
APPENDIX 2. MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING
BETWEEN

ARIZONA DEPARTMENT OF TRANSPORTATION
ARIZONA NATIVE PLANT SOCIETY
ARIZONA-SONORA DESERT MUSEUM
ARIZONA STATE PARKS BOARD
BUREAU OF LAND MANAGEMENT, TUCSON FIELD OFFICE (BLM-MOU-AZ-420-XXXX)
CITY OF TUCSON – DEPARTMENT OF URBAN PLANNING & OFFICE OF CONSERVATION AND SUSTAINABLE DEVELOPMENT
NATIONAL PARK SERVICE, SAGUARO NATIONAL PARK
PIMA ASSOCIATION OF GOVERNMENTS (PAG)
PIMA COUNTY – DEPARTMENT OF NATURAL RESOURCES, PARKS AND RECREATION & DEVELOPMENT SERVICES DEPARTMENT
RURAL METRO CORPORATION
SONORAN DESERT WEEDWACKERS
SONORAN INSTITUTE
TOHONO O’ODHAM NATION
UNIVERSITY OF ARIZONA – COOPERATIVE EXTENSION, OFFICE OF ARID LAND STUDIES, & SCHOOL OF NATURAL RESOURCES
USDA-FOREST SERVICE, CORONADO NATIONAL FOREST
U.S. GEOLOGICAL SURVEY

AND SUBSEQUENT SIGNATORIES

CONCERNING COOPERATION AND COORDINATION IN INVASIVE SPECIES MANAGEMENT IN SOUTHEAST ARIZONA AND THE FORMATION OF THE BUFFELGRASS WORKING GROUP AND ITS ASSOCIATED MANAGEMENT UNITS

I. PREFACE

The parties to this agreement:

- either have stewardship responsibilities for natural resources mandated under federal or state statute or by policy or they have a public interest in such stewardship as identified in their organizational missions.
- recognize that invasive species, not limited to those regulated as noxious weeds under state or federal law, potentially threaten the long-term persistence of individual plant and animal species and entire natural communities within Southeast Arizona.
- acknowledge that independent effort, by itself, will not be able to solve an invasive species problem, as invasive species cross jurisdictional boundaries with impunity; therefore, the parties recognize that cooperation

among agencies and other groups is necessary for effective management and enables them to “pool” resources to work toward common goals.

- desire to use an integrated approach to invasive species management.
- desire to prevent introduction and spread of invasive species into Southeast Arizona as the most cost-effective and efficient means of managing invasive species and preventing natural resource degradation.
- desire to develop and implement best management practices that can mitigate the impacts of their activities on the spread of invasive species.
- see value in highlighting the lack of information on control methods, vector sources and pathways, impacts to natural communities and native species, and other existing research data gaps as a means to encourage research community and funding source interests in these areas.
- acknowledge benefits of developing data collection and management systems that can facilitate, among the parties, coordination, priority setting, and inventory and monitoring strategies, while enabling transfer of compatible data to regional and national databases.
- seek opportunities to coordinate and combine education and outreach efforts.

II. PURPOSE

In consideration of the preceding findings, the purpose of this Memorandum of Understanding (MOU) is to enable the parties to:

- (1) cooperatively develop common management objectives,
- (2) facilitate effective response actions to control or prevent the spread of invasive species,
- (3) restore natural communities within Southeast Arizona through a voluntary, but coordinated team of individuals and organizations responsible for invasive species management, and
- (4) facilitate funding from multiple sources through various documents and agreements.

The initial focus of this agreement will be on invasive plants; however, the parties reserve the ability to address invasive animals.

III. SCOPE

To better leverage available resources and gain management effectiveness, government and nongovernmental organizations across the United States—and in some cases across international boundaries—have been banding together to coordinate their efforts in the fight against invasive species. At the most local level of coordination, cooperative invasive species management areas (CISMA; see Definitions section) are established that focus on the on-the-ground actions that need to occur to prevent or control the spread of invasive species and to mitigate their ecological and economic impacts within a particular geographic area. Above this level of coordination, regional, state, national, and international coordinating councils of one kind or another may form to address broader programmatic invasive species issues or to provide technical, funding, and other resource assistance to CISMAs. For example, at the national level within the United States, the National Invasive Species Council, established in accordance with 1999 Presidential Executive Order on invasive species, is meant to coordinate the efforts of federal departments and agencies in regard to national invasive species policy and management actions.

