

Harney County Cooperative Weed Management Area Memorandum of Understanding

Between
Bureau of Land Management, Burns District
MOU #
and
Burns Paiute Tribe
and
City of Burns
and
City of Hines
and
Oregon Department of State Lands
and
Eastern Oregon Agricultural Research Center
and
Malheur National Forest, Emigrant Creek Ranger District
and
Harney County Watershed Council
and
Harney County
and
Harney Soil and Water Conservation District
and
Harney County Weed Board
and
Oregon Department of Fish and Wildlife
and
Oregon Department of Transportation
and
Oregon State University Extension Service
and
United States Fish and Wildlife Service, Malheur National Wildlife Refuge
And
Natural Resources Conservation Service

This Memorandum of Understanding (MOU) is entered into by and between the Bureau of land Management-Burns District, Paiute Tribe, City of Burns, City of Hines, Oregon Department of State Lands, Eastern Oregon Agricultural Research Center, Malheur National Forest, Emigrant Creek Ranger District, Harney County Watershed Council, Harney County, Harney Soil and Water Conservation District, Harney County Weed Board, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Oregon State University Extension Service, United States Fish and Wildlife Service- Malheur National Wildlife Refuge, Natural Resource Conservation Service.

A. Authority:

This MOU is made under the Authority of the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148), the Granger-Thye Act of April 24, 1950, the federal Noxious Weed Act of 1974 (PL94-629), the BLM Noxious Weed Strategy for Oregon and Washington (August 1994), the BLM “Partners Against Weeds” (January 1996), “Pulling Together” National Strategy for Invasive Plant Management (March 1998), “Stemming The Invasive Tide” Forest Service Strategy for Noxious and Nonnative Invasive Plant Management (September 1998), the Invasive Species Executive Order of February 3, 1999, the Fish and Wildlife Act of 1959 (16USC 742), the Fish and Wildlife Coordination Act (16 USC 661-667), and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a).

B. Purpose:

The purpose of this Memorandum of Understanding is to establish a relationship facilitating cooperation among all parties to manage a common problem with noxious weeds. To facilitate a coordinated, comprehensive approach to manage noxious weeds within Harney County, Oregon. Provide a communication forum to keep all parties informed regarding noxious weed control concerns and activities. All of the above mentioned agencies and entities have a combined interest in working as a Cooperative Weed management area for Harney County, Oregon. Establish guiding principles under which the parties will participate and work as a Harney County Cooperative Weed Management Area (Harney County CWMA) that will coordinate activities necessary for the prevention and control of noxious weeds in Harney County.

C. MUTUAL BENEFIT:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, controlling, monitoring, and preventing the establishment and spread of invasive weeds (integrated invasive weed management) across jurisdictional and ownership boundaries within the CWMA. All parties also agree it is to their mutual benefit to work cooperatively to educate, train, and share technology and information with agency and general public personnel about invasive weeds, and to work cooperatively to make the best use of available funds to manage the invasive weed problems within the Harney County CWMA.

D. ITEMS OF AGREEMENT:

See Appendix A. A statement of each party's contribution will continually be updated as needed.

E. It is Mutually Understood and Agreed By and Between the Parties That:

1. A Harney County CWMA Steering Committee will be established, consisting of a representative from each signing party to provide Harney County Cooperative Weed Management Area (Harney County CWMA) direction and oversight, and to monitor the cooperative noxious weed management activities under this Agreement.
2. The Steering Committee will operate by a 2/3 or more consensus of the quorum with a commitment to cooperation across jurisdictional boundaries as needed.
 - a. No less than 10 days prior to any meeting wherein an action is being taken by consensus, all Steering Committee Members will be notified of the need for such an action and provided an agenda with opportunity to offer written comment or

opinion in lieu of attendance to the meeting. The final decision will be recorded and made available to all signing parties of the Harney County CWMA MOU.

