

COOPERATIVE AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
AND
THE GREAT BASIN SOCIETY

RECEIVED
AUG 17 1998
Malheur NWR
Princeton, OR

1. Authorities

This Cooperative Agreement (Agreement) between the U. S. Fish and Wildlife Service, Department of the Interior, hereafter referred to as the Service, and The Great Basin Society, Inc. as agent for the Malheur Field Station, and hereafter referred to as the Society, is hereby issued under the authority of Acts of Congress (16 USC 661-754) and regulations issued pursuant thereto in 50 Code of Federal Regulations, and is negotiated under the authority of 41 CFR 1-3.215.

2. Purpose

This Agreement is to facilitate the cooperation of the two parties as follows:

- A. Use of the former Malheur Job Corps Civilian Conservation Center site by the Society as a Regional Environmental Education and Research Center as shown on Exhibit A attached hereto and made a part hereof, said lands being located on the Malheur National Wildlife Refuge (Refuge) and hereafter called the Malheur Field Station (MFS). Buildings currently located on the site are the property and responsibility of the Society.
- B. Provide for the limited interchange of services, personnel, equipment, facilities and funds to obtain this goal.

3. Project Officers

- A. Refuge Manager, Malheur National Wildlife Refuge, HC 72 Box 245, Princeton, Oregon 97721 Phone: 541-493-2612 Fax: 541-493-2405, and E-Mail forrest_cameron@mail.fws.gov
- B. President of the Board, Great Basin Society, c/o Malheur Field Station, HC 72 Box 260, Princeton, Oregon 97721. Phone: 541-493-2629. Fax: 541-493-2629, and E-Mail mfs@burnsuct.com.
- C. In case of a change of address, all parties to this agreement shall be immediately notified.

4. Service Responsibilities

The Service shall:

- A. Make available to the Society the former Malheur Job Corps Civilian Conservation Center site for the operation and maintenance of Center facilities for educational and natural resource research purposes. The following areas may be used as outlined below (see Site Map, Attachment A, and Map of Sodhouse Well and Pipeline, Attachment B).
 1. For educational and research activities conducted by MFS instructors and students, the following area is provided:

W1/2 Section 9, T 27 S, R 31 E, W.M., excluding that portion of the South Sodhouse Field lying within the area.
 2. All new construction, building and facilities shall be planned, sited, and built within the area bordered to the north and south by the Coyote Buttes, to the west by the refuge boundary fence and to the east by the MFS East Access Road, with one exception. The Sodhouse well, located in the SW¹/₄, NW¹/₄ of Section 3, T 27S, R 31 E, and a pipeline from that point to the MFS may be used as a water supply for MFS purposes. Other future exceptions to this section may be agreed upon by the parties and appended to this agreement.
- B. Make available to the Society appropriate use of other lands located on Malheur Refuge in conjunction with the education and research purposes of the MFS. Such additional areas will be arranged in advance and sanctioned with a Special Use Permit.
- C. Agree that responsibility for maintenance and repair of access roads and fire breaks around the MFS will be shared on a prorata basis by the Society and the Service's program at Malheur Refuge. The manner in which such costs will be shared shall be mutually agreed to by both parties.
- D. Make available to the Society copies of, or access to, all applicable federal rules, policies, laws etc. that may pertain to MFS activities.

5. Society Responsibilities

The Society shall:

- A. Operate the MFS in full compliance with all applicable federal, state and local laws and regulations.
- B. Abide by the special status of the underlying and adjoining lands as part of the National Wildlife Refuge System. All activities on the MFS site and the Refuge are subject to conformance with applicable legal mandates and policy considerations. The Society, its employees, and other users of MFS facilities shall be subject to all rules and regulations

governing personal conduct outlined in Title 50, Code of Federal Regulations, the Refuge Manual and any special regulations published by the Refuge that may be applicable. Any personal privileges extended to permanent employees of the MFS shall be in accordance with the Refuge Manual and subject to the approval process contained therein. These special considerations will dictate a high degree of coordination between the Project Officers. The National Wildlife Refuge System's Refuge Manual will serve as the source of reference for both project officers. The provisions of the Refuge Manual are further subject to any special policy guidance which may be given by higher authority to the Service Project Officer. The Service Project Officer has the responsibility for implementation of all legal mandates and policies applicable to the MFS and Malheur Refuge.

