

MEMORANDUM OF AGREEMENT
FOR THE OPERATION
OF THE BIG ISLAND INVASIVE SPECIES COMMITTEE
IN HILO, HAWAII

This Memorandum of Agreement (“Agreement”), is made and entered into by the following agencies, organizations, and individuals hereinafter referred to as the “members”:

WITNESSETH:

WHEREAS, the island of Hawaii (Big Island) is subject to degradation from invasive, plants, animals and diseases accidentally and deliberately introduced to Hawai’i; and

WHEREAS, control of invasive species is needed to protect the values of native ecosystems, agricultural lands and urban areas on the island of Hawaii; and

WHEREAS, effective management is best achieved through the coordinated actions of landowners and agencies in the region to control invasive species and prevent their spread.

NOW THEREFORE, the parties hereto deem it mutually advantageous to do the following actions:

1. We establish a group to be known as the Big Island Invasive Species Committee (BIISC), a consortium of individuals, government agencies, and non-government organizations working to prevent new invasive pest infestations on the island of Hawaii, to stop newly-established pests from spreading and to provide local control of established pest species, and
2. BIISC will be administered as a consortium of members and will have as its objectives the following:
 - A. To develop and implement a strategic plan including, but not limited to: outreach; education; prevention; detection; control, and monitoring of invasive species. The plan will be reviewed and updated by the signatories of this agreement as necessary but at least once every five years.
 - B. To determine an annual operating plan to carry out the strategic plan.
 - C. To contribute funds to implement the strategic plan, when necessary; federal and state parties will do so under separate instrument(s) as required by their agencies.
 - D. To exchange relevant information needed to implement the strategic plan and apply the results of scientific research to management action.

- E. To implement specific agreements between all or some of the parties and/or third parties, as occasion demands, for the use of specialized equipment, hiring and supervision of personnel, transfer of funds, purchasing of supplies, and other matters pertaining to the general purpose of management agreed upon by all or some of the parties hereto. Any allocation of responsibilities and liabilities, including limitation of expenditures under this Agreement will be set forth in specific working agreements entered into by the relevant parties.
- 3. The Committee will consist of the organization contacts listed under Exhibit A of this agreement or their representatives.
 - 4. The Committee shall:
 - A. Provide overall guidance as to the objectives and priorities for invasive species management through development of a strategic plan for the island of Hawaii;
 - B. Provide information and technical advice on invasive species;
 - C. Hold regular meetings.
 - D. Elect a Committee Chair.
 - E. Establish an Executive Board to make decisions as delegated by the Committee.
 - 5. The Members shall:
 - A. Regularly attend meetings, in person or via conference call, and provide input on local and statewide issues of importance to invasive species control and management;
 - B. Abide by the operational procedures outlined in the Committee Bylaws (Exhibit B).
 - 6. No party to this Agreement shall be liable for any expenses or cost incurred by any other party without its expressed written agreement.
 - 7. All improvements, equipment, materials, office furniture, and supplies provided at any time by any party hereto shall remain their property and be subject to the disposal of the respective party furnishing the same.

Terms of Agreement

1. Additional parties may join this Agreement at a later date as deemed appropriate by the current parties, as outlined in the Bylaws.
2. This Agreement may be revised as necessary, by mutual consent of all parties by the issuance of a written amendment, signed and dated by all parties.
3. Any party may terminate its participation in this Agreement and any sub-agreement or related agreement by providing 90 days written notice to the other parties.
4. This Agreement may be signed in any number of identical counterparts, each of which shall be considered to be an original, and all of which together shall be considered to be one and the same document when each party has signed one such counterpart. All parties will be provided a copy of each party's signature page
5. This Agreement shall become effective upon signature by at least five of the parties listed in Exhibit A but not before June 1, 2005 and will remain in full force and effect for five (5) years from the effective date. To remain in effect, it shall be reviewed, evaluated and updated every 5 years from the commencement date by the parties. At that time a letter jointly signed by all parties will become an addendum to this MOA, with any changes and amendments included, authorizing that it will continue in effect for another 5 years.

