

MEMORANDUM OF AGREEMENT

BETWEEN HARNEY SOIL & WATER CONSERVATION DISTRICT AND THE HARNEY COUNTY COOPERATIVE WEED MANAGEMENT AREA

THIS MEMORANDUM OF AGREEEMENT (MOA) is entered into this 20th day of December, 2012, by and between the Harney Soil & Water Conservation District (SWCD), and The Harney County Cooperative Weed Management Area (hereinafter called HCCWMA), whose principal place of business is at the Harney County Courthouse at Buena Vista, Burns, OR 97720.

PURPOSE

The purpose of this MOA is to establish a mutual framework governing the respective organization relationships, responsibilities, and activities between the Harney SWCD and the HCCWMA. Both organizations share common goals of ensuring the economic viability of Harney County citizens and maintaining intact ecosystems. This agreement is primarily for the utilization of fiscal and contract resources available through the Harney SWCD.

AUTHORITY

a. Oregon Revised Statute ORS 190.110

1. DESCRIPTION OF SERVICES/GOOD TO BE PROVIDED

a. Goods and/or services that Harney SWCD may provide under this MOA include fiscal, technical and contracting services for procurement of related goods or services as may be agreed upon in the future.

2. ROLES AND RESPONSIBILITIES

The following paragraphs identify responsibilities of the organizations involved:

The SWCD shall provide HCCWMA with goods and/or service in accordance with the purpose, terms, and conditions of this MOA and implementing arrangements, as appropriate. Specifically, Harney SWCD will provide the following services and/or goods:

- 1.1 Establish separate revenue and class accounts within QuickBooks.
- 1.2 Provide technical and contractual support for preparation and award of professional service contracts and/or request for bids for supplies and/or materials.
- 1.3 Provide fiscal management of federal, state, local, and foundation grant funds and ensure compliance with Generally Accepted Accounting Practices (GAAP).
- 1.4 Provide QuickBooks Profit & Loss (P&L) by Class accompanied by the monthly detail of transactions, five (5) days prior to the HCCWMA monthly meeting. As much as possible, the SWCD will present the information at the monthly HCCWMA meetings.

- 1.5 Conduct all federal ASAP withdrawals according to coordinator needs.
- 1.6 Ensure all disbursement are fully documented and approved by the HCCWMA coordinator and/or chairman, according to funder terms and conditions, to provide a clear audit trail.
- 1.7 Ensure compliance with grantor funding contracts to preclude overspending and requesting budget changes as necessary.
- 1.8 Maintain and retain appropriate financials records.
- 1.9 Maintain and make available to the HCCWMA, upon request, all books, records, documents and other evidence pertaining to the costs and expenses relating to this Agreement to the extent and in such detail as will properly reflect all direct cost of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which reimbursement is claimed or payment if made under the provisions of this contract.
- 1.10 Provide an evaluation of the MOA implementation to the HCCWMA & SWCD board.

The HCCWA shall provide SWCD with funding in accordance with the purpose, terms, and conditions of this MOA and implementing arrangement, as appropriate:

- 1.11 Ensure fiscal and project management workload analysis is done prior to submittal of application or grant.
- 1.12 Provide duplicate copies of all grant or financial awards to ensure duplicate, matching records are housed both at SWCD and HCCMA offices.
- 1.13 Coordinate and prepare all landowner contracts post grant award.
- 1.14 Prepare payment approvals for ALL grant payments to vendors, contractors, or landowners by signature authorizing payment and assignment of a class to charge said payment.
- 1.15 Reconcile accounts monthly with SWCD prior to HCCWMA meetings.
- 1.16 Develop contract scope documents for public contracting under SWCD authorities.
- 1.17 Prepare all federal financial requests and associated annual or semi-annual reports.
- 1.18 Provide an evaluation of the MOA implementation to the HCCWMA.

3. DEADLINES FOR DELIVERABLES

On or before June 30, 2013 SWCD will receive a notice from HCCWMA terminating or requesting an extension of the MOA.

4. COMMITMENT OF RESOURCES

- 4.1 The SWCD commits time from District manager, Marty Goold to the HCCWMA along with supplies and materials required to perform the duties of fiscal agent.
- 4.2 HCCWMA is responsible for dedication of coordinator staff time and materials necessary to implement this MOA.
- 4.3 HCCWMA attests and agrees to the following:
 - CWMA will seek a minimum of 10% administration funds on all grants or funds, as allowed.
 - For federal funds, a minimum of 40% of available administration will be allocated to the Harney SCWD for services provided, with the balance retained by the HCCWMA.

- For OSWB and OWEB grants, 80% of the available administration will be allocated to the Harney SCWD for services provided, with the balance retained by the HCCWMA.
- All other funding will be negotiated under the terms of an amendment.

5. TERMINATION OF MOA

Either party may terminate this MOA at any time with or without cause by giving thirty (30) days' written notice to the other party of the intent to terminate.

6. AMENDMENTS TO MOA

This MOA may be modified by mutual agreement of the parties. All modifications shall be in writing.

7. SEVERABILITY

If any provision of this MOA or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provision of this MOA which can be give effect without the invalid provision, and to this end the provisions of this MOA are declared to be severable.

8. CONTENT AND UNDERSTANDING

This MOA is a complete and integrated agreement of the parties.

9. RESERVATION OF AUTHORITY

Nothing in this MOA affects or alters the legal authority of either party.

10. INDEMNITY

The HCCWMA, its members and the officers, shall save and hold harmless the State of Oregon and its Legislative Assembly, the Harney Soil and Water Conservation District, and its members and the officers, employees and agents of either, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities under this MOA.

11. SIGNATURES

SWCD

This MOA will take effect immediately upon the signing of this document by the appropriate officials below:

HCCWMA

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Signature	Title	Signature	Title
Printed Name		Printed Name	
Date		Date	

END OF AGREEMENT

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