- C. Foster advance public awareness, understanding and appreciation of natural resources and the benefits inherent in their preservation, conservation and proper management for future generations. To this end, the MFS shall be open to all groups and encourage the exploration of natural and cultural resources of Malheur Refuge and other areas of the Great Basin. The Society shall maintain a non-advocacy policy in its administration of MFS. This does not preclude individuals and members of the Society from expressing personal opinions, presenting controversial or debatable information, or instructors from exercising full range of academic freedom that is possible at their respective educational institutions.
- D. Make strong, reasonable efforts to establish long-term research activities that will contribute to present and/or future management information needs of Malheur Refuge programs. All research activities involving refuge lands shall be subject to provisions of the Refuge Manual.
- E. Make overnight facilities available to the public in accordance with Society policy and to the extent of space and facilities not actually required by the Society for educational and research purposes.
- F. Agree to make appropriate building space available for use by Service personnel for mutually agreed upon programs for refuge visitors to the extent that space and facilities are not required by the Society for its purposes. The Service would reimburse the Society for any direct costs incurred as a result of such use at a mutually satisfactory rate to be agreed upon in advance.
- G. Agree that responsibility for maintenance and repair of access roads and fire breaks around the MFS will be shared on a prorata basis by the Society and the Service's program at Malheur Refuge. The manner in which such costs will be shared shall be mutually agreed to by both parties.
- H. Assume joint responsibility on a prorata basis for operation and maintenance of the Sedgwick well, and full responsibility for the construction and maintenance of the supply pipeline from the well to the MFS so long as the well is used as a water supply for the MFS. The Society agrees further that all construction plans and archaeological clearances will be

approved in advance by the Service, and that the construction and future operation of the well and pipeline will not conflict with preexisting uses of the well by Malheur Refuge or its permittees.

1. Assume responsibility for posting in appropriate areas copies of rules and regulations governing public uses on Malheur Refuge, as provided by the Refuge Manager. Any special requests such as tours, management briefings, professional photographic activities, access into closed areas, etc., or complaints concerning Refuge operations shall be directed to the Refuge Manager.

6. Cost to the Service

The only costs to the Service associated with this agreement are those which may be required in conjunction with the road and firebreak maintenance and building use provisions outlined herein.

7. Lending Equipment

The Society and the Service may lend equipment to each other as available and appropriate to each mission, subject to approval of both parties and proper training of operators. The party owning the equipment will assume responsibility for normal wear and tear. The party borrowing equipment will assume responsibility for breakage and malfunction not associated with normal wear and tear.

8. Priority of Use for Refuge Purposes

The lands herein made available to the Society were originally acquired by the Service as a refuge and breeding grounds for migratory birds and other wildlife. Subsequent legislation has broadened the authority and responsibility of the Service for management of migratory birds, protection of endangered species, and public enjoyment of wildlife resources. If the Service determines it needs sole administration of said lands for proper use, occupation and management of the wildlife refuge to meet its responsibilities, it reserves the right to terminate this Agreement.

9. Termination and Renewal of Agreement

A. Agreement Violations

The Society shall have sixty days after receiving notice of an Agreement violation in which to make corrections satisfactory to the Service. Violation of a condition to this Agreement continuing beyond sixty days from date written notice is served, or nonuse for a one-year period, shall cause the entire Agreement to be subject to termination at the election of the Service.

B. Cancellation for Refuge Purposes

If the Service invokes their right of sole administration, they will give one year's advance notice that the Society's operation must cease and all improvements will be disposed of in

accordance with the provisions of this Agreement and all applicable state and federal laws.

C. Cancellation for Society Purposes

If the Society determines that use of the MFS site no longer accommodates its needs, the Society will give one year's advance notice to the Service. All improvements will be disposed of in accordance with the provisions of this Agreement and applicable state and federal laws.

D. Removal of Real and Personal Property Following Termination

Upon termination of the Agreement by either party, the Society shall be compensated by the Service for the loss of any improvements should the Service determine that they can be utilized as an integral part of its refuge operation. Any new buildings can be kept by the Society and removed or with Society permission may be purchased for use by the refuge. The Society agrees to quitclaim all real property to the Service which remains on the site in excess of two years from the date of termination of this Agreement.

E. Expiration Date and Renewal Clause

Unless sooner terminated or revoked by the Regional Director, in accordance with the provisions of the Agreement, this Agreement shall expire and become void on December 31, 2023. A new agreement to occupy and use the same land should be granted, and not unreasonably withheld. Notice shall be given to the Regional Director not less than one year prior to said date that such new Agreement is desired.

