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# Memorandum of Understanding Upper Chewaucan Watershed Partnership

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*Official Copy-Adopted and Signed*

**Between**

Lake County Umbrella Watershed Council

Lakeview Soil and Water Conservation District

USDA Bureau of Land Management (Lakeview District)

USDA Forest Service (Fremont-Winema) National Forest

Oregon Department of Fish and Wildlife

O'Leary Ranch, Inc

Murphy Ranch

J-Spear Ranch

This Memorandum of Understanding, here after called (MOU), is entered into by and between Lake County Umbrella Watershed Council, Lakeview Soil and Water Conservation District, Bureau of Land Management Lakeview District, USDA Forest Service Fremont- Winema, Oregon Department of Fish and Wildlife, O'Leary Ranch, Inc, Murphy Ranch, and J-Spear Ranch, hereafter called, Cooperators.

## **A. Objective**

The objective of this Memorandum of Understanding is to solidify the Cooperators and goals for the Upper Chewaucan Watershed Partnership and the collaborative relationship between the Upper Chewaucan Watershed Partnership and the existing Upper Chewaucan Strategic Implementation Area Team.

## **B. Authority:**

This MOU is made under the following authorities:

1. This MOU is made with the foundational support of the Upper Chewaucan Strategic Implementation Area (SIA) Partnership Team, which has since expanded to include other

collaborators. The goals and objectives of the SIA are identified within the OWEB grant #220-8010-17513.

2. Section 307(b) of the Federal Land Policy & Management Act of 1976, 43 U.S.C. 1737(b), authorizes the Secretary, subject to the provisions of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development and sale of public lands.

The Lake County Watershed Council (LCUWC) will work collaboratively with the Upper Chewaucan Strategic Implementation Area Partnership. Partnership members represent the Lakeview Soil & Water Conservation District (SWCD), Lake County Natural Resource Conservation Service (NRCS), Oregon Department of Agriculture (ODA), Oregon Department of Fish and Wildlife (ODFW), Oregon Watershed Enhancement Board (OWEB), Fremont-Winema National Forest (USFS), Oregon Department of Forestry (ODF) and private landowner base.

### **C. Purpose:**

All of the above-mentioned agencies and entities, as Cooperators, have a combined interest in the establishment of the Upper Chewaucan Watershed Partnership (UCWP) for the Upper Chewaucan Watershed in Lake County, Oregon. The Upper Chewaucan Watershed Partnership comprises six organizations including U.S. Bureau of Land Management, U.S. Forest Service, Lakeview Soil and Water Conservation District, the Lake County Umbrella Watershed Council, Oregon Department of Fish and Wildlife, and three private landowners. The UCWP will collaborate with the existing Upper Chewaucan SIA partners, which include NRCS, SWCD, ODA, OWEB, USFS, ODFW, LCUWC, ODF and additional collaborators that have joined since the initial formation of the Upper Chewaucan SIA Partnership, including Department of Environmental Quality (DEQ), and Lake County Commissioners.

The UCWP is focused on watershed function which initially began as developing a baseline for water quality parameters, but has since expanded to address water quality and aquatic habitat post catastrophic wildfire. Between 2019 and 2021, after the Upper Chewaucan SIA Team was formed, nearly 75% of the Upper Chewaucan watershed was burned due to catastrophic wildfires, so this major effect needs to be addressed. The Upper Chewaucan Assessment has subsequently been completed to do just that, and serves as our foundation for restoration projects moving forward. The Upper Chewaucan is home to fish species like Tui Chub, Speckled Dace, and endemic Chewaucan Redband Trout, which is considered a species of concern by the Oregon Department of Fish and Wildlife. Initial funding will be used for project design for restoration of this unique watershed in the high desert. If granted, future implementation funding will be used for project engineering, permitting, and construction. Anticipated goals and projects include aquatic habitat connectivity through instream and fish passage work, erosion control through re-vegetation, proper riparian and wetland function to improve water quality, and the management of post-fire invasive plant species that are compromising watershed function.

The vision of the UCWP is for the Chewaucan River and nearby streams to provide a healthy, connected watershed with improved water quality for the benefit of aquatic species unique to this part of Oregon. Addressing existing limiting factors will require a collaborative effort among UCWP members, the local community, landowners and water users.

This goal will be accomplished through the general direction of the UCWP.

## D. Administration

1. **Records Management:** UCWP owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and upon termination of the agreement will be turned over to each of the undersigned agencies below.

