is then submitted to GOCO. Subsequently, YRSLP is selected to move forward with a full Legacy grant proposal (subsequently submitted 1996.03.26).

- 1996 – YRSLP awarded a first-round of Legacy grant funding (~$6+m)

- 1997 – Original YRSLP members draft an MOU, expand the Partnership (to include representatives from the agricultural, business and recreational communities). MOU signed by the Partners 1997.08.29.

- 2005 – The MOU is revisited and redrafted with input from the Partnership (however not signed).

- 2007 – The MOU is revisited and redrafted with input from the Partnership in anticipation of follow-on grant funding from GOCO (second round of Legacy grant funding). Limited grant funding is received however a redrafted MOU was not needed at that time.

- A total of approximately $11m in GOCO grant funding to date (2011) has leveraged over $60m in Legacy projects.

- 2010/2011 – Announcement of AGO by the President and Department of Interior. The Yampa River Basin is identified as one of three AGO priority project areas in the State (joint announcement by DOI/Salazar and Colorado/Hickenlooper).

- 2011 – Announcement of GOCO’s River Corridor Initiative large project grant round. YRSLP submits a concept paper to GOCO (2011.10.14).

- 2011 – The AGO priority areas are narrowed down to two project areas per state and the Yampa River Basin remains as one of two AGO areas within Colorado.

- 2011 – The YRSLP approves this amended and restated MOU at its November 9th meeting.

Article 3. Scope of Work

The YRSLP will function as a forum for its Partners and will assist the Partners in seeking funds and leveraging resources to accomplish the goals of the YRSLP.

The Partners agree that this MOU is intended to reiterate continued commitment to existing YRSLP projects and to establish ongoing commitment to advance the YRSLP mission through future projects. This MOU does not commit any individual member to provide any specific funds or tasks. The Partners intend to negotiate and establish individual projects for which grant agreements between the individual Partner(s) and funder(s) are entered into for those individual projects. This MOU does not prohibit, discourage or constrain the individual Partners from pursuing funding for individual projects outside of this Partnership. The Partnership should at all times consider support for individual Partner projects that meet the mission and intent of the YRSLP.
The major components of the scope of work for the YRSLP, and to which the Partners agree, are as follows:

- Continue to protect wetlands, riparian areas, flood plains, water resources, uplands along with habitat for the diverse and unique species that utilize this area, all of which are a part of our natural legacy and important to the Yampa River watershed, by utilizing voluntary, incentive-based land conservation tools, including conservation easements, which maintain private ownership and management of the land and to include other conservation and restoration projects (such as tamarisk and Russian olive control and eradication).

- Continue to protect riparian areas, wetlands, wildlife habitats, and open spaces along the Yampa River and its tributaries through acquisitions of land from willing sellers and/or donors.

- Continue to promote appropriate recreational use of the Yampa River, its tributaries, and recreational use reservoirs that are available for public access, through consistent management of existing public access; and, where appropriate and when funds are available, develop and manage additional access facilities.

- Continue to integrate public access and conservation on sites which protect the Yampa River and its major tributaries in areas experiencing substantial development pressure and/or intense use.

With the introduction of the 2011 AGO Concepts:

- Continue to address the Legacy goals and mission which are aligned with the AGO Initiative.

- Expand the Legacy mission to incorporate support for the AGO concept of connecting youth and young adults to the natural outdoor environment by supporting programs that provide outdoor jobs along with environmental education opportunities and experiences.

Article 4. Term of MOU

This MOU:

- Represents the entire understanding between the parties and there are no oral or collateral agreements or understandings.

- However separate, reflects a continuation of the Partners' collaborative efforts initiated in 1995, followed with the 1997 Memorandum of Understanding.
• Remains in effect as long as the parties to this MOU are willing to work toward the accomplishment of the goals set forth in this MOU.

Article 5. Partner Termination

The Partners enter into this MOU in a spirit of cooperation to carry out the YRSLP. However, in the case where a Partner is not able to continue its participation for whatever reason, as determined by the Partner, their participation in this MOU may be terminated, with sixty (60) days prior written notice to the others of their intent to terminate. The termination of one Partner does not terminate the MOU with the remaining Partners.

Article 6. Assignment

The Partners shall not assign or delegate their participation in this MOU without the approval of the Partners as documented in the minutes from a regularly scheduled meeting.

Article 7. Additional Partners

Upon agreement of the Partners and with a written amendment of this MOU, other Partners may be added, deleted, or replaced. There may be other “partners”, who are not signatories to the MOU but who will serve in an ad hoc advisory capacity related to specific projects (see list following signatories).

Article 8. Decision Making/Dispute Resolution

Nothing in this MOU will be construed as affecting the authorities of the participants.

A simple majority of the Partners is required for a quorum.

During the term of the MOU decisions will be made by consensus of the Partners in attendance at an official meeting. However, where consensus cannot be reached, Partners may need to move forward on their projects independent of the YRSLP Partners as a whole.

