

AGENDA COVER MEMO

W.9.D.3

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DATE: November 28, 2005

TO: Lane County Board of Commissioners

DEPT.: Public Works

PRESENTED BY: Orin Schumacher, Vegetation Management Coordinator

AGENDA ITEM TITLE: : IN THE MATTER OF APPROVING PARTNERSHIP BETWEEN LANE COUNTY, DEPARTMENT OF PUBLIC WORKS, AND THE NORTHWEST WEED MANAGEMENT PARTNERSHIP, UPPER WILLAMETTE COOPERATIVE WEED MANAGEMENT AREA; AND AUTHORIZING STAFF TO SIGN A MEMORANDUM OF UNDERSTANDING AND DESIGNATE A REPRESENTATIVE.

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I. MOTION

Move Adoption of Board Order

II. ISSUE OR PROBLEM

Should the Board designate and approve the partnership of Lane County, Department of Public Works and the Northwest Weed Management Partnership, Upper Willamette Cooperative Weed Management Area.

III. DISCUSSION

A. Background

The Northwest Weed Management Partnership was created to effectively coordinate the actions of involved parties to undertake and address invasive weeds on lands within their jurisdictions. Because weeds readily cross property boundaries, it is in the interest of involved party's to communicate and coordinate efforts that target control and eradication efforts of weeds. Northwest Weed Management Partnership is made up of over 85 partners, including federal, state, city, private and county agencies. The memorandum of understanding between Lane County, Department of Public Works and the Northwest weed Management Partnership would bring Lane County into cooperative efforts with involved parties, increasing the effectiveness of our noxious weed and invasive species management activities with no financial obligation.

Lane County Integrated Vegetation Management (IVM) Program Policy Document, section 5.1 states “the department will coordinate with other agencies and organizations such as ODOT, USFS, ODFW, BLM, the Oregon Heritage Program, the Nature Conservancy, the Natural Resource Conservation Service and other Community Organizations. In partnering with the Northwest Weed Management Partnership, Lane County, Department of Public Works can effectively coordinate weed management activities through a direct network of working partners, effectively utilizing resources and funds.

## **B. Analysis**

Lane County, Department of Public Works has been in discussion with the Northwest Weed Management Partnership relating to Lane County joining as a partner through signing a Memorandum of Understanding (Attachment 1).

This proposed partnership follows existing policy guidelines directed as coordinating inter-agency communication (*IVM Mgt. Program Policy Doc. 1999*), involvement with interested community organizations (*IVM Mgt. Program Policy Doc. 1999*), and the Lane county “ Good Neighbor Policy”.

The Memorandum of understanding agreement between Lane County, Department of Public Works and the Northwest Weed Management Partnership will have no financial obligations associated with the action of joining in the partnership.

Lane County, Department of Public Works agrees that it is in our interest and benefit to work cooperatively in inventorying, monitoring, and preventing the establishment and spread of invasive weeds across jurisdictional boundaries.

While the Memorandum identifies a specific geographic boundary of the Upper Willamette Cooperative Weed Management Area being the border of the East Lane Soil and Water Conservation District, the knowledge and information shared within the partnership can be applied countywide.

## **C. Alternatives/Options**

After consideration of the merits of the proposal, the board may elect to.

1. Approve the partnership agreement between Lane County, Department of Public Works and the Northwest Weed Management Partnership.
2. Deny the partnership agreement between Lane County, Department of Public Works and the Northwest Weed Management Partnership.
3. Delay action of the partnership agreement between Lane County, Department of Public Works and the Northwest Weed Management Partnership.

**D. Recommendations**

I recommend option number 1.) Approve the partnership agreement between Lane County, Department of Public Works and the Northwest Weed Management Partnership.

**E. Timing**

Establishing this partnership in a timely manner reflects a good-faith effort put forward by Lane County, Department of Public Works staff to become involved as an interested active partner in joint weed management efforts within Lane County.

**IV. IMPLEMENTATION/FOLLOW-UP**

Staff will designate a representative to act as a primary contact for the partnership, designate Authority for signing the Memorandum of understanding and act as the Lane County representative for meetings and joint management activities. This is a one-time board required activity to approve the partnership, and if Lane County does decide to leave the partnership they can at any time with no requirements or obligations.

**V. ATTACHMENTS**

**Attachment #1: Memorandum of Understanding**

**Attachment #2: Northwest Weed Management Partnership – List of Partners**

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

ORDER NO. ) IN THE MATTER OF APPROVING PARTNERSHIP  
) BETWEEN LANE COUNTY, DEPARTMENT OF  
) PUBLIC WORKS, AND THE NORTHWEST WEED  
) MANAGEMENT PARTNERSHIP, UPPER WILLAMETTE  
) COOPERATIVE WEED MANAGEMENT AREA; AND  
) AUTHORIZING STAFF TO SIGN A MEMORANDUM OF  
) UNDERSTANDING AND DESIGNATE A  
) REPRESENTATIVE.

**WHEREAS**, Improvement of inter-agency cooperation will further benefit Lane County, Department of Public Works to manage noxious weed concerns.

**WHEREAS**, The IVM Management Program Policy Document states the department of Public Works will coordinate with other agencies and organizations.