10. Operation and Maintenance

A. Resident Caretaker Provision

The Society shall provide a resident caretaker during the months it is not in operation. The Society shall be responsible for operation of light, heating, and water plant systems.

B. Protection of Property

The Society shall bring all utilized facilities to conformance and shall maintain all said facilities in conformance with applicable building, health and safety codes. The permitted area and its facilities shall be maintained in an orderly appearance. The Society shall also take all reasonable precaution to avoid damage to property and resources of the United States, and shall diligently undertake suppression action in the event of fire resulting from the exercise of the privileges herein granted.

C. Removal of Hazards

Flash floods, rising waters, high winds, wildfires, earthquakes, and other hazards are natural phenomena in the refuge that present risks which the Society assumes. The Society shall

inspect the site, lot, right-of-way, and immediate adjoining area for evidence of hazardous conditions, and shall remove such hazards in accordance with applicable state, federal and local regulations.

D. Annual Maintenance Plan

The Society shall prepare an annual maintenance plan at its annual meeting. This plan shall be reviewed jointly by the Society and the Service.

11. New Construction or Major Rehabilitation Projects

Any new construction projects or major rehabilitation in excess of \$2000 shall be coordinated with and subject to approval of the Service to assure compliance with the National Wildlife Refuge System Administrative Act of 1966, as amended (16 U.S.C. 668dd-668ee). This provision will not affect the maintenance or rehabilitation of any existing facilities.

Should any improvements be removed from the site during the course of the Agreement, the underlying site(s) will be restored to the natural contour and replanted to native vegetation.

12. Liability

The Service assumes no liability for loss or damage to life or property, other than that caused by its own negligence, arising from the occupancy or use of Refuge lands by the Society under this permit.

13. Disposal of Wastes

Garbage and other solid wastes are to be disposed of off Refuge as required by state and local laws and regulations.

14. Storage and Disposal of Hazardous Materials

A. Storage

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be constructed and located in accordance with federal and state regulations, in a manner that minimizes the possibility of release into the environment. Facilities shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

All butane, propane or other liquefied petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the state.

B. Disposal

No waste or byproduct shall be discharged if it contains any substances in concentrations

which will result in substantial harm to fish and wildlife, or to human water supplies. All disposal of such materials shall be in accordance with the laws and regulations of the state.

15. Vandalism and Disorderly Conduct

The Society will notify the Refuge law enforcement officer or Harney County Sheriff's Office of any vandalism or disorderly conduct.

16. Advertisement and Signs

No signs or advertising devices shall be erected on the area covered by this Agreement, or on the highways leading thereto, without prior approval by the Refuge Manager as to location, design, size, color, and message. Signs shall be maintained or renewed as necessary to meet and presentable standards.

17. Annual Meeting Required

In order to facilitate the coordination of MFS activities, the project officers for this Agreement (or their designees) will meet annually, within the first quarter of the calendar year, to review past performance and plans for the upcoming year. At this meeting, the MFS Director and staff will provide a written outline of plans for the coming year which will include, but not be limited to, the following:

1. Course offerings
2. Classroom field studies
3. Research studies
4. Visits by organized groups
5. Additions / major modifications to on-site physical facilities
6. Changes in provision of public services
7. Special needs / problems

The Refuge Manager will provide written outline of plans for the coming year which will include but not be limited to, the following:

1. Changes in legal mandates or policy guidance
2. Review of ongoing research needs and associated activities
3. Planned management actions which may impact MFS activities
4. Changes in provision of public services
5. Visits by organized groups
6. Special needs / problems

18. Civil Rights Compliance

The Service hereby assures and certifies that it shall comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-362; 42 U.S.C. 2000d).
2. The Age Discrimination Act of 1975 (P.L. 94-135; 42 U.S.C. 6101, et seq.)

3. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education and Welfare (45 CFR Parts 80,81 and 84), promulgated under the foregoing statute.

