



Board of County Commissioners - Staff Report

Meeting Date: March 5, 2019
Submitting Dept: Parks and Recreation
Cooperative MOU

Presenter: Steve Ashworth
Subject: Snake River Management

Statement / Purpose:

Approval of Memorandum of Understanding between Teton County, Bureau of Land Management, Wyoming Game and Fish, Bridger Teton National Forest, Snake River Fund, and the Jackson Hole Land Trust to manage public lands along the Snake River corridor in a collaborative and cooperative manner.

Background / Description (Pros & Cons):

In 2008 the above partners entered into a Memorandum of Understanding for cooperative management and active communication for the public land parcels along the Snake River Corridor. Teton County and our partners, under the coordination leadership of the Snake River Fund have actively met and cooperated over the years as per the agreement. The agreement was for a term of 10 years and has recently expired. The management partners have developed an updated MOU to continue the partnerships for a period of five years.

Stakeholder Analysis & Involvement:

The attached MOU has been reviewed and approved by all partners.

Fiscal Impact:

NA

Staff Impact:

Staff will continue to collaborate with our partners.

Legal Review:

K. Gingery

Staff Input / Recommendation:

Staff recommends approval of the Snake River Corridor collaborative management memorandum of understanding.

Attachments:

Memorandum of Understanding

Suggested Motion:

Move to approve and sign the 2019 memorandum of Understanding Providing for Cooperative management of the Snake River Corridor.

*APPENDIX E -
MEMORANDUM OF UNDERSTANDING*



2019

MEMORANDUM OF UNDERSTANDING

PROVIDING FOR

COOPERATIVE MANAGEMENT

OF THE

SNAKE RIVER CORRIDOR

2019 Memorandum of Understanding

Between

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

and

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

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 common ground with respect to management responsibilities for recreational use and/or conservation management of the Snake River, with the intent that the Snake River Corridor holistically benefits from Partner contributions;

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 (BLM) issued The Snake River Resource Management Plan (RMP) Record of Decision (ROD) in April 2004 that called for appropriate transfer of BLM managed public lands within the Snake River Corridor consistent with the ROD, and

WHEREAS, the parties entered into a Memorandum of Understanding Providing for Cooperative Management of the Snake River Corridor in December 2008 that was effective for a ten (10) year period, and

WHEREAS, the parties have agreed to enter into second Memorandum of Understanding Providing for Cooperative Management of the Snake River Corridor with essentially the same terms with a few small changes to update the MOU from 2008 to 2019.

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 and management decisions 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 Snake River RMP ROD, approved on April 5, 2004 through a process consistent with the 2004 ROD;
 - b. Facilitate ongoing future management of the SRC to meet the goals and objectives as set forth by the SROMTP and the Management Partnership consistent with existing management decisions;
 - 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; existing management decisions; and
 - d. Ensure compliance with the National Environmental Policy Act of 1969 (NEPA), the Federal Land Policy and Management Act of 1976 (FLPMA), the Snake River RMP ROD, 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.
 - d. The 2004 Snake River RMP ROD.
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. RAPPAA – Recreation and Public Purposes Act
- i. RMP – 2004 Snake River Resource Management Plan
- j. ROD – Record of Decision
- k. SRC – Snake River Corridor – see the planning area map
- l. SRF – Snake River Fund
- m. SROMTP – Snake River Ownership / Management Transfer Plan
- n. SRCMP – Snake River Corridor Management Plan
- o. TC – Teton County
- p. WGFC – Wyoming Game and Fish Commission
- q. Partners – all cooperating agencies
- r. Partnership – Snake River Corridor Management Partnership

III. RESPONSIBILITIES AND PROVISIONS

A. BLM Agrees to:

1. Manage SRC BLM administered lands consistent with the RMP ROD until their ultimate transfer.
2. Provide background data, information, and analysis as it pertains to the SRC within the context of what is prescribed by the objectives and actions prescribed by the RMP ROD.
3. Collaborate appropriately with other Partners to implement the Snake River Corridor Management Plan consistent with the RMP ROD.
4. Participate in discussions where appropriate concerning 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 RMP ROD.
5. Enforce applicable federal laws and regulations pertaining to BLM managed lands within 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 Environmental Site Assessment (ESA) Phases I 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 recommendations; 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 as appropriate.
4. Act as a Point of Contact (POC) for the Partners and would defer to Partner specific POCs where appropriate concerning media releases and inquiries from 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 consistent with existing decisions.
6. Participate in resource monitoring and enhancement actions with 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 NFS lands.
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 any 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. Draft and approve by-laws.
 - d. Implement management recommendations consistent with existing Partner decisions, policy and guidance.
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. Be reviewed and evaluated not less than every five (5) years to determine progress in meeting the goals and objectives.
 - c. 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).

- d. 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.
 - e. Ensure appropriate compliance with NEPA, FLPMA, Snake River RMP ROD, 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. 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 consistent with existing Partner decisions, policy and guidance.
 4. Appoint committees as deemed necessary.
 5. Plan, hold, and attend, if appropriate, one annual public meeting to:
 - a. Assist the Partnership in maintaining a regional focus.
 - b. Allow an open communication link through Partner POCs 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 support to Partners consistent with existing Partner decisions, policy and guidance.
 6. 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 agree to hold a subsequent Partner meeting to discuss potential issues. In the event of agency authority changes, a plan amendment will be initiated to determine the future course of recreation management.

V. TERM

The term of this MOU shall be five (5) 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

1. **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.
2. **JOINT REVIEW.** A joint review of this agreement by all Partners shall be undertaken at least annually.
3. **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 written modification executed by all cooperators.
- I. **SOVEREIGN IMMUNITY.** The Wyoming Game and Fish Commission and United States Agencies do not waive sovereign immunity by entering into this Agreement, and the Wyoming Game and Fish Commission specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute §1-39-104(a) and all other state laws. Teton County does not waive governmental immunity and retains immunity and all defenses available pursuant to Wyoming Statute §1-39-104(a).
- J. **EXECUTION.** This instrument is executed as of the last date shown below.

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RECOMMENDED

Snake River Fund

Jared Baecker, Executive Director

Date: _____

Bridger-Teton National Forest

Mary Moore, Jackson District Ranger

Date: _____

Teton County

Steve Ashworth, Teton County-Jackson Parks and Recreation Department Director

Date: _____

Bureau of Land Management

Douglas Linn, Assistant Field Manager – Minerals & Lands

Date: _____

Wyoming Game and Fish Department

Rob Gipson, Fisheries Supervisor

Date: _____

Jackson Hole Land Trust

Laurie Andrews, President

Date: _____

APPROVED

Snake River Fund

Jared Baecker, Executive Director

Date: _____

Bridger-Teton National Forest

Patricia O'Connor, Forest Supervisor

Date: _____

Teton County

Natalia Macker, Chairman, Board of County Commissioners

Date: _____

Attest: _____
Sherry Daigle, Teton County Clerk

Date _____

Bureau of Land Management

Caleb M. Hiner, Field Manager

Date: _____

Wyoming Game and Fish Department

Sean Bibbey, Lands Branch Chief

Date: _____

Jackson Hole Land Trust

Laurie Andrews, President

Date: _____