

MEMORANDUM OF UNDERSTANDING

Between the
Dolores Water Conservancy District,

And
Colorado Parks and Wildlife, Southwest Region,

And The
U. S. Bureau of Reclamation, Western Colorado Area Office,

And the
USDA Forest Service, San Juan National Forest
Forest Service #16-MU-11021300-056

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Dolores Water Conservancy District, hereinafter referred to as "the District", Colorado Parks and Wildlife, Southwest Region, hereinafter referred to as "CPW", the U.S. Bureau of Reclamation, hereinafter referred to as "Reclamation", and the United States Department of Agriculture (USDA), Forest Service, San Juan National Forest, hereinafter referred to as the "U.S. Forest Service".

Title: Memorandum of Understanding for the Prevention of Aquatic Nuisance Species at McPhee Reservoir in Southwest Colorado.

- I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties in the prevention of aquatic nuisance species infection at McPhee Reservoir, in accordance with the following provisions.
- II. **STATEMENT OF MUTUAL BENEFITS AND INTERESTS:**

The Dolores Water Conservancy District (District) was created under the laws of Colorado to support, organize, and manage the Dolores Project (Project) to develop local water resources under contract with the United States through the Bureau of Reclamation. These District responsibilities include the operation and maintenance of all Project facilities appurtenant to McPhee Reservoir. Those facilities are at risk to the detrimental effects of invasive aquatic nuisance species.

Colorado Parks and Wildlife (CPW) was created under the laws of the State of Colorado and is responsible to perpetuate the fish and wildlife populations of the State and to provide enjoyable and sustainable outdoor recreation opportunities. Aquatic nuisance species are deemed detrimental to aquatic wildlife and their habitats and to water-based recreation across the state. CPW carries out the policies and programs of its Commission.

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing recreation and the natural resources on federal lands under U.S. Forest Service jurisdiction, including wildlife and fish habitat, and in a manner that is sustainable and will not impair the productivity of the land. Aquatic nuisance species would be detrimental to aquatic life that are an important component in McPhee Reservoir recreation management, and could damage aquatic life and U.S. Forest Service natural and recreational resources below McPhee Reservoir.

The U.S. Bureau of Reclamation (Reclamation) investigated, planned, constructed and contracted for the operation and maintenance of the Dolores Project under the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Colorado River Basin Act of April 11, 1956 (P.L. 90-537). The Dolores Project includes two hydropower facilities providing power to the Colorado River Storage Project that both operate appurtenant to McPhee Reservoir and therefore at risk from the detrimental effects of invasive aquatic nuisance species.

The District, CPW, Reclamation, and the U.S Forest Service, acknowledge that all parties have important management responsibilities outside of and related to the management of aquatic nuisance species. These agencies will endeavor to work cooperatively to fulfill these responsibilities for the benefit and enjoyment of the people of Colorado and the United States.

In consideration of the above premises:

III. THE PARTIES SHALL:

- A. Maintain close cooperation as needed in matters of mutual interest, including management of flat water recreation and aquatic nuisance species at McPhee Reservoir for the benefit of irrigation; municipal and industrial water use; fish and wildlife; and production of hydroelectric power, all in keeping with the needs of the District, U.S. Forest Service multiple use principles and the mission of CPW.
- B. Recognize the needs of the other parties and coordinate with and provide information regarding policies, plans, programs, and projects that affect flat water recreation and aquatic nuisance species management at McPhee Reservoir in a timely manner.
- C. Consult and confer with the other parties, by providing input to the development of plans, management strategies, objectives, and standards and guidelines, where they might affect flat water recreation and aquatic nuisance species management at McPhee Reservoir.
- D. Explore cost-effective methods of managing flat water recreation and aquatic nuisance species during peak and off-peak seasons and hours.

- E. Recognize the need for and convey cohesive messages to the public about the potential damages caused by aquatic nuisance species to water infrastructure, natural resources and recreation and the value of sound management techniques that prevent the spread of aquatic nuisance species.

IV. IT IS MUTALLY AGREED BY THE PARTIES THAT:

- A. INTERAGENCY COORDINATION MEETINGS. Local coordination meetings will be held periodically (typically annually) between the signatories and appropriate staff to exchange information, discuss projects, and coordinate activities of mutual interest. Each agency shall appoint an individual and alternate to coordinate on routine matters at the annual coordination meetings.
- B. TECHNICAL GROUP. Each party may appoint representative(s) to serve on a technical group to collaborate on issues of concern in regards to Aquatic Nuisance Species Management at McPhee Reservoir.
- C. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- D. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

E. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

Dolores Water Conservancy District	Colorado Parks and Wildlife
<p>Name: Michael Preston, General Manager Address: 80 South Cactus City, State, Zip: Cortez, CO Telephone: 970-565-7562 FAX: 970-565-0870 Email: mpreston@frontier.net</p>	<p>Name: Patricia D. Dorsey Address: 415 Turner Drive City, State, Zip: Durango, CO 81303 Telephone: 970-375-6702 FAX: Email: patt.dorsey@state.co.us</p>

Bureau of Reclamation	U.S. Forest Service
<p>Name: Ed Warner, Area Manager Address: 185 Suttle St., Suite 2 City, State, Zip: Durango, CO 81303 Telephone: 970-385-6500 FAX: 970-385-6539 Email: lwarner@usbr.gov</p>	<p>Name: Mark Lambert, Program Manager Address: 15 Burnett Court City, State, Zip: Durango, CO 81301 Telephone: 970-385-1240 FAX: 970-375-2331 Email: mblambert@fs.fed.us</p> <p>Name: Beth Redmond, Grants Management Specialist Address: 15 Burnett Court City, State, Zip: Durango, CO 81301 Telephone: 970-385-1259 FAX: 970-385-1243 Email: bredmond@fs.fed.us</p>

- F. NOTICES. Any communications affecting the operations covered by this MOU given by the "the Parties" is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Parties, at all of the Parties' addresses shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the "the Parties" from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of the cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the cooperator's products or activities.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary


M. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

N. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 12/31/2020 at which time it will expire.


O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness thereof, the parties hereto have executed this MOU as of the last date written below.


V. SIGNATURES




PATRICIA D. DORSEY, Southwest Regional
Manager, Colorado Division of Parks and Wildlife
Date 22 Sept 16



MICHAEL F. PRESTON, General Manager, Dolores
Water Conservancy District
Date 9/22/16



ED WARNER, Area Manager, Western Colorado
Office, U.S. Bureau of Reclamation
Date 9/22/16



RUSSELL M. BACON, Forest Supervisor
U.S. Forest Service, San Juan National Forest
Date 9/29/16

The authority and format of this agreement have been reviewed and approved for signature.



BETH REDMOND
U.S. Forest Service, San Juan National Forest
Date 9/29/2016