

Columbia Gorge Cooperative Weed Management Area

MEMORANDUM OF UNDERSTANDING

Among

- Army Corps of Engineers Portland District
- Cascade Pacific Resource Conservation & Development
- Clackamas Soil and Water Conservation District
- Columbia Land Trust
- Columbia River Gorge National Scenic Area
- East Multnomah Soil and Water Conservation District
- Friends of the Columbia Gorge
- Hood River County
- Hood River Soil and Water Conservation District
- Klickitat County Noxious Weed Control Board
- Mount Hood National Forest
- The Nature Conservancy
- Oregon Department of Agriculture
- Portland Water Bureau
- Ridgefield National Wildlife Refuge Complex
- Skamania County Noxious Weed Program
- Underwood Conservation District
- Washington Department of Natural Resources
- Wasco County Soil and Water Conservation District

**This is an actively growing list and may be revised as needed*

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 or area of operation. Because weeds do not adhere to jurisdictional boundaries, and they readily cross them, it is encouraged for parties to coordinate efforts to accomplish a more effective integrated invasive weed management program.

No party is delegating decision-making authority to any other party. Each party will still be responsible for making decisions concerning land or resources within its jurisdiction or area of operation. 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.

This MOU serves to renew the Columbia Gorge Cooperative Weed Management Area, which encompasses the following area:

In Oregon, the Columbia Gorge CWMA extends eastward along the Columbia River from its confluence with the Sandy river to the Deschutes River, then upstream to its intersection with Highway 216 and then westward to Highway 26, continuing westward until the town of Sandy, then north on Ten Eyck Road to where it meets the Sandy River, then along the Sandy River to the confluence with the Columbia River.

In Washington, it includes lands in Clark County within the boundary of the Columbia River Gorge National Scenic Area; In Skamania the CWMA extends northward along the Clark-Skamania County border to the USFS 90 road, where it travels east to Curly Creek road, along Curly Creek Rd E to USFS 30 road, then North to USFS 24 road along the border of Indian Heaven Wilderness continuing on USFS 24 road southeast to USFS Rd 8821, E. onto the USFS 88 road to the Klickitat county line. The border follows the northern Klickitat County line east to state highway 97 south where it meets the Columbia River. It includes the Wild and Scenic segments of the White Salmon and Klickitat Rivers.

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

1. The parties to this MOU may cooperatively prepare a Management Plan to describe the goals, objectives and strategies of the CWMA. If prepared, the Management Plan will also outline the structure and function 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. Modifications to 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.
3. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
4. New parties may be added to the MOU by updating the list of partners as signatures are collected. 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.

5. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

6. 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, when applicable. Specifically, this instrument does not grant authority for the noncompetitive awarding of contracts or other agreements to the cooperators by any government agency. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

7. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

8. 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.

9. This instrument is executed as of the last date shown below and expires no later than **December 31, 2029**, at which time it is subject to review and renewal or expiration.

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 (PL94148); Applicable sections of ORS Chapters 569 and 570; OAR 603-052-1200: Oregon Noxious Weed Quarantine; Chapter 17.10 Revised Code of Washington: Noxious Weeds—Control Boards; the Granger-Thye Act of April 24, 1950; Noxious Weed Control and Eradication Act of 2004 (Public Law 108-412); the Invasive Species Executive Order of February 3, 1999 (EO 13112, as amended, EO 13751 Safeguarding the Nation from the Impacts of Invasive Species); the Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94579, Section 307 (b)); the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104208, Section 124, as amended, Public Law 105277, 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 – More Than One Contact May Be Listed)

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

F. SIGNATURES

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 _____