3. Each entity or organization represented on the Steering Committee retains the discretion for taking any action on lands that they control or manage through various individual authorities in lieu of approval by the Steering Committee.
4. The Harney County CWMA Steering Committee will:
 - a. Develop a Harney County CWMA Invasive Weed Strategic Plan.
 - b. Develop a Harney County CWMA Annual Operating Plan (AOP) that lists participating partners.
 - c. Render decisions and guide Harney County CWMA activities consistent with this Agreement and the Strategic Plan.
 - d. Meet as needed (but not less than 4 times/year) to (coordinate) and implement Harney County CWMA activities.
5. No Party is delegating to any other party any decision making authority. Each party will still be responsible for making decisions concerning land or resources under its control.
6. This MOU is neither a fiscal nor a funds obligation document. Nonbinding Agreement- This MOU creates no right, benefit, or trust, responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

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. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.

7. Each signing party, whether an individual, entity, or organization in the Harney County CWMA will actively demonstrate interest and participation toward the benefit of the Harney County CWMA including providing the assistance necessary in integrated noxious weed management projects. New Parties may join the Harney County CWMA by submitting a signed letter indicating agreement with the terms of the MOU, By-laws, and stating items of agreement (*Appendix A*). It is the intent that the Harney County CWMA remains open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues.

8. Pursuant to 41 U.S.C. 22, no US member of, or US delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise there from, either directly, or indirectly.
9. Target noxious weeds will correspond with the Oregon Department of Agriculture's Noxious Weed Policy and Classification system, which has a designation of "A" rated, "B" rated, and "T" rated weeds and sets a priority for control state-wide. Priority will be set by the Harney County Weed List.
10. The MOU in no way restricts Cooperators from participation in similar activities with other public or private agencies, organizations, and individuals.
11. Injuries to employees who perform work under the terms of this MOU shall be covered for said injury by the employee's agencies and shall not be governed by where the injury occurred.
12. Cooperators have, through any authorized representative, the right of access to, and the right to examine all records related to this MOU to the extent provided by law. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
13. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5U.S.C. 522).
14. This instrument is executed as of the last date shown below and shall continue for a period of five (5) years at which time it is subject to review and renewal or expiration.
15. This agreement may be amended as mutually agreed, or cancelled, in whole or in part, by written notice from one party to another, at any time before the date of expiration, except that cancellation may not act to terminate any reimbursement effort (or valid reimbursement claim) under way at the time of such notice.
16. Modifications to this MOU may be proposed by either party and shall become effective upon written concurrence of all the signing parties.
17. The Harney Soil and Water Conservation District (Harney SWCD) shall serve as the Fiscal Agent for the HCCWMA, and as such, shall manage all funds received by the HCCWMA [pursuant to ORS 561.400(2)(g), ORS 190.110, and the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148)], unless otherwise specified and agreed to. The Fiscal Agent may impose an administration fee in accordance to the most currently ratified HCCWMA MOA.

F. DEFINITIONS:

Harney County- the Cooperative Weed Management Area is the geographic area generally contained within Harney County. See Attachment 1. Harney County CWMA Map.

Harney County CWMA Steering Committee- the Steering Committee shall represent the Harney County CWMA and shall consist of a representative of each signing party. The informal Steering Committee shall operate as a steering group and will be responsible for the activities of the Harney County CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

Harney County CWMA Coordinator- the Harney County CWMA Coordinator shall serve as the primary point of contact for all Harney County CWMA business and will assist the Harney County CWMA in carrying out its functions by facilitating communication among Harney County CWMA members, maintaining Harney County CWMA records, and coordinating Harney County CWMA activities under the direction of the Harney County CWMA Steering Committee.