IV. AUTHORITIES

Each signatory to this MOU will identify on its individual signature (execution) page the relevant authority that enables it to sign an MOU.

V. DEFINITIONS

Annual operating/management plan.—A written document that describes in detail the methods, funding, and roles and responsibilities of the participants involved in a cooperative invasive species management area. The plan addresses, on an annual basis, how the goals and objectives of the strategic plan will be implemented (definition modified from *Guidelines for Coordinated Management of Noxious Weeds: Development of Weed Management Areas*, a joint publication of the Bureau of Land Management, Forest Service, and National Park Service).

Cooperative invasive species management area (CISMA).—An area that shares common biotic characteristics, such as a common suite of invasive plants or animals, and is identified by specific boundaries that form a logical area for the management of invasive species. The bounded area can be based on criteria other than existing jurisdictional boundaries (definition modified from the Guidelines publication), and sometimes are further sub-divided into management units to facilitate better coordination of efforts. Some CISMAs are not based on specific areas, but rather focus on the control of a specific invasive species.

Control.—As appropriate, eradicating, suppressing, reducing, or managing invasive species populations, preventing spread of invasive species from areas where they are present, and taking steps such as restoration of native species and habitats to reduce

the effects of invasive species and to prevent further invasions (Executive Order 13112).

Integrated invasive species management.—A management system that uses all suitable methods in an environmentally sound and compatible manner to reduce invasive species populations to levels below those causing unacceptable economic or ecological consequences (definition modified from the Guidelines publication).

Invasive species.—An alien [non-native, exotic, introduced] species whose introduction does or is likely to cause economic or environmental harm or harm to human health (Executive Order 13112).

Non-native species.—With respect to a particular ecosystem, any species, including its seeds, eggs, spores, or other biological material capable of propagating that species, that is not native to that ecosystem (Executive Order 13112 definition for alien species). A species is considered non-native when it is located outside its natural range or its natural zone of dispersal.

Noxious weed. — Those plant species designated as such by federal or state law. Noxious weeds represent a subset of those plant species that can be considered invasive plants. Noxious weeds generally will possess characteristics of aggressiveness and difficulty to manage. The definition generally applies to any living stage or viable plant part (including, but not limited to, seeds and reproductive parts) of a designated plant species; however, Arizona State law separately regulates the purity of seeds used for planting that may contain a designated noxious weed.

Prevention.—Activity (inspection, regulation, sanitation, education) that will reduce the likelihood of introduction of a targeted (or in many cases non-targeted when best management practices are followed) invasive species into a CISMA (definition modified from the Guidelines publication).

Steering committee.—A group of individuals assigned, appointed, or elected to collectively complete a strategic plan for an invasive species council and/or a specific CISMA, oversee implementation of such a plan, and provide assistance to the operational needs of individual management areas and the development of their annual operating/management plans (definition modified from the Guidelines publication).

Strategic plan.—A plan that documents the broad goals and coordination strategies of an invasive species working group, invasive species council and/or its associated CISMAs. Such a plan provides the long-term vision (five years or longer) for the working group/council/CISMA, provides programmatic assistance to individual CISMAs for developing their annual operating/management plans, and provides a template for the program plans of its individual participants.

Weed.—Any plant that is growing in a place where it is not wanted and interferes with management objectives for that place. The term has no scientific meaning. Weeds

commonly are considered to share certain attributes: they are adept at colonizing disturbed habitats (though not all plants that are colonizers are weeds), such as plowed fields and roadsides; they are numerous and grow aggressively; and they are bothersome and generally have no economic value. A plant does not have to be non-native to be considered a weed.

VI. RESPONSIBILITIES

Each of the undersigned parties mutually agree to:

A. Participate in the Buffelgrass Working Group and, as appropriate to their geographic area of interest (within a management unit). Membership on the steering committee is not a prerequisite to be a participant.

B. Share resources. The parties will mutually agree on the process by which resources will be shared, based on agency or organizational policy, regulations, capability, and consistency with applicable state or federal law. Sharing of federal resources or transfer of federal funds to nonfederal agencies requires legal authority to do so and must be carefully examined before such transfers or sharing is accomplished. A separate agreement in the form of a cooperative agreement or contract, when otherwise deemed legal under applicable law, will be required in most cases for the transfer of funds or other resources between federal agencies or between federal agencies and non-federal agencies. In those cases in which an MOU is deemed sufficient to allow a sharing of a resource between any of the parties, this MOU will serve as the agreement to do so.

C. Provide resources of their own, to the extent each party determines it is capable of doing so, in the form of funding, manpower, equipment, supplies, or other items needed to implement invasive species management activities.

D. Share non-sensitive data and information that can facilitate the operation and management effectiveness of the Buffelgrass Working Group and its associated management units, including, but not limited to: invasive species occurrence data, control methods, and prevention strategies. This may require execution of supplemental data share agreements. The parties will seek opportunities, when not otherwise precluded by other requirements, to make use of common data collection protocols and data management systems to facilitate coordination among themselves and compatibility with regional and national data standards and data management systems.

E. Provide a representative to the Buffelgrass Working Group steering committee whenever a party desires to have representation on the steering committee. Parties to this MOU that do not desire to have representation on the steering committee can still participate in the activities of the Working Group, as well as benefit from the sharing of information and best management practices that occurs within these entities; however, by not seeking membership on the steering

committee they are less likely to play a role in determining Buffelgrass Working Group objectives and project priorities.

F. Participate in the development and/or approval of strategic and annual/operating management plans for the Buffelgrass Working Group, as appropriate.

G. Alternative Dispute Resolution: The parties agree to engage in any alternative dispute resolution procedures mandated by their respective statutes, regulations, and court rules, including but not limited to A.R.S. Section 12-1518 and 5 U.S.C. Section 575, if applicable.

H. Cancellation Due to Conflict of Interest: All parties are put on notice that this agreement is subject to cancellation by the State of Arizona due to illegal conflict of interest pursuant to A.R.S. Section 38-511.

I. Open Records: Pursuant to A.R.S. Title 35-214 and 35-215 and Section 41.279.04 as amended, all books, accounts, reports, files and other records relating to the contract shall be subject to all reasonable times to inspection and audit by the State for five years after contract completion. Such records shall be reproduced as designated by the State of Arizona.

J. Non-Discrimination: All parties are hereby put on notice that this agreement is subject to Executive Orders 99-4 and 75-11, entitled "Prohibition of discrimination in State Contracts – Non-discrimination in Employment by Government Contractors and Subcontractors." Said non-discrimination orders, by reference, are made part of this agreement.

K. Non-Availability of Funds: This agreement shall be subject to available funding and nothing in this agreement shall bind any party to expenditures of funds for purposes outlined in this agreement.

VII. IMPLEMENTATION

A. Steering Committee Establishment. A steering committee shall be established with membership consisting of a designated representative of each initial signatory to this MOU that desires to have representation on the steering committee. Signatories will indicate their desire to have representation on the steering committee on their execution page.

B. Changes in Steering Committee Membership. A signatory to this MOU with representation on the steering committee may remove its designated representative at any time and designate a replacement for any of their representatives that are so removed. Except for the removal and replacement of a designated representative, the initial members of the steering committee shall establish rules and procedures that

govern any changes in membership, such as the addition of new members, beyond those specified above.

C. Steering Committee Responsibilities. The steering committee shall provide programmatic level oversight and assistance related to the operation and function of the Buffelgrass Working Group and its associated management units. The steering committee shall:

- develop initial drafts of strategic plans and annual objectives and project priorities applicable to Southeast Arizona

- assist with the drafting, completion, and implementation of annual operating/management plans

- establish technical teams as necessary to address specific management issues, the composition of which can be volunteers from the signatories to this MOU or from outside groups as needed

- develop and assist in implementing best management practices and organizational invasive species management program templates

- act as an advocate for the needs of its associated management units to the extent allowed by law and the restrictions imposed on any of the signatories to this MOU.

D. Relationship of Steering Committee to Participants within Buffelgrass Working Group’s Management Units.

Participants within a particular management unit coordinate and accomplish the day-to-day invasive species management activities that may be undertaken in accordance with this MOU. The steering committee provides assistance on such activities to the extent that the participants within a particular management unit desire such assistance.

E. Identification and Addition of Members Associated with the Buffelgrass Working Group. Signatories to this MOU are members of the Buffelgrass Working Group. Information pertaining to the geographic scope and participants is included for the Buffelgrass Working Group and its associated management units as an attachment.

New members of the Buffelgrass Working Group can be added at any time. Such additions shall be made by addition of an execution page to this MOU that also identifies whether the new entity elects to participate on the steering committee. Each new participant must sign an execution page to this MOU.

