

## MEMORANDUM OF UNDERSTANDING

for

### Riparian Restoration and Management

This **Memorandum of Understanding for Riparian Restoration and Management** (this “**MOU**”) is entered into effective as April 11, 2018 (the “**Effective Date**”), by **Bend Park and Recreation District**, an Oregon special district (“**BPRD**”) and **Upper Deschutes Watershed Council**, an Oregon nonprofit corporation (“**UDWC**”), who are collectively, the “**Parties**,” each singularly, a “**Party**.”

#### RECITALS

- a) **BPRD:**
- i) is committed to the long-term health of the Deschutes River and Tumalo Creek;
  - ii) seeks to ensure that recreational access and enjoyment of the Deschutes River and Tumalo Creek be balanced with the maintenance of healthy habitat for fish and wildlife;
  - iii) manages 49% of the river frontage along 11.48 miles of the Deschutes River and 5 miles of Tumalo Creek, much of which includes upland, riparian or wetland areas that contribute to the overall health of these waterways and provide important habitat for fish and wildlife;
  - iv) completed an inventory of riparian habitat conditions on BPRD-owned properties on the Deschutes River in 2017, identifying 13 sites where habitat restoration, protection and recreational management is needed;
  - v) has collaborated with UDWC for the design, development, funding, and implementation of habitat restoration projects at multiple sites along the river since 2002; and
  - vi) seeks to engage the expertise and support of UDWC to develop and implement projects along the Deschutes River and Tumalo Creek that balance habitat protection and enhancement with recreational access for users of the Deschutes River, Tumalo Creek, and adjacent trails.
- b) **UDWC:**
- i) seeks to work collaboratively with land owners and managers to protect and restore the Deschutes River and Tumalo Creek and the associated habitat of each in service of the Oregon Plan for Salmon and Watersheds;
  - ii) has identified riparian and wetland habitat impacts from growing recreational use along the Deschutes River and Tumalo Creek as an important need for the long-term stewardship of the Deschutes River and Tumalo Creek;
  - iii) has declared habitat stewardship, protection, and restoration along the Deschutes River and Tumalo Creek in the vicinity of Bend as a high priority in its Strategic Plan;
  - iv) has collaborated with BPRD for the design, development, funding, and implementation of habitat restoration projects at multiple sites along the Deschutes River since 2002; and
  - v) Seeks to build on past collaborative activities with BPRD to implement a balance of recreational access and habitat protection along the Deschutes River and Tumalo Creek.

## MEMORANDUM

This non-binding MOU is intended to set forth the proposed terms of a collaborative relationship between the parties for the purpose of supporting riparian restoration and management programs:

### 1) PURPOSE

- a) The purpose of this MOU is to facilitate collaboration between the Parties to develop, plan, fund, and implement recreational and environmental enhancement projects to provide improved riparian and wetland habitat conditions while supporting recreational use of the Deschutes River, Tumalo Creek, and adjacent trails. The activities resulting from this MOU are intended to restore areas that have been degraded, or develop plans to prevent degradation of habitat areas that are currently in good condition. Potential projects include, but are not limited to:
  - i) development of designated water access sites and viewing areas that have been designed specifically to allow recreational use while simultaneously protecting adjacent areas of sensitive habitat;
  - ii) protection of sensitive riparian, wetland, upland, or other habitat areas to prevent trampling and habitat loss;
  - iii) development and installation of signage to provide information, guide users to designated sites, and encourage habitat protection;
  - iv) development and promotion of activities that connect people to nature and provide outreach and educational experiences; or
  - v) restoration, protection, and enhancement of upland, riparian, and wetland habitat to improve the habitat value of existing degraded areas.

### 2) COLLABORATION

The Parties agree to collaboratively:

- a) assess riparian and wetland habitat conditions on BPRD-owned property along the Deschutes River and Tumalo Creek;
- b) use the assessment and other information to identify potential projects that meet the purpose of this MOU and align with the individual missions, goals and objectives of the Parties.
- c) develop project-specific implementation agreements that outline the specific roles and responsibilities of the Parties for each project that is developed under this MOU. These implementation agreements shall include:
  - (1) Project name
  - (2) Project description
  - (3) Goals and objectives
  - (4) General project schedule
  - (5) Estimated budget
  - (6) External and internal funding needs
  - (7) Specific task-level roles and responsibilities of the Parties
- d) engage with external advisors from local, state, and/or federal agencies or organizations to obtain peer review and technical input, if needed, to support successful project implementation.

**3) LIMITED RESOURCES**

While the Parties desire to improve the riparian condition for BPRD-owned property along the Deschutes River and Tumalo Creek, the Parties acknowledge that they each have limited resources available to accomplish this work and agree to work collaboratively to secure the funding and capacity needed to support the activities described in this MOU.

**4) TERM**

This MOU is effective when signed by all Parties and will remain in full force and effect until written notice of termination is provided by one Party to the other Party, at which time the MOU will terminate as to all Parties.

**5) INFORMATION SHARING AND RECORDS**

The Parties shall maintain records in accordance with their normal procedures with regard to their respective obligations under this MOU, and shall make such records available to each other upon reasonable request.

**6) AGENT STATUS**

No official, employee or agent of one Party shall be deemed an agent of any other Party, nor is this project, by virtue of this MOU, considered a joint venture between the Parties.

**7) MISCELLANEOUS**

This MOU may be signed in one or more counterparts.

**Bend Park & Recreation District**

**Upper Deschutes Watershed Council**



By: \_\_\_\_\_  
Don Horton, Executive Director

By: \_\_\_\_\_  
Ryan Houston, Executive Director