Article 9. Funding and Grant Agreements

It is hereby understood and acknowledged by the Partners that:
• YRSLP and its Partners intend to apply for GOCO Funds and AGO Funds (generally multi-year funding) when they become available to advance the goals of the YRSLP.

• YRSLP and its Partners may apply for other funds when they become available in order to advance the goals of the YRSLP.

• There will be separate contracts (grant agreements), when required, between various Partners relative to specific project implementation and funding requirements.

• It is the responsibility of each Partner to comply with the provisions of any grant agreements related to that Partner's specific project, which may include matching funds, management plans, operations/maintenance plans and reporting obligations.

• A Partner may request support from the Partnership for projects within the scope of the YRSLP.

• Each Partner shall deal with specific fiscal management issues within that Partner's fiscal management policies/procedures, which shall not be preempted in any manner by this MOU.

**Article 10. Appointment/Hiring of YRSLP Administrative Staff**

Until funding is secured (or undertaken) the current YRSLP Administrative Staff may be one of the Partners. The YRSLP may hire Administrative Staff at a future point in time (most likely through one of its Partners). Any Partner functioning as Administrative Staff should be aware of the possibility of conflict of interest, and must avoid, at all times, any actual or perceived conflict of interest.

Administrative Staff is responsible to the YRSLP Partners; should have knowledge of and understand the priorities of the various Partners; and must be a proponent of the YRSLP Mission Statement and the projects of the Partners.

Administrative Staff will work at the direction of the Partners and will be responsible for overall project administration including coordination of accounting for expenditures and receipts for reimbursement requests and coordination between the various Partners and funders where coordination is necessary. The position of Administrative Staff in no way reduces the responsibility of the other Partners for the application, management, and completion of the Partners individual projects as approved per this MOU. It is the responsibility of each Partner to manage, communicate with funding partners and account for the expenses and receipts, and other aspects associated with their specific projects.
The Administrative Staff shall have no authority to act/speak on behalf of or to bind any of the Partners without the express prior written consent of the individual Partner to be bound.

Article 11. Confidentiality

The YRSLP shall comply with the Colorado Open Meetings Law (CRS 24-6-402) however it is understood by the Partners that certain projects may be confidential in nature and may need to be discussed in executive session. All Partners agree to keep those discussions, documents, negotiations, etc. confidential. Any confidential discussions shall take place after the committee officially votes to adjourn to executive session. The minutes of the committee meeting shall document the time of such executive session and purpose (eg ‘to discuss confidential real estate transaction’).

Notwithstanding the foregoing, this provision is not intended to prohibit any Partner from discussing confidential matters in executive session.

Article 12. Equal Opportunity Clause

During the performance of this MOU, the participants will not discriminate against any employee or applicant for employment and/or program participants and/or program beneficiary because of race, color, religion, age, sex, disability or national origin. Partners will take affirmative action to ensure that applicants are employed and are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Partners agree to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

Where applicable, Partners shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable federal, state, or local laws and regulations.

Article 13. 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 estoppel, 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, workplan, funding agreement and/or budget, etc.
Article 14. Amendment

This MOU may be amended only by an instrument in writing signed by the parties.

IN WITNESS THEREOF, the Parties hereto have executed this 2011 Amended and Restated Memorandum of Understanding for the Yampa River System Legacy Partnership:

Routt County

[Signature]

by: Dean Misch Bush

City of Steamboat Springs

[Signature]

by: Bart Kounovsky

Town of Hayden

[Signature]

by: David Törgler

Colorado Parks and Wildlife

[Signature]

by: (Wildlife Representative) Jim Haskins

Yampa Valley Land Trust

[Signature]

by: Susan Doocy, E.D.

Representative: Agriculture (Routt)

[Signature]

by: Dean Rossi

Moffat County

[Signature]

by: Tom Mathers

City of Craig

[Signature]

by: Teri Grey Caewile

Bureau of Land Management (also Federal Agency Liaison)

[Signature]

by: Wendy Reynolds

Colorado Parks and Wildlife (also State Agency Liaison)

[Signature]

by: (Parks Representative) Ron Dellacroce

The Nature Conservancy

[Signature]

by: Geoff Blakeslee

Representative: Agriculture (Moffat)

[Signature]

by: Lou Wyman
Representative: Recreation
by: John Husband

Representative: Youth and Outdoor/Environmental Education
by: Sonia Macap

Representative: Public Lands
by: Bozen Jespersen

Representative: Business
by: John Kerst

Representative: Ycuth and Outdoor Environmental Jobs
by: Gretchen Van De Carr

Representative: Yampa River
by: Peter Van De Carr

With supporters from the following non-voting state and federal agency partners/advisors (which, as projects warrant, at some future point in time may become formal voting partners):

US Forest Service
by:

US Fish and Wildlife Service
by: CRIS DIPPEL

US Bureau of Reclamation
by:

Northwest Colorado Watershed Partnership
by: Emily I.

Dinosaur National Monument
by: MARY RISSER

USGS
by: DAVID BROWN

CO Department of Natural Resources
by: GINNY BRANNON

Vets Green Jobs
by: