

Wasatch County Cooperative Weed Management Area
Memorandum of Understanding

Between

Utah Department of Transportation

Division of Wildlife Resources

Division of Utah State Parks

Wasatch County

Heber City Corporation

Twin Creeks Special Service District

Utah Reclamation Mitigation and Conservation Commission

Heber Valley Railroad

Jordanelle Special Service District

Independence

Hideout

Midway City

Wallsburg

Charleston

Daniel

Bureau of Reclamation

Central Utah Water Conservancy District

USU Extension

Utah Department of Agriculture

Interlaken

This Memorandum of Understanding (MOU) is made and entered into by and between the above listed Federal Agencies, State Agencies, Municipalities, private landowners and associations, and Wasatch County. It is made under the authority of the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148), the Granger-The Act of April 24, 1950, the Federal Noxious Weed Act of 1974 (PL 93-629), the Utah Noxious Weed Law, Title 4, Chapter 17, the Invasive Species Executive Order of February 3, 1999, and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a.)

Purpose:

The above named agencies and cooperators have noxious weed control responsibilities and interests on adjacent and co-mingled lands in the Wasatch County Weed Management Area through the listed authorities. Each of the parties has access to financial, and/or equipment and, personnel for the management of noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer. The Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA (Cooperative Weed Management Area) that includes public relations, education and training in the noxious weed arena as well as coordination of weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate a Steering Committee to implement activities in accordance with this agreement, scheduled meetings and resulting operating plans. It would also provide a communication forum to keep all parties informed of weed control concerns and activities, and/or other resource protection activities relative to integrated weed management. The Federal Agencies involved have been directed by Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement Authority of FY 1999 and beyond, Section 323 (a) to complete and implement cooperative agreements with State agencies and other partners.

MUTUAL BENEFIT:

This Agreement will provide an efficient means of handling, controlling and communicating about noxious weed management in the geographic area covered by this Agreement. The sharing of knowledge, and in some cases resources, will achieve control of weeds while improving working relationships with the partners and members of the public served by each group.

DEFINITIONS:

Wasatch County CWMA-The Cooperative Weed Management Area is the geographic area generally contained within Wasatch County.

CWMA Board -The Board shall consist of one member appointed by each cooperating entity executing this Agreement, and at least two members that represent the public at large. The at

large members shall be appointed by the cooperating entity Board members and shall have a two year term. The Board shall provide oversight and direction for the Steering Committee

Sustaining Partners - Private individuals, organizations or other agencies that have vested interests in the Wasatch County CWMA. These partners, although not signatories of this Agreement, provide significant additional resources to integrated weed management in the Wasatch County CWMA. Partners may serve on the Board or Weed Committee if selected by the Board.

CWMA Steering Committee -The Steering Committee shall consist of five members one of which shall be the County weed supervisor with the remaining four to be appointed by the Board. The four appointed members shall have two year terms. The Committee members should be persons with expertise or interest in integrated noxious weed management. The Steering Committee shall be responsible to and under the supervision of the CWMA Board. The Steering Committee will implement the daily activities of the Annual Operating Plan approved by the Board including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

CWMA Working Committee- A group of individuals to work on specified projects. The Chair of each Working Committee shall be a member of the Steering Committee with members recruited as needed. Each Chair will report to the Steering Committee and Board.

CWMA Treasurer-Wasatch County will act as the CWMA Treasurer and will serve as the fund manager of all funds received. The treasurer shall report to the Board and be subject to audit by an auditing committee appointed by the Board.

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

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

ITEMS OF AGREEMENT:

1. A Board will be established, consisting of a representative from each signing party, and two at-large members. The Board shall provide the Wasatch County Cooperative Weed Management Area direction and oversight, and monitor the cooperative noxious weed management activities under this Agreement.
2. The Board shall meet at least annually to approve annual operating plans and reports of accomplishment. Until a member approves an Annual Operating Plan in writing, it shall not incur any liability for entering into this Agreement. By signing this agreement none of the Governmental agencies waive their sovereign immunity.

3. The Board shall establish a Steering Committee and appoint four of the Steering Committee members and oversee the Steering Committee's operations of the Wasatch County CWMA. The Steering Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.

4. Each entity on the Board retains discretionary prerogative for areas under their individual authority.

5. The Wasatch County CWMA Steering Committee will:

- a) Develop a Wasatch County CWMA Noxious Weed Strategic Plan as necessary.
- b) Develop a Wasatch County CWMA Annual Operating Plan
- c) Render decisions and guide the Wasatch County CWMA activities consistent with this Agreement, the Strategic Plan and the Board Requirements.
- d) Meet as necessary to implement Wasatch County CWMA activities.
- e) Provide an annual written report of project accomplishments to the Board
- f) Be comprised of a Chair, Vice-Chair and Recorder, and general members as determined by this agreement.
- g) Require written approval for CWMA expenditures from two Steering Committee members which will include at least the Chair and/or Vice- Chair.