Required Clauses

- A. This Agreement in no way restricts any party from participating in similar activities with other public or private agencies, organizations, and individuals.
- B. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds 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 statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- C. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

EXHIBIT A

PRINCIPAL PARTIES

List of agency, organization contacts

<p>Anne Marie LaRosa, U.S. Forest Service, PSW Institute of Pacific Islands Forestry 23 E. Kawili St. Hilo, HI 96720 Tel: 808-933-8121 ext. 15</p>	<p>Tim Tunison, National Park Service Hawaii Volcanoes National Park Box 52 Hawaii National Park, HI 96718 Tel: 808-985-6085</p>
<p>Laura Nelson, The Nature Conservancy of Hawaii P.O. Box 6600 Kamuela, HI 96743 Tel: 808-885-1786</p>	<p>Steve Bergfeld, Hawaii Dept. of Land And Natural Resources, Div. of Forestry 19 East Kawili St. Hilo, HI 96720 Tel: 808-974-4227</p>
<p>Jeff Burgett, U.S. Fish and Wildlife Service, Pacific Islands Fish and Wildlife Office 300 Ala Moana Blvd, Room 3-122, Box 50088 Honolulu, HI 96850 Tel: 808-792-9472</p>	<p>James D. Jacobi, U.S. Geological Survey, Biological Resources Division Kilauea Field Station, Box 44, Hawaii National Park. HI 96718 Tel: 808-967-7396</p>
<p>Pat Conant, Hawaii Dept. of Agriculture 16 East Lanikaula St. Hilo, HI 96720 Tel: 808-974-4140</p>	<p>Kamakani Dancil, Kamehameaha Schools P.O. Box 495 Paaiulo, HI 96776 Tel: 808-776-7526</p>
<p>Stephen Skipper USDA Natural Resource Conservation Service Hilo Lagoon Center, 101 Aupuni St, Suite 229A Hilo, HI 96720 Tel: 808-933-6996</p>	<p>Debbie Ward, Coop. Extension Service UH-College of Tropical Agriculture and Human Resources 875 Komohana St. Hilo, HI 96720 Tel: 808-981-5199</p>
<p>Rene Siracusa, Malama O Puna P.O. Box 1520 Pahoa, HI 96778 Tel: 808-965-9254</p>	<p>Mike Robinson Department of Hawaiian Home Lands 160 Baker St. Hilo, HI 96720 Tel: 808-933-3480</p>

IN WITNESS WHEREOF, these parties have executed this MOA, on the dates entered below and the MOA shall commence upon signature of the first five of the parties listed below. The original five parties to the agreement and all subsequent parties will be subject to the terms as described in this agreement. Any changes that are requested by any subsequent parties will be reviewed and agreed upon by all parties who have already signed the agreement.

James R. Sedell, Station Director U.S. Forest Service, Pacific Southwest Research Station	Date:
Cynthia F. Orlando, Superintendent, Hawaii Volcanoes National Park, National Park Service	Date:
Robert Shallenberger, Big Island Program Director The Nature Conservancy of Hawaii	Date:
Roger Imoto, Branch Manager Hawaii DLNR, Division of Forestry	Date:
Patrick Leonard, Field Supervisor, U.S. Fish and Wildlife Service, Region 1	Date:
William Steiner, Center Director U.S.G.S., Biological Resources Division, Hawaii Office	Date:
Lyle Wong, Plant Industry Division Administor Hawaii Department of Agriculture	Date:
Larry Yamamoto, Hawaii State Conservationist USDA Natural Resources Conservation Service	Date:
Peter Simmons, Regional Operations Director, Kamehameha Schools, Land Assets Division, Hawaii Island	Date:

Ruddy Wong, Director of Administrative Services UH-College of Tropical Agriculture and Human Resources	Date:
Rene Siracusa, Director Malama O Puna	Date:
Mica Kane, Director, Department of Hawaiian Home Lands	Date:

EXHIBIT B: BYLAWS

**BIG ISLAND INVASIVE SPECIES COMMITTEE
MEMORANDUM OF AGREEMENT**

COMMITTEE BYLAWS

I. MISSION STATEMENT:

The Big Island Invasive Species Committee (BIISC) is established to coordinate efforts and programs to prevent new invasive pest infestations on the island of Hawaii, to stop newly-established pests from spreading and to assist with local control of established pest species.

II. OBJECTIVES:

- provide leadership and a coordinated direction to invasive species programs on the island of Hawai'i;
- provide a forum for the exchange of ideas, information and technology;
- foster cooperation, avoid wasteful duplication, and facilitate maximum efficiency in invasive species management programs through coordinated planning and the utilization of shared resources;
- identify issues, establish priorities, develop alternatives, and recommend a unified course of action to solve invasive species problems.

III. MEMBERSHIP/REPRESENTATION

The BIISC is composed of the designated Organization Contacts (Members) of the signatories to the BIISC Memorandum of Agreement. They serve until replaced by their member organization. Individual Members are their organization's authoritative source of information and operational commitment to BIISC's mission and objectives. They are responsible to ensure that their respective organization's policy and procedures are maintained and administrators are informed. Members communicate their organization's problems and priorities to the BIISC to facilitate development of island-wide strategic actions for invasive species of concern. Members or their alternates participate regularly in meetings and work efforts of the BIISC and serve as its officers where appropriate.