**WHEREAS**, The IVM Management Program Policy Document welcomes cooperation from interested community organizations in accomplishing appropriate projects; **NOW THEREFORE, BE IT**

**ORDERED**, That the Board has determined it is the interest of Lane County, Department of Public Works to partner with the Upper Willamette Cooperative Weed Management Area; **AND, BE IT**

**ORDERED**; That the Board designate the Director of Public Works authority as representative to sign the memorandum of understanding; **AND, BE IT**

**ORDERED**, That Public Works staff work in conjunction with other parties involve to best manage noxious weed concerns in Lane County Rights-of -Way; **AND, BE IT**

**RESOLVED**, Staff will sign into the partnership agreement in a timely and diligent fashion to show Lane County's good faith in becoming a partner; **AND, BE IT**

**RESOLVED AND ORDERED**, That the Director of Public Works is hereby delegated the authority to sign the Memorandum of Understanding to join in partnership with the Upper Willamette Cooperative Weed Management Area.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

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Anna Morrison, Chair  
Lane County Board of Commissioners

APPROVED

12-7-05

*[Handwritten signature]*

# ***ATTACHMENT #1***

## ***UPPER WILLAMETTE COOPERATIVE WEED MANAGEMENT AREA***

### **MEMORANDUM OF UNDERSTANDING**

Between

Benton Soil and Water Conservation District; Bonneville Power Administration; City of Eugene; Willamette National Forest; Linn Soil and Water Conservation District; East Lane Soil and Water Conservation District; Calapooia Watershed Council; McKenzie Watershed Council; Oregon Department of Transportation; Oregon Department of Agriculture; United States Army Corps of Engineers; Bureau of Land Management, Salem District; Bureau of Land Management, Eugene District; Cascade Pacific Resource Conservation and Development, Inc.; Long Tom Watershed Council; Benton County Department of Public Works; Middle Fork Willamette Watershed Council

#### **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 funds to manage the invasive weed problems within the CWMA.

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

1. This MOU serves to establish the Upper Willamette Cooperative Weed Management Area (CWMA) which encompasses the geographic area of Linn and Benton Counties and the eastern part of Lane County as defined by the border of the East Lane Soil and Water Conservation District.

2. 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.
3. 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.
4. 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.
5. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
6. 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.
7. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
8. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, 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.
9. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
10. 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.
11. This instrument is executed as of the last date shown below and expires no later than January 31, 2009 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 (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: \_\_\_\_\_

## ATTACHMENT #2

### Northwest Weed Management Partnership – List of Partners (As of September 20, 2005)

#### North Coast (19)

- Tillamook Coastal Watershed Resource Center
- BLM, Salem District
- Tillamook Estuaries Partnership
- Lower Columbia River Watershed Council
- OSU Extension, Columbia County
- Upper Nehalem Watershed Council
- Clatsop SWCD
- Lower Nehalem Watershed Council
- Columbia SWCD
- OSU Extension, Clatsop County
- Northwest RC&D
- Cascade Pacific RC&D
- Tillamook SWCD
- Oregon Department of Transportation
- Pacific County Weed Control District
- Oregon Department of Agriculture
- Oregon Parks and Recreation (Ft. Stevens State Park)
- The Nature Conservancy
- Scappoose Bay Watershed Council

#### Four County (23)

- Johnson Creek Watershed Council
- BLM, Salem District
- Port of Portland
- Mt. Hood National Forest
- Tualatin Hills Park and Recreation District
- Three Rivers Land Conservancy
- East Multnomah SWCD
- Tualatin SWCD
- West Multnomah SWCD
- Tualatin River Watershed Council
- Metro Parks and Greenspaces
- Portland Parks and Recreation
- The Nature Conservancy
- Oregon Department of Transportation
- Clark County Weed Management
- Oregon Department of Agriculture
- Northwest RC&D
- Clackamas SWCD
- Oregon Department of Parks and Recreation
- Cascade Pacific RC&D



- The Wetlands Conservancy
- Lower Columbia River Estuary Partnership
- City of Portland Environmental Services

**Mid-Coast (11)**

- Lincoln County Master Gardener Association
- Mid Coast Watersheds Council
- Lincoln SWCD
- OSU/Lincoln County Extension
- Siuslaw SWCD
- BLM, Eugene District
- Cascade Pacific RC&D
- Siuslaw Watershed Council
- BLM, Salem District
- Oregon Department of Transportation
- Oregon Department of Agriculture

**Upper Willamette (18)**

- Willamette National Forest
- Linn SWCD
- Middle Fork Willamette Watershed Council
- Long Tom Watershed Council
- East Lane SWCD
- City of Eugene
- Benton County Public Works
- BLM, Eugene District
- Calapooia Watershed Council
- Cascade Pacific RC&D
- Oregon Department of Transportation
- US Army Corps of Engineers
- Bonneville Power Administration
- BLM, Salem District
- McKenzie Watershed Council
- Oregon Department of Agriculture
- Benton SWCD
- Marys River Watershed Council

**Mid-Willamette (14)**

- Glen Gibson Creeks Watershed Council
- BLM, Salem District
- Luckiamute Watershed Council
- The Oregon Garden
- Yamhill SWCD
- Willamette National Forest
- Pudding River Watershed Council
- Polk SWCD
- Northwest RC&D
- Rickreall Watershed Council
- Marion SWCD

- **Cascade Pacific RC&D**
- **Oregon Department of Transportation**
- **Oregon Department of Agriculture**