Approval:

U.S. Fish and Wildlife Service

By: *Dodd J. Voss* Date: *8/11/98*
Assistant Regional Director - Columbia Basin Ecoregion

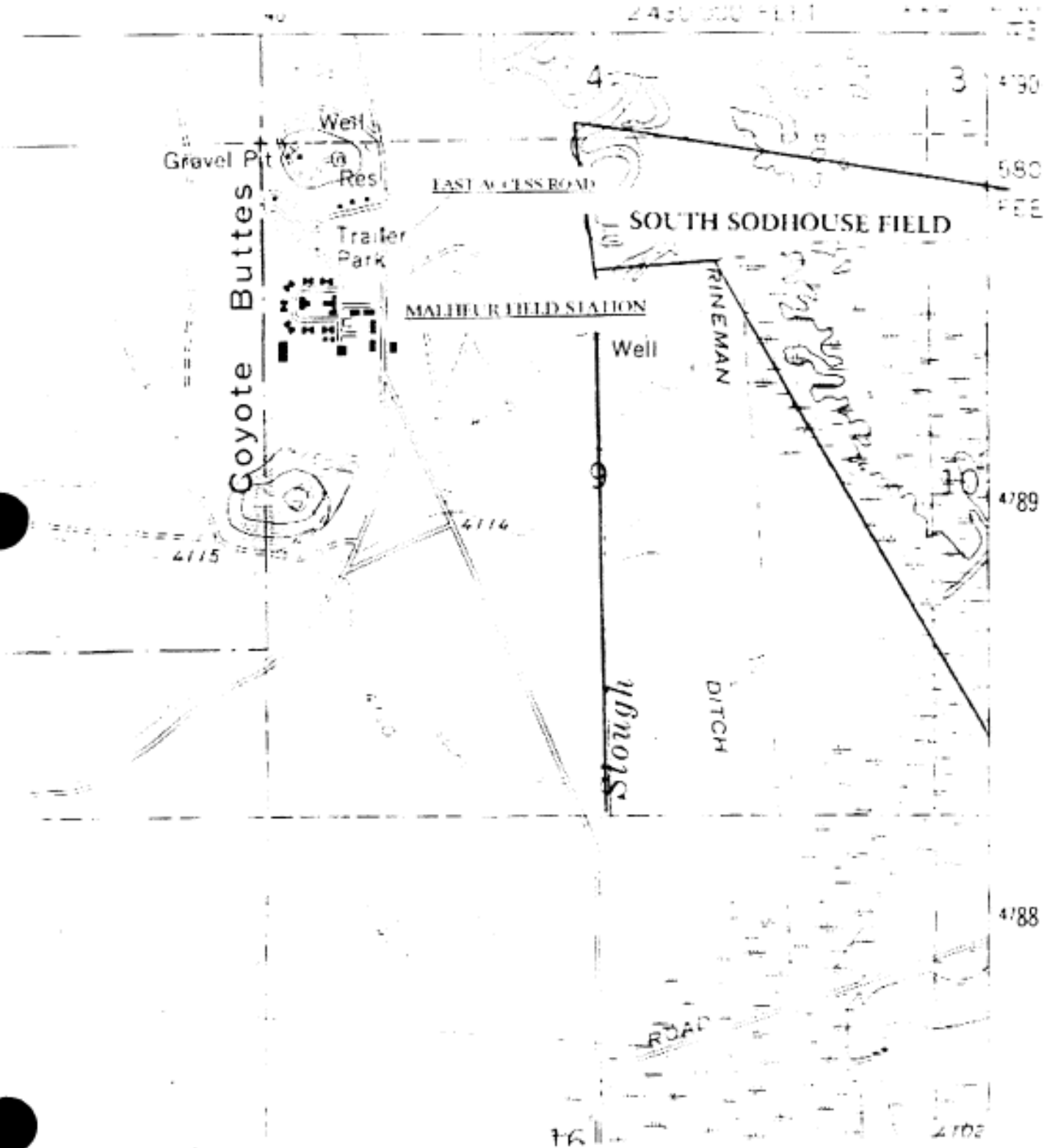
The Great Basin Society

By: *Marguerite M. Smyth* Date: *9/4/98*
President

FWS Contract Sufficiency Review:

By: *Susan E. Peterson* Date: *8-10-98*
Contracting Officer FWS # 19072

MALHEUR FIELD STATION
SITE MAP
COYOTE BUTTES QUADRANGLE
HARNEY COUNTY, OREGON
T7S R31E SECTION 9 W 1/2



MAP OF SODHOUSE WELL AND PROPOSED PIPELINE
FOR THE MALHEUR FIELD STATION

LAWEN QUADRANGLE
HARNEY COUNTY, OREGON
T26S of Malheur, R11E, SECTION 34 SW 1/4 W 1/4