UCWP shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

2. **Public Records:** Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.
3. **Modification:** Modifications within the scope of the 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.
4. **Non-Fund Obligating Document:** This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement 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. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
5. **Termination:** Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.
6. **Commencement/Expiration Date:** This agreement is executed as of the date of last signature and is effective for five years beyond that date at which time it will expire unless extended.

## E. Mutual Benefit:

All cooperators to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, implementing, and monitoring projects, while leveraging for project funding to reach the goals of the Partnership. The Partnership's overarching goal is to enhance water quality and aquatic habitat while restoring dynamic hydrologic and geomorphologic processes. The UCWP will work across jurisdictional and ownership boundaries within the Upper Chewaucan Watershed. All Cooperators also agree it is to their mutual benefit to work cooperatively to educate, train and share technology amongst the partnership members.

## F. Items of Agreement and Guiding Principles:

1. **The UCWP will use a collaborative approach to project development and execution.** Strategic Action and Design Plan (Plan) implementation will require coordination among UCWP members. Members will contribute their respective expertise regarding natural resources (fisheries, vegetation, wetlands, etc.) monitoring, funding, agriculture, water rights, and diversion infrastructure.
2. **The UCWP will coordinate with landowners and water users.** The UCWP will coordinate projects with the local community, landowners, and water users. Project execution will benefit from landowner and water user information. The UCWP will strive to maintain trust and support from the local community, through communication, transparency, and project accomplishment and support.
3. **The UCWP will secure funding to support design, implementation, and monitoring.** The UCWP will coordinate project funding opportunities. Many of the UCWP members have funding sources they can apply to upper Chewaucan Watershed projects. Based on past completed projects, member organizations often account for a substantial portion of the project funding needs. Members' contributed funds and other outside funding opportunities the UCWP will pursue, will provide the match-funding required by granting agencies.
4. **The UCWP will retain local contractors to execute project construction, as allowed by law.** The UCWP will solicit bids from local and regional contractors that are typically small businesses that hire or subcontract local residents, with an emphasis on diversity.
5. **The UCWP will institute project monitoring and implement adaptive management to inform future designs.** The UCWP will take a systematic approach to completing baseline, as-built, and out-year monitoring. Baseline monitoring is important for establishing existing conditions to compare to as-built and out-year monitoring results. Monitoring data is reviewed as part of an adaptive management program that applies lessons learned through data collection to improve future project designs. Sharing lessons learned with the UCWP

members and other restoration program practitioners is an instructive way to advance restoration goals.

6. **The UCWP will maintain the current agricultural–based economy and rural lifestyles.** The UCWP will coordinate and plan execution in the context of maintaining and improving existing irrigation systems and land use. The management and operation of the Upper Chewaucan Watershed relies on the experience and knowledge of generations of Upper Chewaucan Watershed landowners. Landowners will be consulted throughout the design process to ensure that any projects completed will allow for permitted use of the land and water systems in the Upper Chewaucan Watershed. The UCWP will pursue projects with landowners and water users who agree to a reasonable level of responsibility in maintaining the project. The UCWP will remain involved with projects after they are completed to ensure that the projects reach their intended results and the system functions as expected.
7. **Supporting Partners, whether private citizens or organizations, in the UCWP must have vested interests in the UCWP and provide the assistance necessary to reach project goals** New cooperators may join the MOU by submitting a signed letter indicating agreement with the terms of the MOU. It is intended that the UCWP remains open and inclusive of all organizations and individuals who wish to work cooperatively on implementing high priority restoration actions.
8. The MOU in no way restricts Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

## **G. Roles Identified for UCWP Members:**

**Upper Chewaucan Watershed Partnership:** The UCWP shall be made up of representatives of the cooperating entities. The UCWP shall operate as a steering group, and will be responsible for development and approval of the Strategic Action and Design Plan for the activities of the UCWP. These activities include, but are not limited to, the planning, fiscal operations, project identification, accomplishments, inventory, monitoring, public awareness, and reporting of UCWP projects.

