

MEMORANDUM OF UNDERSTANDING

PROVIDING FOR

COOPERATIVE MANAGEMENT

OF THE

SNAKE RIVER CORRIDOR

Memorandum of Understanding

Between

U.S. Department of the Interior
Bureau of Land Management
Pinedale Field Office

and

Snake River Fund

and

U.S. Department of Agriculture
Forest Service
Bridger-Teton National Forest
Jackson Ranger District

and

Teton County

and

The State of Wyoming
Wyoming Game and Fish Commission

and

Jackson Hole Land Trust

Providing for
Cooperative Management of the Snake River Corridor

PREAMBLE

WHEREAS, The Upper Snake River Watershed is a nationally significant riparian corridor that provides outstanding wildlife and aquatic habitat and a variety of recreation opportunities;

WHEREAS, the Snake River forms the nucleus of a regional concentration of outstanding recreational opportunities and wildlife habitat;

WHEREAS, the Partners seek comments and suggestions from one another with respect to management responsibilities for recreational use and/or conservation management of the Snake River, with the intent that the Partners can share these responsibilities;

WHEREAS, there is a need to coordinate management, including recreation management and natural resource preservation, of Partners' lands so as to best serve the public; and

WHEREAS, the Bureau of Land Management issued a Record of Decision in April 2004 that called for transfer of its public lands within the Snake River Corridor to ensure that they be managed for continued public access and wildlife habitat.

NOW THEREFORE, BE IT RESOLVED THAT,

The Bureau of Land Management (BLM), Snake River Fund (SRF), USDA Forest Service (FS), Teton County (TC), Wyoming Game and Fish Commission (WGFC), and Jackson Hole Land Trust (JHLT), herein referred to as the Partners in this Memorandum of Understanding (MOU) seek to:

1. Ensure balanced, equitable and efficient management of the Snake River for BLM, FS, TC, and WGFC lands for habitat conservation and recreation use and facilities along the river;
2. Ensure that the public process protocol with respect to each Partner shall remain in effect;
3. Continue an effective Partnership in management of the Snake River and associated land and water resources; and
4. Ensure that management is carried out by the Partners in light of the mutually agreed to "Mission Statement" relating to management emphasizing natural resources, resource sustainability, and land health standards, recognizing and respecting private property, while embracing numerous recreational, educational, and commercial activities within the river corridor.

MISSION STATEMENT

Recognizing that the Snake River is a natural resource of local, regional, and national significance that is a cornerstone in our quality of life, it is the Partners' mission to comprehensively manage public lands and waters within the Snake River Corridor to protect and improve recreational opportunities while enhancing open space and wildlife habitat through a multi-organizational process of planning and implementation.

I. PURPOSE

A. The purposes of this agreement are to:

1. Establish a partnership to cooperatively manage the public land resources in the Snake River Corridor (SRC) between the south line of the Grand Teton National Park and the South Park Bridge (see attached planning area map) for public recreation access and wildlife habitat as guided by the 2008 Snake River Ownership / Management Transfer Plan (SROMTP). The cooperative effort shall be known as the Snake River Corridor Management Partnership (hereafter referred to as the Partnership).
2. Set forth a framework for cooperation and coordination by the Partners to achieve common goals that shall include but not be limited to:
 - a. Facilitate development and implementation of planning and management decisions as guided by the BLM's Record of Decision, approved on April 5, 2004, as per Federal Decision Record, through a process that best combines the resources and authorities of all Partners to improve conditions in the area;
 - b. Facilitate ongoing future management of the SRC to meet the goals and objectives as set forth by the SROMTP and the Management Partnership;
 - c. Ensure that the outstanding natural features of the area are protected and enhanced and provide sustainable public recreation opportunities consistent with the character and the capacity of the area; and
 - d. Ensure compliance with the National Environmental Policy Act of 1969 (NEPA), the Federal Land Policy and Management Act of 1976 (FLPMA), the Teton County Comprehensive Plan, Teton County Land Development Regulations, and all other applicable federal, state, and local land and water management policies and regulations.
3. Define responsibilities for all Partners on lands and related water within the SRC.
4. Establish the procedural guidelines by which the Management Partnership shall operate.

