

# DINOSAUR DIAMOND PARTNERSHIP

## MEMORANDUM OF UNDERSTANDING BETWEEN

### Colorado Cities & Towns of:

Fruita  
Rangely  
Dinosaur

### Colorado Communities of:

Rio Blanco  
Mesa  
Moffat

### Colorado Chambers of Commerce:

Fruita  
Rangely  
Dinosaur

### Colorado Department of Transportation – Region 3

### USDI – Bureau of Land Management

White River Resource Area  
Grand Jct. Resource Area  
Vernal Field Office  
San Juan Field Office  
Moab Field Office

### USDI – National Park Service:

Dinosaur National Monument  
Archer National Park  
Canyonlands National Park  
Southeast Utah Group National  
Park Service

### Uncompahgre National Forest

### Ashley National Forest

### Dinamation International Society

### Prehistoric Times Regional Magazine

### Museum of Western Colorado

### Utah Cities & Towns of:

Vernal  
Roosevelt

### Utah Communities of:

Uintah  
Duchesne  
Carbon  
Emery  
Grand  
San Juan

### Utah Chambers of Commerce:

Carbon County  
Moab

### Utah Department of Transportation Regions 3 & 6

### Canyonlands Natural History Assoc.

### Dinosaurland Travel Board

### Carbon County Travel Bureau

### Castle Country Travel Region

### Grand County Travel Council

### Utah Field House of Natural History State Park

### Dan O'Laurie Canyon Country Museum

## **I. Purpose:**

The purpose of this agreement is to organize and empower a partnership for the development, management, marketing and promotion of the Dinosaur Diamond and to provide for the protection and proper management of all resources associated with the effort. This Memorandum of Understanding organizes the Dinosaur Diamond partnership with the above entities to the proper planning, development, management, and protection of all resources associated with this effort.

## **II. Background and Objectives:**

The Dinosaur Diamond is a circular tour route that connects nine communities in Eastern Utah and Western Colorado: (Vernal, Price, Moab, Duchesne and Roosevelt in Utah and Fruita, Grand Junction, Rangely and Dinosaur in Colorado). The tour route features a dinosaur theme and offers a variety of dinosaur and other prehistoric and historic resources for visitors to explore while traveling from one destination to another. The Dinosaur Diamond will attract visitors to experience the dinosaur era through hands-on activities, self guided walks and tours, and educational programs set up in each community. The Dinosaur Diamond links various dig sites, trails, museums, National Parks and Monuments, prehistoric rock art sites and other attractions as well as other recreation opportunities and activities such as camping, hiking, biking, and hang gliding in and near the dinosaur communities.

The Objectives of the Dinosaur Diamond are to:

1. Develop dinosaur and other prehistoric resources of Western Colorado and Eastern Utah into a destination for dinosaur enthusiasts and increase visitation over the next decade.
2. Develop comprehensive marketing, promotional and interpretive materials that help visitors enjoy and understand the prehistoric resources of the area.
3. Emphasize preservation and protection of resources while displaying and interpreting them in a scientific manner.
4. Be officially designated as the "Dinosaur Diamond Prehistoric Highway" (both state and national designation) and complete a comprehensive management plan.
5. Facilitate funding through internal and external sources.

## **III. Mutual Benefits**

The main benefit of this agreement is to develop a long term partnership that includes the local community, tourism, and land managing agency's interests. The Dinosaur Diamond Partnership will provide a common vision and direction for the future management of the Dinosaur Diamond Prehistoric Highway.

Other benefits of this agreement include:

Allow people from all communities that have an interest in or are affected by the Dinosaur Diamond Prehistoric Highway to have direct input into the development of the partnership and comprehensive management plan.

Bring forth an appropriate balance between protection and promotion for the Dinosaur Diamond Prehistoric Highway area and its resources.

Collaboration of partners in various planning or management efforts such as: city, county and land management agency land use and master plans or management of parks or areas will help reduce duplication of efforts or infrastructure and improve overall management of areas, facilities, activities, etc.

Increase the ability for all members of the partnership to effectively implement a comprehensive management plan through shared resources such as internet, farm tours, and other marketing efforts.

Use of the official copyright logo for local events and marketing efforts.

Create jobs and income for the citizens of small communities along the Dinosaur Diamond route.

#### **IV. Organization**

A steering committee consisting of a total of seven members will be formed. The steering committee will be responsible for the selection of two co-chairpersons, one each from Utah and Colorado, as well as a secretary and a treasurer. The steering committee is an advisory committee and will be responsible for proposing bylaws for the partnership, assisting in the setting of the overall direction and priorities of the organization and the implementation of the decisions made by the full partnership.

