

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE DEVELOPMENT OF  
DRY CREEK COORDINATED RESOURCE MANAGEMENT PLANNING  
INITIATIVE**

This Memorandum of Understanding (MOU) regarding the development of the Dry Creek Coordinated Resource Management Planning Initiative (CRMP) is made and entered into by the Dry Creek Conservancy (DCC), the Placer County Resource Conservation District (PCRCDD) and the undersigned parties (signatories) on the dates set forth below.

This MOU establishes a voluntary and cooperative commitment by the signatories to work together in a watershed planning and enhancement process to the extent of their authority. This MOU is not a contract and is not legally binding. It is instead an agreement between the signatories to work together toward common goals to the extent possible. No signatory may be required to take any action with which it does not concur. Such voluntary action has the potential to result in improved resource management and minimize conflict between landowners, land users, recreational users, governmental agencies and conservation groups.

**I - PURPOSE**

This MOU is intended to serve as a framework to develop the CRMP for the Dry Creek watershed and to establish guidelines for a joint and cooperative planning and implementation process. The CRMP will include, but not be limited to, short and long term projects that protect and restore fish and wildlife resources and their related habitat in the Dry Creek watershed.

**II - RECITALS**

- A. The signatories of this MOU recognize that Dry Creek provides habitat for many terrestrial and aquatic species including fall-run Chinook salmon. However, negative impacts to the fishery and other natural resources in the Dry Creek watershed have contributed to decline in their historic populations.
- B. Dry Creek watershed is recognized as a benefit to the community because of its natural resources values.
- C. The signatories recognize the importance of including knowledgeable individuals and organizations in the development of the CRMP. The signatories expect to work with all interests in the process of establishing a CRMP to improve long-term resource protection and sustainability.
- D. The signatories recognize that there are multiple legal and permitted uses of Dry Creek.

### **III - GOALS AND OBJECTIVES**

The goals and objectives of this collaborative effort are:

#### **A. GOALS:**

1. Protect and restore the watershed ecosystem of Dry Creek to enhance fish, wildlife, and other natural resources.
2. Recognize the rights and cultural heritage of the landowners in the watershed.
3. Promote the recreational use of the watershed consistent with the protection of private property and natural and cultural resources.
4. Promote the cooperative partnerships and agency coordination required for watershed management between agencies of the county, state, and federal government, landowners, water users, educational institutions, community organizations, and recreational users.
5. Promote the education of individuals, organizations and agencies, with the best up to date information, on the functional and management of a healthy watershed.
6. Enhance the general public understanding of and support for the natural, cultural and recreational resources of Dry Creek and its watershed.
7. Coordinate and promote individual projects along Dry Creek in order to protect and enhance the anadromous fishery and riparian corridor of Dry Creek, contribute to a healthy watershed; protect and enhance water quality; and promote recreational and educational opportunities along Dry Creek.
8. Promote the optimal passage of stormwater in a way which will:
  - a. Minimize future flood losses;
  - b. Protect streambanks from accelerated erosion;
  - c. Protect riparian vegetation;
  - d. Properly manage stream environment flora and fauna;
  - e. Provide for recreation and open space needs where possible; and
  - f. Discourage filling and building in the floodplain.

#### **B. OBJECTIVES:**

1. Resource Information: Increase the level of knowledge of Dry Creek's natural and cultural resources by a) gathering, organizing and publicizing existing information, and b) developing new data through professional and/or volunteer monitoring and research efforts.

2. **Management Planning:** Identify a coordinated set of actions that Dry Creek Watershed jurisdictions and landowners agree to carry out in order to enhance the natural and cultural resources and recreational opportunities of the Dry Creek watershed. The CRMP will promote the development of a comprehensive watershed management plan in the long term as information and resources become available.
3. **Restoration & Enhancement:** Initiate and/or cooperate with public and private restoration and enhancement actions that are designed to improve natural and cultural resource conditions in the Dry Creek Watershed.
4. **Public Information & Support:** Use the public information capabilities of each participating organization and jurisdiction to build support for the natural and cultural resources and recreational opportunities of the Dry Creek watershed.
5. **Funding:** Seek funding to accomplish the goals of the CRMP.

#### **IV - PLANNING GUIDELINES**

- A. The planning of the CRMP will be a dynamic process concentrating on specific priorities as funding allows.
- B. The signatories will be cooperatively involved in the study of the natural resources of the watershed using available information and working together to develop additional information as needed.
- C. A full range of management measures will be considered. Private landowners will take the lead role in coordinating the CRMP planning applicable to private lands. Public land managers and conservation groups will take the lead role in coordinating the CRMP planning applicable to public lands. All signatories will be involved in the final recommendations which will comprise the CRMP for the watershed as a whole.
- D. The CRMP will respect the rights of private property owners, particularly with regard to the public access to private lands.

#### **V - GENERAL PROVISIONS**

- A. **No Expansion of Legal Authority.** Nothing in this MOU is intended to expand the legal authority of any signatory, agency, entity or organization. This MOU does not modify or supersede other existing agreements and/or memoranda of understanding.
- B. **Non-Contractual Agreement.** This MOU is intended to embody general principles, and does not create contractual relationships, rights, obligations, duties or remedies between or among signatories.

- C. No funding Obligations. This MOU creates no fiscal nor funding obligations. Any endeavor involving reimbursement or contribution of funds between or among any of the signatories will be handled in separate agreements, in accordance with applicable laws, regulations, and governmental procedures (if any).
- D. All activities undertaken through this MOU will be undertaken in compliance with relevant local, state and federal regulations.
- E. Notwithstanding the statements of mission and objectives herein, and because this MOU is not a contract and creates no obligations, the parties acknowledge and intend that this MOU shall not constitute the grounds for any liability in the event such goals and objectives are not met. Nor shall this agreement create any obligation or liability as to any signatory due to the action or inaction of any signatory. After the consultation and cooperation provided herein, each agency shall continue to exercise its sole discretion in fulfilling legally authorized duties.

**VI - SIGNATURE**

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*[Name]*

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*[Title]*

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*[Organization]*

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