VIII. ADMINISTRATION

A. This MOU shall become effective as of 1 April 2008, providing that at least seven of the entities identified have signed, and shall remain in effect until modified or terminated.

B. Any signatory, including those signatories that are not members of the steering committee, may withdraw from this MOU at any time by providing 30 days written notice to all other signatories.

C. Any signatory, including those signatories that are not members of the steering committee, may propose modifications to this MOU. Modifications will be in the form of an amendment, or in the case of wholesale substantive changes in the form of a revised agreement, and may be negotiated at any time following 30 days written notice to the other signatories. Modifications shall become effective upon signature of all parties.

D. Nothing in this MOU will be construed as affecting the authority of the signatories, as a binding beyond their respective authorities, or as requiring any of the signatories to obligate or expend funds.

E. The signatories, or representatives of the parties to the agreement, shall meet on at least an annual basis to: (1) review progress on achieving mutual objectives, (2) identify cooperative work priorities for the coming year, and (3) determine whether the MOU should be maintained as is, modified, or terminated.

IX. APPROVAL

Each party to this agreement will indicate their approval by signing a separate execution page. The use of individual pages for each signatory to designate its approval enables adding signatories without having to reissue an execution page that affects other signatories.

ATTACHMENT I

BUFFELGRASS WORKING GROUP AND ASSOCIATED MANAGEMENT UNITS

GEOGRAPHIC AREA OF COVERAGE

The geographic area of coverage of the Buffelgrass Working Group aligns with the Pima-Santa Cruz Basin Cooperative Invasive Species Management Area boundaries and includes portions of southern and central Arizona, with an emphasis on the partners' management areas. The primary area of interest includes the eastern three-quarters of Pima County, a small southeastern portion of Maricopa County, southern portions of Pinal County and most of Santa Cruz County (Figure 1). This area may be modified as new partners and management needs are identified.

Arizona Cooperative Weed Management Areas

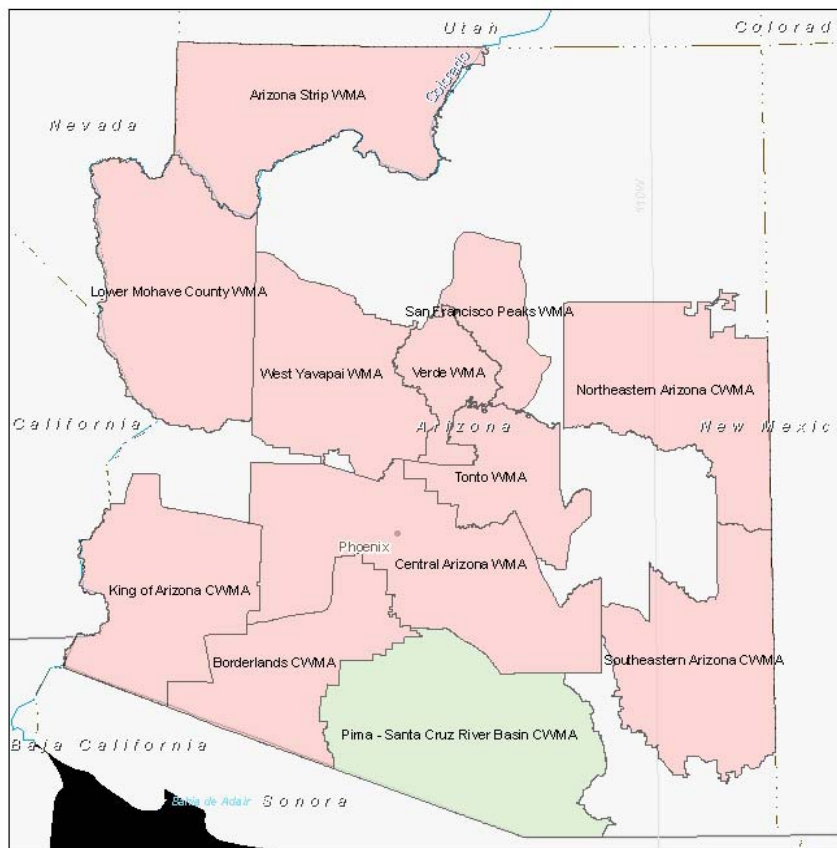


Figure 1. Cooperative Weed Management Areas in southern Arizona. The proposed geographic boundaries for the Buffelgrass Working Group and associated MOU are shown in green.