II. AUTHORITIES AND DEFINITIONS

A. All authorities shall refer to the most recent and current language applicable.

1. Bureau of Land Management

- a. Section 307 (a) and (b) of the FLPMA of 1976.
- b. Recreation and Public Purposes Act (RAPPA) of 1926, as amended, 43 U.S.C. 869 et. seq.
- c. Land and Water Conservation Fund Act of 1965, as amended

2. Snake River Fund

- a. Bylaws.

3. USDA Forest Service

- a. Section 307 (a) and (b) of the FLPMA of 1976.
- b. Section 4 (5) (c) of the Land and Water Conservation Fund Act of 1965, as amended.
- c. The Organic Administration Act of June 4, 1897.

4. Teton County

- a. Teton County Ordinances.
- b. County Land Development Regulations.
- c. Teton County Comprehensive Plan.

5. Wyoming Game and Fish Commission

- a. Powers and Duties of the Commission, W.S. 23-1-302.
- b. Duties and Authority of the Director of the Department, W.S. 23-1-402.
- c. Authority to Regulate Taking, Possession and Use of Wildlife, W.S. 23-1-302.
- d. Regulation Governing Fee Title Property Right(s) by the Wyoming Game and Fish Commission, W.S. 23-1-302.
- e. Regulation Governing Uses of Lands and Waters Acquired or Administered by the Wyoming Game and Fish Commission, W.S. 23-1-302 and W.S. 23-1-302 (a) (iii).

6. Jackson Hole Land Trust

- a. Bylaws.
- b. Resolution.

7. Definitions

- a. BLM – Bureau of Land Management
- b. FLPMA – Federal Land Policy and Management Act
- c. FS – USDA Forest Service
- d. JHLT – Jackson Hole Land Trust
- e. MOU - Memorandum of Understanding
- f. NEPA – National Environmental Policy Act
- g. NFS – National Forest System
- h. RAPP – Recreation and Public Purposes Act
- i. ROD – Record of Decision
- j. SRC – Snake River Corridor – see the planning area map
- k. SRF – Snake River Fund
- l. SROMTP – Snake River Ownership / Management Transfer Plan
- m. SRCMP – Snake River Corridor Management Plan
- n. TC – Teton County
- o. WGFC – Wyoming Game and Fish Commission
- p. Partners – all cooperating agencies
- q. Partnership – Snake River Corridor Management Partnership

III. RESPONSIBILITIES AND PROVISIONS

A. BLM Agrees to:

1. Manage all resources in the SRC on BLM administered lands until their ultimate transfer.
2. Provide background data, information, and analysis as it pertains to the SRC; assist with funding sources within the context of what is prescribed by the objectives and actions prescribed by the Record of Decision for the Snake River Resource Management Plan (ROD).
3. Collaborate with other Partners to complete and implement the Snake River Corridor Management / Transfer Plan in order to meet the objectives of the ROD.
4. Participate in and provide review of recreation management carried out on the lands and waters within the SRC to ensure that it is consistent with the goals and objectives of the ROD.
5. Enforce applicable federal laws and regulations pertaining to the SRC.
6. Ensure that all federal mandates and acts are followed.
7. Provide other Partners with current copies of all acts, policies, regulations and handbooks that are specified in this MOU. Updated copies will be provided when changes or amendments occur.
8. Provide site assessment and remediation (Phases I, II, and III) on properties prior to transfer.

B. SRF Agrees to:

1. Provide the on-ground “lead” organization responsible for coordinating implementation of this MOU.
2. Provide appropriate conservation and recreation guidelines; act as a conduit to the public via meetings and open houses.
3. Provide administrative assistance for the process, assisting in identifying, seeking, and securing funding sources.
4. Act as the point of contact for the Partners for the general public and the media.
5. Work with the Partners to establish river recreation activity capacities and regulate commercial river recreation use as specified in a SRCMP.
6. Participate in resource monitoring and enhancement actions to include all cooperative efforts with all other Partners.

