

NORTHERN UTAH COOPERATIVE WEED MANAGEMENT AREA
MEMORANDUM OF UNDERSTANDING
BETWEEN
BOX ELDER COUNTY, UTAH
AND
CACHE COUNTY, UTAH
AND
RICH COUNTY, UTAH
AND
WEBER COUNTY, UTAH
AND
MORGAN COUNTY, UTAH
AND
DAVIS COUNTY, UTAH
AND
UTAH CONSERVATION
DISTRICT, ZONE 1
AND
UTAH CONSERVATION DISTRICT, ZONE 2
AND
UTAH DIVISION OF WILDLIFE
RESOURCES
AND
USDA, FOREST SERVICE UINTA-WASATCH-CACHE
NATIONAL FOREST
AND
UTAH FORESTRY, FIRE AND STATE LANDS
AND
COLDWATER RANCH
AND
BUREAU OF LAND MANAGEMENT, WEST DESERT DISTRICT
AND
UTAH WEED SUPERVISORS ASSOCIATION

This Memorandum of Understanding (MOU) is hereby entered into by and between Box Elder County, Cache County, Rich County, Weber County, Morgan County, Davis County, Utah Conservation District Zone 1, Utah Conservation District Zone 2, the Utah Division of Wildlife Resources, the USDA Forest Service Uinta-Wasatch-Cache National Forest, Utah Forestry, Fire and State Lands, Coldwater Ranch, the Bureau of Land Management West Desert District, and Utah Weed Supervisors Association, hereinafter referred to as Cooperators, hereinafter referred to as The Northern Utah Cooperative Weed Management Area (NUCWMA). The entities listed above may be collectively referred to as the Parties to this MOU. It is made under the authority of the Federal Noxious Weed Act of 1974 (PL 93-629), the Utah Noxious Weed Law, Title 4, Chapter 17, the Invasive Species Executive Order of February 3, 1999, and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a.)

A. PURPOSE

The purpose of this MOU is to document a framework of cooperation to address the effects of noxious/invasive weeds across jurisdictional boundaries within the Northern Utah area, by establishing the Northern Utah Cooperative Weed Management Area (NUCWMA) in accordance with this MOU and the incorporated Exhibits:

<u>Exhibit</u>	<u>Contents</u>
A	Signatory Authorities
B	CWMA Members and Responsibilities
C	Definitions
D	Northern Utah CWMA Map & Area Photos

Exhibits to this MOU may be revised or deleted by Board consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The above named agencies and cooperators have noxious weed control responsibilities and interests on adjacent and co-mingled lands in the Northern Utah CWMA through the listed authorities.

Each of the Parties to this MOU have or have access to financial resources for the management of noxious weeds, and/or maintains equipment and personnel for the purpose of controlling noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer. The Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA that includes public relations, education and training in the noxious weed area as well as coordination or weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate Working Committees. SEE EXHIBIT B FOR BOARD ORGANIZATION AND RESPONSIBILITIES. SEE EXHIBIT C FOR DEFINITIONS.

The Federal agencies involved have been directed to complete and implement agreements with State agencies and other partners under Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement of FY1999 and beyond, Section 323(a).

C. EACH OF THE PARTIES TO THIS MOU SHALL:

1. Agree to establish the Northern Utah CWMA as depicted on the CWMA map. SEE EXHIBIT D for the Northern Utah CWMA MAP.
2. Agree to the formation of a Northern Utah CWMA Board (Board) to provide expertise and oversight to weed management activities within the CWMA.
3. Work through the Board to provide necessary information to:
 - a. Revise or delete the Exhibits to this MOU.
 - b. Establish an Integrated Noxious/Invasive Weed Management Strategic Plan.
 - c. Develop and implement an Annual Operating Plan (AOP).
4. Agree that the Strategic Plan and AOP will have goals, objectives and actions that are aligned with, the "Northern Utah CWMA Strategic Plan for Managing Noxious/Invasive Weeds." The Strategic Plan will describe the goals and objectives for the CWMA and will be guiding document for the management of noxious/invasive weeds within the CWMA. AOP's will describe the responsibilities associated with the implementation of these management strategies.
5. Recognize that each of the Parties to this MOU retains primary responsibility and management discretion for the lands under their jurisdiction.
6. Consider entering into separate arrangement(s) to implement management activities associated with the Strategic Plan and AOP's. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost-Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements, Procurement, and inter-local agreements. SEE EXHIBIT A FOR STATUTORY AUTHORITIES.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Parties to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION:
Commencement: This MOU takes effect upon the signature of the Parties to this MOU and shall remain in effect for five years from the date of execution.