### **Lake County Umbrella Watershed Council:**

- Contracting with facilitator, engineers and implementation contractors
- Schedule quarterly meetings with UCWP group
- Project & grant management
- Fiscal administration of contracts
- Outreach and planning with landowners
- Seek grant opportunities to leverage funds – future implementation
- Project implementation
- Meeting facilitator

**Lakeview Soil and Water Conservation District:**

- Contracting with facilitator, engineers and implementation contractors
- Schedule quarterly meetings with UCWP group
- Project & grant management
- Fiscal administration of contracts
- Outreach and planning with landowners
- Seek grant opportunities to leverage funds – future implementation
- Project implementation
- Meeting facilitator

**Bureau of Land Management:**

- Technical expertise
- Outreach and planning for BLM lands
- Assist with project implementation and monitoring as necessary and practicable
- Provide local, state, federal, and regional management plans relevant to the project (to be utilized by contractors for plan development). These will be used as tools to guide all actions and outcomes identified in the Strategic Action and Conceptual Design Plan.

**US Forest Service:**

- Technical expertise
- Assist with project implementation and monitoring as necessary and practicable
- Provide funding as appropriate and available
- Project planning
- Provide assistance with obtaining necessary permits for project implementation, including on private lands, through the use of Wyden Agreements
- Provide local, state, federal, and regional management plans relevant to the project (to be utilized by contractors for plan development) tools to guide all actions and outcomes identified in the Strategic Action and Conceptual Design Plan

**Oregon Department of Fish and Wildlife:**

- Technical expertise
- Project planning
- Provide funding as appropriate and available
- Provide local, state, federal, and regional management plans relevant to the project (to be utilized by contractors for plan development) tools to guide all actions and outcomes identified in the Strategic Action and Conceptual Design Plan

**Strategy Plan:** Each year the Upper Chewaucan Watershed Partnership will identify activities, projects and responsible parties to carry out the UCWP Strategic Action and Design Plan.

**Financial Plan:** A table identifying projects with estimated costs and potential sources of funding will be compiled and updated annually by the Lake County Umbrella Watershed Council and/or Lakeview Soil and Water Conservation District.

**Funds Manager:** The Lake County Umbrella Watershed Council (LCUWC) and Lakeview Soil and Water Conservation District (LSWCD) shall manage grant funding.

**Facilitator:** The facilitator (LSWCD and/or LCUWC) shall provide written minutes of the UCWP meetings. The Lake County Umbrella Watershed Council and Lakeview SWCD will retain copies of meeting minutes.

## **H. Principal contacts:**

Lake County Umbrella Watershed Council

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Lakeview Soil and Water Conservation District

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Bureau of Land Management

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United States Forest Service – Fremont Winema National Forest

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Oregon Department of Fish and Wildlife

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J-Spear Ranch

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Murphy Ranch

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O'Leary Ranch

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**G. Signature Page:**

IN WITNESS WHEREOF, the Upper Chewaucan Watershed Partnership, the Lake County Umbrella Watershed Council, Lakeview Soil and Water Conservation District, Bureau of Land Management, Oregon Department of Fish and Wildlife, US Forest Service, O'Leary Ranch, Murphy Ranch, and J-Spear Ranch have executed this Memorandum of Understanding, effective as of the last date written below.

By: <u>Brandi Neider</u> Print Name Authorized Representative	<u></u> Signature	<u>22/01/2024</u> Date
By: <u>Tess Baker</u> Print Name Authorized Representative	<u> Tess Baker (Jan 18, 2024 19:55 PST)</u> Signature	<u>18/01/2024</u> Date
By: <u>J. Todd Forbes</u> Print Name Authorized Representative	<u> Todd Forbes (Jan 19, 2024 12:23 PST)</u> Signature	<u>19/01/2024</u> Date
By: <u>Nick Myatt</u> Print Name Authorized Representative	<u> Nick Myatt (Jan 19, 2024 14:58 PST)</u> Signature	<u>19/01/2024</u> Date
By: <u>Erik J Fey</u> Print Name Authorized Representative	<u> Erik Fey (Jan 19, 2024 10:18 PST)</u> Signature	<u>19/01/2024</u> Date
By: <u>Mike O'Leary</u> Print Name Authorized Representative	<u> Mike O'Leary (Jan 21, 2024 12:39 PST)</u> Signature	<u>21/01/2024</u> Date
By: <u>Brady murphy</u> Print Name Authorized Representative	<u> Brady Murphy (Jan 18, 2024 20:51 PST)</u> Signature	<u>18/01/2024</u> Date
By: <u>Tom M. Shaw</u> Print Name Authorized Representative	<u> Tom M. Shaw (Jan 19, 2024 09:08 PST)</u> Signature	<u>19/01/2024</u> Date