The steering committee will consist of three representatives from Utah and three representatives from Colorado. In Colorado the communities of Fruita and Grand Junction will each select one representative, and the communities of Rangely and Dinosaur will share in the selection of one representative. In Utah the representatives will be selected at the discretion of the three regions: the Uintah Basin (Uintah and Duchesne Counties), Grand/San Juan Counties and Carbon/Emery Counties. All representatives will be selected to represent their respective communities and entities within their regions. One member will represent the Ute Indian Tribe, Uintah and Ourey Agency and one member will represent the involved federal land management agencies, as determined by the represented agencies. All eight representatives shall be ratified by the full partnership. Alternates may be appointed and sent to specific meetings at the discretion of the individual regions or communities.

Each member of the partnership will have a voice in all matters pertaining to the Dinosaur Diamond effort. The full partnership will have a vote to ratify the bylaws including how decisions will be made. The full partnership will make all final decisions related to the Dinosaur Diamond by a simple majority vote at regular meetings.

Partners may be assigned to working or standing committees to complete various tasks associated with the objectives and goals of the Dinosaur Diamond. Committees may be formed to complete projects or assignments, such as:

- Prehistoric Highway designation and management plan.
- Development/implementation of interpretive and educational materials, signs, sites, etc.
- Develop visitor information (maps, brochures, etc.)
- Assess visitor needs.
- Implementation of the marketing/promotion plan component.
- Participate in the steps for incorporation as a non-profit organization.
- Develop funding.
- Provide monitoring and evaluation of the management plan.

#### **V. Statement of Work:**

The primary goal of this cooperative project is to develop and implement a comprehensive management plan for the Dinosaur Diamond Prehistoric Highway that will be satisfactory to the public and private entities and individuals with a strong interest or affected by the project. The partners will work together with other public and private interests to achieve the goals and objectives of this effort.

All partners agree to:

1. Assist with development of a comprehensive management plan and designation of the prehistoric highway.
2. Provide necessary visitor information and services including identification of infrastructure needs appropriate to each entities respective areas and missions.
3. Assist with identification of funding alternatives for implementation and maintenance of plan recommendations.
4. Participate on standing or adhoc committee(s).
5. Be responsible for the appropriate use of the official copyright Dinosaur Diamond logo for local events and promotional purposes.

The Communities and Counties agree to:

1. Appoint and empower a regional representative to the Dinosaur Diamond steering committee.
2. Inform the partnership of proposed local projects, marketing efforts, etc. that are being implemented and are related to the Dinosaur Diamond Highway.

The Colorado and Utah Departments of Transportation agree to:

Administer any byway funding for the Dinosaur Diamond Prehistoric Highway in accordance with the provisions of the Intermodal Surface Transportation Efficiency Act (or any ISTEA Reauthorization), as administered by the Federal Highway Administration.

**VI. Protection of Resources:**

All public and private resource management agencies and managers or owners of resources, facilities or areas that are marketed and promoted as part of the Dinosaur Diamond Prehistoric Byway effort, agree to continue to provide protection of the resources, facilities and areas within their jurisdictions. Sufficient plans and/or management of resources, facilities and areas are necessary to insure that public use, enjoyment, and safety as well as the resource base, is sustained over the long term. Those resources, facilities or areas that do not have proper management plans or are not currently managed and/or protected, or are in an unsafe condition, may not be marketed and promoted for public use until sufficient management or management plans or safety issues have been completed, implemented and/or corrected.

**VII. Financial Support of the Dinosaur Diamond:**

All public and private participants in this partnership agree to assist in the search for and assist in securing sustainable sources of financial support. Financial support may be in the form of monetary donations to the partnership, grants in various forms, challenge cost-share funding, volunteer efforts, in-kind services, planning and implementing projects that directly benefit the Dinosaur Diamond effort and other appropriate sources of support.

**VIII. Term and Termination:**

This agreement will be in effect upon receipt of the last signature and will remain in full force and effect until terminated by a majority of the partnership.

**IX. Amendments and Modifications:**

This MOU may be modified or amended by majority vote according to the bylaws. Modification or amendments shall be in the form of a written statement specifying the exact terms and conditions to be changed. The terms of this MOU may be renegotiated at any time at the initiative of one or more of its participants, following 30 days written notice to the other participants.

**IX. Civil Rights and American With Disabilities Acts:**

Activities conducted under the MOU will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-239 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. During

performance of this agreement, the participants will not discriminate against any individual because of race, color, religion, age, sex, marital status, disability or national origin.

Partners will be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted along with the universal design policy and direction in planning, design and construction of sites, facilities and programs.

**XI. It is mutually agreed and understood by and among the partners that:**

- A. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds
- B. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- C. Addition of members to the partnership will be made with the concurrence of a majority of the participants.
- D. Any member of the partnership may withdraw at any time and for any reason without penalty.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the last date written below. Signature does not imply commitment of any monies by any one entity for this effort.