BIISC seeks to involve a wide ranging membership that includes, but is not limited to, agricultural, forestry and landscape professionals and practitioners, land and resource managers, conservation organizations, community associations and business and trade groups. Through a diverse membership we strive to facilitate well reasoned decisions on

target priorities and to achieve broad-based support for BIISC's mission, objectives and programs.

IV. COMMUNICATION

Official communications and notifications to all BIISC members and interested individuals will take place through the BIISC listserv (BIISC-L) and web site, currently at (www.hear.org/biisc). Meeting dates/locations, official minutes and important documents will all be available on the BIISC web page. Communication among members may occur through the listserv (general communication) or through individual communications between members on the published mailing list of members.

V. MEETINGS:

The BIISC will meet quarterly, or more frequently if deemed necessary by the Executive Committee. The Committee Chair will establish meeting dates and times. The Committee Chair will solicit meeting agenda items from members via the BIISC listserv. Meeting dates will be posted on the BIISC web page and an agenda will be posted no later than two weeks before the meeting date. Draft meeting minutes will be available through the BIISC listserv for review prior to the next meeting

BIISC members will formally approve the List of Priority Species for Early Detection and Control, the Annual Work Plan, new members of BIISC and the Vice-Chair position (see Officers, below).

BIISC encourages the attendance and participation of any individual or organization interested in protecting our island from the continuing onslaught of known and potentially-damaging invasive non-native species. We seek to involve a wide range of participants on the Island of Hawaii and to represent all interest groups and areas of the island that share our mission and objectives.

VI. DECISION-MAKING PROCESS

The conduct of meetings will follow Robert's Rules of Order except that decisions will be made by consensus whenever possible (see Membership/Representation).

A quorum is required for any decision making (consensus or vote) at the meeting. A quorum can be achieved if representatives for 2/3 of the BIISC membership (per the current, signed Memorandum of Agreement) are present for voting.

The members will seek to make decisions by consensus. In instances where consensus is not reached, issues will be decided upon by a 2/3 majority of voting members. Each agency or organization signed on to the BIISC MOA will have one vote.

Personnel and fiscal issues relating to the BIISC staff shall be brought before the Executive Committee (see below), by the BIISC Manager, for recommendations and resolution, where appropriate.

VII. OFFICERS:

The BIISC will establish an **Executive Committee** composed of three officers to facilitate the accomplishment of its work. The positions to be filled are 1) Chair, 2) Vice-Chair, and 3) Chair Emeritus. The Chair, Vice-Chair, and Chair Emeritus will serve for one year terms on a rotational basis. The Vice-Chair shall advance to the office of the Chair and the Chair shall advance to the office of the Chair Emeritus. The BIISC membership shall then vote upon the position of the Vice-Chair. The intent is that all members have the opportunity to fill the officer positions.

VIII. DUTIES & RESPONSIBILITIES OF THE OFFICERS:

Chair: The Chair is responsible for calling the meeting, setting the agenda, running the meeting. The chair will also ensure that the minutes of the meeting are recorded, edited, filed and posted to the BIISC website (delegated to the BIISC Manager). The term of office is one year or upon permanent vacancy of the Chair. The Chair is also responsible for the BIISC Chair. The Chair will determine the extent of support needed at each meeting (i.e. note-taking, recorder, portable computer, facilitator, audio-visual equipment, guest speaker, etc. (delegated to the BIISC Manager).

Chair Emeritus: The Chair Emeritus will assume the duties of the Chair during any absence of the Chair. The term of office is one year.

Vice-Chair: The Vice-Chair will assume the duties of the Chair during any absence of the Chair Emeritus and will be the next Chair. The term of office is one year.

Working Committees:

The BIISC will identify issues and concerns of mutual interest and develop working committees. The Committee Chair will task the working committee with specific action items. The BIISC Executive Committee will provide direction, oversight, and coordinating group minutes to the working committees.

Working committees may be formed to deal with such areas as early detection and rapid response, control of certain species/taxonomic groups (e.g. *Miconia*), biological control issues, and research and data needs. Working committees will be formed as needed and may include both BIISC members and other individuals.

Working committee members will elect a Chair. Minutes of the meeting will be taken and distributed to the Executive Committee. The Working Committee Chair or their representative will report committee findings and results back to BIISC at the next meeting or as requested by the BIISC Chair.

Working committees may define Task Groups, which may have one or more responsibilities. The group, upon completion of the task, shall dissolve unless additional tasks, i.e. project implementation/monitoring, are assigned.

IX. GENERAL PROVISIONS

This document is an integral part of the BIISC Memorandum of Agreement and is approved by the parties to that Agreement upon their signature.