

BENTON COUNTY COOPERATIVE WEED MANAGEMENT AREA

MEMORANDUM OF UNDERSTANDING

Among

Alliance for Recreation and Natural Areas, Alsea Watershed Council, Benton County Farm Bureau, Benton County Natural Areas and Parks, Benton County Public Works, Benton County Small Woodlands Association, Benton Soil and Water Conservation District, Calapooia Watershed Council, Cascade Pacific Resource Conservation and Development, City of Philomath, Greenbelt Land Trust, Institute for Applied Ecology, Luckiamute Watershed Council, Marys River Watershed Council, Natural Resources Conservation Service, Oregon Department of Agriculture, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Military Department, Oregon State University College Forests, Oregon State University Extension Service, United States Department of Agriculture Forest Service, United States Fish and Wildlife Service, Western Invasives Network.

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to provide a means to effectively coordinate the actions that each party has authority to undertake to address invasive weeds on lands within its jurisdiction. Because weeds readily cross property boundaries, it is in each party's interest to coordinate efforts to accomplish a more effective integrated invasive weed management program.

No party is delegating to any other party any decision making authority. Each party will still be responsible for making decisions concerning land or resources within its jurisdiction. The benefit of the cooperative effort, however, is that when a party chooses to take action, the action can be taken in a manner that enhances and benefits from efforts taken by other parties. Further, on a case-specific basis, parties may choose to share resources. Agency decisions will be subject to applicable laws, regulations, and public processes.

B. MUTUAL BENEFIT:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, controlling, monitoring, and preventing the establishment and spread of invasive weeds (integrated invasive weed management) across jurisdictional and ownership boundaries within the Cooperative Weed Management Area (CWMA). All parties also agree it is to their mutual benefit to work cooperatively to educate, train, and share technology and information with agency and general public personnel about invasive weeds, and to work cooperatively to make the best use of available resources to manage the invasive weed problems within the CWMA.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

This MOU serves to establish the Benton County Cooperative Weed Management Area (CWMA) which encompasses the geographic area of Benton County.

1. The parties to this MOU will cooperatively prepare a Management Plan to describe the goals, objectives and strategies of the CWMA. The Management Plan will also outline the structure and functioning of the CWMA and provide any other needed background information. Absent any

separate agreement among one or more parties, each party is solely responsible for its own costs and participation in this joint planning effort.

2. The parties to this MOU will cooperatively prepare an Annual Operating Plan based on the framework specified in the Management Plan and anticipated available funding. For any given year, the Annual Operating Plan will identify a schedule of cooperative activities and projects, specifying responsible parties and the financial and material resources needed and available to complete the tasks.
3. Modifications within the scope of this MOU 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. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
5. New parties may be added to the MOU by modifying the MOU as described in Section C (4) above. It is the intent that the CWMA remain open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues.
6. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
7. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of resources, 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 statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.
8. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
9. This agreement is subject to all applicable laws, and each party agrees to be individually responsible for full legal compliance with laws and regulations applicable to each party. Each party is an individual entity, and no party is an agent for any other party.
10. This instrument is executed as of the last date shown below and has an indefinite duration. Any party may seek to amend or modify the terms of this memorandum by seeking the agreement of a majority of the parties. Any party may terminate that party's participation by providing sixty days written notice of its intent to do so. The remaining parties may review and renew this memorandum, or may agree to modify, amend, or terminate the memorandum.

D. AUTHORITY

The following is a listing of authorities that are applicable to this MOU: the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148); ORS 570.500 to 570.600; the Granger-Thye Act of April 24, 1950; the Federal Noxious Weed Act of 1974 (PL 93-629); the Oregon Noxious Weed Law; the Invasive Species Executive Order of February 3, 1999; the Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-579, Section 307 (b)); the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124, as amended, Public Law 105-277, Section 136); the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a); Flood Control Acts of 1938, 1946, and 1950; and other applicable laws.

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information)

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

***BENTON COUNTY
COOPERATIVE WEED MANAGEMENT AREA***

MEMORANDUM OF UNDERSTANDING

Signature Page

**IN WITNESS of the above named MOU _____
(Name of Organization)
hereby agrees to join with other signatories to this MOU to execute this agreement.**

Signature _____

Name _____

Title _____

Date _____