C. FS Agrees to:

1. Provide recreational management and facilities maintenance expertise, and operational assistance, assisting in identifying, seeking, and securing funding sources.
2. Participate in and provide review of recreation management and use of the SRC to ensure that Forest Plan Direction is carried out on the NFS lands and waters.
3. Continue to enforce applicable federal laws and regulations pertaining to the SRC.
4. Ensure that applicable federal mandates and acts are followed.

D. TC Agrees to:

1. Provide recreational management and facilities maintenance expertise, and operational assistance, assisting in identifying, seeking, and securing funding sources.
2. Provide appropriate guidelines with regard to conservation, recreation, and resource management.
3. Ensure compliance with the Teton County Comprehensive Plan and Land Development Regulations and any amendments thereto with respect to lands within the SRC to which TC takes title.
4. Prepare final construction plans to implement the conceptual plans for Teton County lands that are indicated in a SRCMP and obtain input from the Partners and the public on these plans from appropriate Partners through an environmental assessment process prior to any surface disturbance.

E. WGFC Agrees to:

1. Work cooperatively with the Partners in the development of any proposed public use regulations for the SRC.
2. Work cooperatively to implement and enforce applicable state laws and regulations on public lands within the SRC. These generally involve wildlife regulations, safety, littering, resource protection, and public conduct.
3. Seek involvement and consensus of the other Partners prior to undertaking any anticipated or planned parcel management actions, to include identifying appropriate planning guidelines and actions, to facilitate future mission accomplishment for all Partners.
4. Act as the lead and cooperate with other Partners in managing the parcels transferred to the WGFC within the corridor.
5. Provide the lead presence for managing wildlife on lands and waters within the corridor. Work cooperatively with other Partners within the SRC to implement the Mission Statement.

F. JHLT Agrees to:

1. Work cooperatively with the Partners to hold and monitor conservation easements for the SRC.
2. Participate in resource monitoring and enhancement actions to include all cooperative efforts with all other Partners.
3. Assist in identifying, seeking, and securing funding sources.

G. All Partners jointly agree to:

1. Participate in a Snake River Partnership for the purpose of cooperative management of the SRC. As part of the Snake River Partnership, the Partners shall:
 - a. Designate an authorized representative to serve as principal contact for this MOU.
 - b. Meet a minimum of once per year.
 - c. Make management recommendations on the SRC parcels on a consensual basis. If a consensus is not possible, a five (5) of six (6) majority vote shall suffice. If only five (5) partners are present, a four (4) of five (5) majority shall suffice.
 - d. Draft and approve by-laws.
 - e. Implement management recommendations unless, in the opinion of the Partner with management and / or ownership responsibilities, there is a compelling reason not to do so.
2. As a long-term goal, jointly develop through the public hearing process a SRCMP in accordance with this Memorandum of Understanding and other regulated processes. The Partners must unanimously approve the SRCMP, and any amendments thereto, in order for the SRCMP to become binding. The SRCMP shall:
 - a. Delineate the goals and objectives to guide management of the SRC.
 - b. Describe how the parcels will be collectively and individually managed to achieve the goals and objectives.
 - c. Be reviewed and evaluated not less than every five (5) years to determine progress in meeting the goals and objectives.
 - d. Provide for timely response to a Partner's request for specific review of site development plans and a Partner's request to complete NEPA compliance requirements to the extent required by law (i.e., complete environmental assessments as needed).