6. It is recognized that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. Cooperators agree to provide resources to each other as resources and legal authorities may permit. Cooperators also recognize that policy and guidelines set by the respective governing bodies must be followed.

7. This MOU is neither a fiscal nor a funds obligation document. 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 competitive award. Any contract or agreement must fully comply with all applicable requirements for competition.

8. Sustaining Partners for integrated weed management in the Wasatch County CWMA include but are not limited to, any private citizen, other weed committees or CWMA's. These entities have vested interests in the Wasatch County CWMA and provide assistance necessary in integrated noxious weed management.

9. Modification within the scope of this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Cooperators are not obligated to fund any changes not properly approved in advance.
10. Termination; Any party may terminate their own participation in this Agreement in whole, or in part, at any time before the date of expiration. Notice of termination must be in writing and shall be given to the Steering Committee and Board Chair. Party(s) shall not incur any new obligations for the terminated portion of this Agreement after the effective date and the Steering Committee shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Any terminating party who has received a windfall of funds or services through this agreement will reimburse the CWMA for the amount of the windfall.
11. Completion Date; This Agreement is executed as of the date of last signature and, unless sooner terminated, is effective through December 31, 2030, at which time it will expire unless renewed.
12. Extended Term; Cooperators, by written modification to this Agreement, may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the expiration date of this Agreement, including the subsequent performance periods. Any of the parties herein may terminate their own participation in this Agreement by providing 30 days written notice to the other parties.
13. Any exchange or use of equipment other than when accompanied by a representative of the Cooperator owning this equipment will be documented with existing damages noted in the documentation. The using Cooperator will assume repair responsibilities only for damages caused by negligence and are not responsible for items of normal wear and tear.
14. Injuries to employees who perform work under the terms of this Agreement shall be covered for said injury by the employee's agency and shall not be governed by where the injury occurred.
15. All signing parties will be responsible and accountable for their own funds, equipment and personnel, except as noted above.
16. Additional Parties: Additional government agencies or large private landowners may join the CWMA as signatories or sustaining members upon approval by the Board. An entity desiring to become part of the CWMA shall submit a written request to the Steering Committee which shall make a recommendation to the CWMA board. If approved by the Board the Steering Committee shall have any necessary documents prepared for execution by the joining entity.
17. Principal Contacts; Principal contacts for each member of this agreement shall be as outlined in Exhibit A which is incorporated herein.

18. Billings and Payment Provisions; Payment, billing arrangements, will be determined from the Annual Program of work and may involve reimbursable or advance payment between the parties to this Agreement as provided in separate agreements.

19. Access to Records; Each Cooperator through any authorized representative, shall have access to and the right to examine all records related to this Agreement. 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.

20. Freedom of Information Act (FOIA); any information furnished to the Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Any information furnished to the state agencies under this agreement is subject to the Government Records Access Management Act, UCA 63G-2-101 et seq.

21. Conflict of Interest; All members of the CWMA Board, Steering Committee or Working Committee shall comply with State and Local conflict of interest laws in awarding of contracts and work agreements.

22. Legal Authority; each cooperator executing this MOU affirms that it has the legal authority to enter into this Agreement, and the institutional and managerial capability to ensure proper planning, management, and completion of the project.

23. Participation in Similar Activities; The Agreement in no way restricts Cooperators from participating in similar activities with other public or private agencies, organization, and individuals.

<u>Cooperators</u>	<u>Signatures</u>	<u>Date</u>
Uinta Wasatch, Cache N. F.	_____	_____
Utah Department of Transportation	_____	_____
Division of Wildlife Resources	Michael S. [Signature] ACTING DIRECTOR	11/10/15
Division of Utah State Parks	[Signature]	2 Nov 2015
Wasatch County	[Signature]	11/3/2015
Heber City Corporation	MAYOR Glen McDonald	11-24-2015
Twin Creeks Special Service District	Randall Phillips	11/3/2015
URMCC	[Signature]	7/5/15
Heber Valley Railroad	[Signature]	NOV 2, 2015
Jordanelle Special Service District	Randall Phillips	11/3/2015
Independence	_____	_____
Hideout	_____	_____
Midway City	Colleen Bennar	2-6-15
Daniel	[Signature]	4-1-16
Charleston	Mayor Bob Kowallis	5 Nov 2015
Wallsburg	[Signature]	12 JAN 2015
Bureau of Reclamation	Kenny Schuy	1/28/15
Central Utah Water Conservancy District	[Signature]	Nov. 20, 2015
Utah Department of Agriculture	_____	_____
USU Extension	[Signature]	2/18/15
Interlaken	_____	_____