

MEMORANDUM OF UNDERSTANDING

between the

STATE OF COLORADO

DEPARTMENTS OF HIGHWAYS AND NATURAL RESOURCES

DIVISIONS OF HIGHWAYS AND WILDLIFE

WHEREAS, the Division of Highways, State Department of Highways, hereinafter referred to as CDH, is charged under the laws of the State of Colorado with the construction and maintenance of the state's highways, and

WHEREAS, significant numbers of aquatic and terrestrial wildlife inhabit or cross highway rights-of-way under the administration of CDH, and

WHEREAS, the Division of Wildlife, State Department of Natural Resources, hereinafter referred to as DOW, is charged under the laws of the State of Colorado with the management and enhancement of the state's wildlife resources, and

WHEREAS, it is the mutual desire of CDH and DOW to manage aquatic and terrestrial wildlife within highway rights-of-way in a cooperative manner to satisfy their respective charges for the best interests of the people of Colorado and its visitors, and

WHEREAS, it is the desire of CDH to conserve maintenance dollars and energy,

NOW THEREFORE, this memorandum of understanding witnesses that:

CDH agrees:

1. To coordinate the revegetation of roadsides and disturbed areas with the DOW. Plant species must be selected which will provide wildlife habitat and minimize the potential for big game vehicle accidents.
2. To permit the DOW and its agents to revegetate designated existing roadsides (except for the shoulder of each side of the roadway) within present and historical pheasant range (map attached).
3. To restrict roadside mowing to one mower width (15 feet or less) on either side of the roadway except in urban areas, or where the public health and safety may require additional mowing. If CDH determines health and safety require additional mowing in rural areas during the April 15 to August 1 period, the District Maintenance Superintendent (DMS) shall consult the District Wildlife Manager (DWM) before mowing is initiated. (The DOW will furnish a list of personnel who can be consulted.)
4. To forbid haying or mowing highway rights-of-way by any person except as provided in paragraph 3.
5. To limit use of herbicides to urban areas, and to rural roadsides where weeds are a problem and need to be controlled. When use in rural areas is required, the DMS or local representative shall notify, by telephone, the DWM, seven days prior to any application of herbicides.
6. To curtail intentional burning of permanent roadside vegetation. Any necessary burning should be done the first two weeks of April, but additional burning may be permitted for reasons of health and safety. The SMS will consult the DWM prior to any burning which is to be done after April 15.
7. To construct and maintain game fences and other structures such as underpasses, on CDH rights-of-way where both agencies agree the probability of auto-deer accidents justified preventive measures.
8. To provide DOW and CDH annual budget and supplements showing the location of projects and a general description of project activities. This will afford DOW the opportunity to review all projects and comment on those that require new alignments or additional rights-of-way and are located in areas where there will be impacts on aquatic and terrestrial wildlife species or their habitats. (Routine maintenance and repair, resurfacing of present roadways and construction in urban areas would normally be excluded.)

9. To cooperate with DOW in the completion of required stream and river channel changes in a manner that will maintain or enhance aquatic habitats and esthetics under the provisions of S. B. 40.

DOW agrees:

1. To identify for CDH vegetative species beneficial to wildlife management for the area to be treated.
2. To revegetate at DOW cost, with CDH approval, existing roadsides where no rights-of-way disturbance or additional construction is planned by CDH within the normal life expectancy of the vegetation to be planted. Vegetation will be selected which will not attract big game animals to highway rights-of-way.
3. To evaluate in selected areas the success of the revegetation programs.
4. To make periodic inspections of the game fences and inform CDH of their condition.
5. To provide technical assistance for river and stream changes.
6. To evaluate, in a timely manner, proposed construction and maintenance projects which will affect wildlife habitats.
7. To fund wildlife habitat improvements, requested by DOW, which are not included in CDH budgeted construction projects.

CDH and DOW mutually agree:

1. To meet jointly at the field level to discuss matters relating to management of wildlife on or affecting the lands administered by CDH. Such matters shall include but not be limited to warning signs, passage structures, fencing, channel relocations and revegetation.
2. To cooperate in the formulation and execution of plans and programs to guide the management of wildlife on such lands, and to revise or amend as needed to keep such plans or programs active and current.
3. To channel to agency personnel through the CDH Chief Engineer and the DOW Director or designated representatives all necessary instructions and information regarding meetings, investigations and field work needed for the successful fulfillment of this memorandum.

4. To furnish each other with copies of all written policies and directives which affect wildlife management on CDH lands, including additions or changes as they occur.
5. To cooperate in refining techniques for relocations of streams and rivers.
6. The memorandum of understanding shall become effective when signed by the designated representatives of the parties hereto and shall remain in force until terminated by mutual agreement, or by either party upon thirty days notice in writing to the other of its intention to do so. Amendments to and deviations from this agreement may be proposed by either party and shall become effective upon approval of written supplemental agreements by both parties.

COLORADO DIVISION OF HIGHWAYS

By E. N. Hoase
Chief Engineer

Date 7/30/80

COLORADO DIVISION OF WILDLIFE

By Jack R. Grieb
Director

Date 3-10-80

STATE DEPARTMENT OF
HIGHWAYS

By [Signature]
Executive Director

Date 8/1/80

STATE DEPARTMENT OF
NATURAL RESOURCES

By _____
Executive Director

Date _____

ATTORNEY GENERAL

By _____

Date _____