- e. Define all signage requirements ensuring that they adhere to individual Partner's signing regulations and ensuring that the signage adequately represents each Partner's participation.
 - f. Ensure compliance with NEPA, FLPMA, the Teton County Comprehensive Plan, the Teton County Land Development Regulations, and all other applicable federal, state, and local land and water management policies and regulations to the extent required by law.
3. Develop an annual operating plan based on the Snake River ROD and any approved SRCMP and issue an annual report.
 4. Explore revenue generating opportunities to support activities including but not limited to management, resource protection, research, interpretation and maintenance activities related to resource protection and recreation management on lands and waters within the SRC.
 5. Appoint committees as deemed necessary.
 6. Plan, hold, and attend at least one annual public meeting to:
 - a. Assist the Partnership in maintaining a regional focus.
 - b. Allow an open communication link to the communities along the river corridor, the State of Wyoming, and national organizations and associations interested in the preservation of river corridors.
 - c. Provide individual advice and input to the Partners on resource management and development issue priorities along the river corridor.
 - d. Provide support to Partners in the implementation of plan goals and objectives within the BLM's ROD and SRCMP.
 7. Request enforcement of local and state laws by the Teton County Sheriff's Office.

Nothing in this MOU shall be construed as obligating any of the Partners to expend sums in excess of, or for purposes other than, that for which appropriation has been made.

IV. CHANGE OF AGENCY AUTHORITY

In the event any authority of any agency is repealed, modified, or changed to the extent that a SRCMP cannot be effectively continued or implemented, all Partners will meet within 90 days to develop a strategy to acquire the necessary authority. In the event additional authority cannot be acquired within a reasonable time frame, a plan amendment will be initiated to determine the future course of recreation management.

V. TERM

The term of this MOU shall be ten (10) years from the date last signed by the Partners. At the termination of the agreement, all or part of the Partners may agree upon an extension.

VI. REVIEW AND TERMINATION

- A. **TERMINATION.** Any party or parties, in writing, may terminate the instrument in whole, or in part, by doing so in writing at any time before the date of expiration, provided that in order to ensure consistent management, one (1) year's notice shall be required before any such termination becomes effective.
- B. **JOINT REVIEW.** A joint review of this agreement by all Partners shall be undertaken at least annually.
- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Partners from participating in similar activities with other public or private agencies, organizations and individuals.
- E. **NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value 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 authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreements for training or other services must fully comply with all applicable requirements for competition.
- F. **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, State of Wyoming or Teton County, its agencies, its officers, or any person.
- G. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Bureau of Land Management and the USDA Forest Service is subject to the Freedom of Information Act (5 U.S.C. 552). Any information furnished to Teton County and the Wyoming Game and Fish Commission, as well as any information furnished to the Partnership or to the Partners with respect to this MOU, is subject to the Wyoming Public Records Act (Wyo. Stat. §§ 16-4-201 et. seq.).
- H. **MODIFICATION.** Changes within the scope of this instrument shall be made by the issuance of a modification executed by all cooperators.
- I. **SOVEREIGN IMMUNITY.** The Wyoming Game and Fish Commission and Teton County do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state laws.
- J. **EXECUTION.** This instrument is executed as of the last date shown below.

RECOMMENDED

The BUREAU OF LAND MANAGEMENT

Kellie Roadifer
Planning and Environmental Coordinator

Date: _____

The SNAKE RIVER FUND

Lexey Wauters
Program Director

Date: _____

The BRIDGER-TETON NATIONAL FOREST

Michael Schrotz
Planning-Lands Staff Officer

Date: _____

TETON COUNTY

Steve Foster
Director / Parks and Recreation Department

Date: _____

The WYOMING GAME AND FISH COMMISSION

Matthew Fry
Habitat and Access Coordinator

Date: _____

The JACKSON HOLE LAND TRUST

Michael Rauch
Associate Director

Date: _____

APPROVED

The BUREAU OF LAND MANAGEMENT

Chuck Otto
Field Manager

Date: _____

The SNAKE RIVER FUND

David Pfeifer
Board President

Date: _____

The BRIDGER-TETON NATIONAL FOREST

Carole "Kniffy" Hamilton
Forest Supervisor

Date: _____

TETON COUNTY

Andrew Schwartz
Chairman / Board of County Commissioners

Date: _____

Attest: _____
Sherry Daigle / Teton County Clerk

The WYOMING GAME AND FISH COMMISSION

Terry Cleveland
Director

Date: _____

The JACKSON HOLE LAND TRUST

Laurie Andrews
Executive Director

Date: _____