Responsibilities of the Harney County CWMA Coordinator include:

1. Assist the Harney County CWMA Steering Committee in developing and implementing the Annual Work Plan, focusing on projects that address Education/Awareness, Prevention, Control, Monitoring, and Research
2. Assist the Harney County CWMA Steering Committee in developing and managing CWMA projects by:
 - a. Developing project proposals and funding requests
 - b. Developing project budgets
 - c. Tracking project progress including income, expenditures, and project deadlines
 - d. Developing and submitting project reports
3. Maintain Harney County CWMA Records including:
 - a. MOU's, Bylaws, and Agreements
 - b. Coordinate meetings
 - c. Meeting Minutes, meeting agendas
 - d. Project Budgets and Financial Reports
 - e. Annual Reports
4. Facilitate communication:
 - a. Among Harney County CWMA members and landowners
 - b. To the general public regarding Harney County CWMA objectives, activities, and accomplishments

Working Committee- As new projects are identified the Harney County CWMA Steering Committee will select a Working Committee comprised of the partners of the Harney County CWMA to address pertinent issues and logistics of each project and make suggestions to the CWMA Steering Committee. The Working Committee may also solicit or accept input for consideration from other experts or interested parties.

Annual Work/Operating Plan- The yearly plan prepared by the Steering Committee that identifies activities, projects, and responsible parties. The annual operating plan will also contain the financial plan for the year.

Financial Plan- A table identifying projects with estimated costs and potential sources of funding.

Delete :Fiscal Agent- The Harney Soil and Water Conservation District (Harney SWCD) will serve as the Fiscal Agent for the Harney County CWMA, and as such, shall manage all funds received by the Harney County CWMA [pursuant to ORS 561.400(2)(g), ORS 190.110, and the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148)], unless otherwise specified and agreed to.

Responsibilities of the Fiscal Agent include:

1. Deposit and classify all Harney County CWMA funds
2. Prepare checks, draft, and other orders for payment of obligations in the name of Harney County CWMA in a timely manner
3. Prepare and present financial reports at each Steering Committee meeting
4. Meet with the Harney County CWMA Coordinator at least quarterly to reconcile financial records.

F . PRINCIPLE CONTACTS: See Appendix B. This list will be updated as necessary to accurately reflect the current contact for each party.

Delete: IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

BUREAU OF LAND MANAGEMENT,

BURNS DISTRICT _____ DATE _____

By: _____ Title: _____

BURNS PAIUTE TRIBE _____ DATE _____

By: _____ Title: _____

CITY OF BURNS _____ DATE _____

By: _____ Title: _____

CITY OF HINES _____ DATE _____

By: _____ Title: _____

OREGON DEPARTMENT OF STATE LANDS _____ DATE _____

By: _____ Title: _____

EASTERN OREGON AGRICULTURAL RESEARCH STATION _____ DATE _____

By: _____ Title: _____

MALHEUR NATIONAL FOREST,

EMIGRANT CREEK RANGER DISTRICT _____ DATE _____

By: _____ Title: _____

HARNEY COUNTY _____ DATE _____

By: _____ Title: _____

HARNEY COUNTY WEED BOARD _____ DATE _____

By: _____ Title: _____

HARNEY COUNTY WATERSHED COUNCIL _____ DATE _____

By: _____ Title: _____

HARNEY SOIL AND WATER CONSERVATION DISTRICT _____ DATE _____

By: _____ Title: _____

NATURAL RESOURCE CONSERVATION SERVICE _____ DATE _____

By: _____ Title: _____

OREGON DEPARTMENT OF AGRICULTURE _____ DATE _____

By: _____ Title: _____

OREGON DEPARTMENT OF FISH AND WILDLIFE _____ DATE _____

By: _____ Title: _____

OREGON DEPARTMENT OF TRANSPORTATION _____ DATE _____

By: _____ Title: _____

OREGON STATE UNIVERSITY EXTENSION SERVICE DATE

By: _____ Title: _____

UNITED STATES FISH AND WILDLIFE SERVICE,

MALHEUR NATIONAL WILDLIFE REFUGE DATE

By: _____ Title: _____