Termination: Any of the parties herein may terminate this MOU by providing 60 days written notice to the other parties.

Expiration Date: This MOU is executed as of the date of last signature and, unless sooner terminated, is effective through 04/12/2027, at which time it will expire unless renewed.

4. RESPONSIBILITIES OF PARTIES. The **Parties of this MOU** and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. All signing parties will be responsible and accountable for their own funds, equipment and personnel.
5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Parties to this MOU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties to this MOU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Appropriate statutory authority must independently authorize such activities. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
6. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, or its officers.
7. AUTHORIZED REPRESENTATIVES. By signature below, the Parties to this MOU certify that the individuals listed in this document as representatives of the Parties to the MOU are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below:

EXHIBIT "A" SIGNATORY AUTHORITIES

UTAH DIVISION OF WILDLIFE RESOURCES

_____	_____	_____
(Signatory Official's Name)	Position	Date

BOX ELDER COUNTY WEED DEPARTMENT

_____	_____	_____
Jeff Scott	County Commission Chair	Date

CACHE COUNTY WEED DEPARTMENT

_____	_____	_____
(Signatory Official's Name)	Position	Date

RICH COUNTY WEED DEPARTMENT

_____	_____	_____
(Signatory Official's Name)	Position	Date

WEBER COUNTY WEED DEPARTMENT

_____	_____	_____
(Signatory Official's Name)	Position	Date

MORGAN COUNTY WEED DEPARTMENT

_____	_____	_____
(Signatory Official's Name)	Position	Date

USDA, FOREST SERVICE UINTA-WASATCH-CACHE NATIONAL FOREST

_____	_____	_____
(Signatory Official's Name)	Position	Date

UTAH CONSERVATION DISTRICT, ZONE 1

_____	_____	_____
(Signatory Official's Name)	Position	Date

UTAH CONSERVATION DISTRICT, ZONE 2

_____	_____	_____
(Signatory Official's Name)	Position	Date

FORESTRY, FIRE AND STATE LANDS

_____	_____	_____
(Signatory Official's Name)	Position	Date

DAVIS COUNTY WEED DEPARTMENT

_____	_____	_____
(Signatory Official's Name)	Position	Date

COLD WATER RANCH

_____	_____	_____
(Signatory Official's Name)	Position	Date

BUREAU OF LAND MANAGEMENT, WEST DESERT DISTRICT

_____	_____	_____
(Signatory Official's Name)	Position	Date

UTAH WEED SUPERVISORS ASSOCIATION

_____	_____	_____
(Signatory Official's Name)	Position	Date

EXHIBIT "B" CWMA MEMBERS AND RESPONSIBILITIES

Currently, the principal contacts are:

Jake Forsgren
Cache County Weed Department
435-994-6340
jake.forsgren@cachecounty.org

Wyatt Freeze
Box Elder County Weed Department
435-230-1556
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TJ Hoffman
Rich County Weed Department
435-757-3672
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Bart Cragun
Weber County Weed Department
801-388-9708
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Rylan Rowser
Morgan County Weed Department
801-989-4968
rrowser@morgancountyutah.gov

Brandon Hunt
Davis County Weed Department
801-564-0690
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Jace Farnsworth
Utah Conservation District, Zone 1
435-222-4105
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Brian Christensen
Utah Conservation District, Zone 2
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Chad Craney
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Anthony VonNiederhausern
USDA, Forest Service
Uinta-Wasatch-Cache National Forest
435-994-9424
anthony.vonniederhausern@usda.gov

Clint Hill
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Rowdy Jensen
Utah Forestry, Fire and State Lands
435-890-8967
rgjensen@utah.gov

Mark Williams
BLM
801-9774361
mawilliams@blm.gov

Jerry Caldwell
Utah Weed Supervisors Association
435-843-3459
jerry.caldwell@tooeleco.org

Justin Stubbs
Coldwater Ranch
435-994-4569
jstubbs@ddesinc.com

RESPONSIBILITIES

A Board will be established, consisting of a representative from each signing party, sustaining Partners, and two at-large members, to provide the Northern Utah CWMA direction and oversight, and to monitor the cooperative noxious weed management activities under this MOU.

- 1) The Board shall meet annually to approve annual operating plans and reports of accomplishment. Until a member approves an Annual Operating Plan in writing, it shall not incur any liability for entering into this Agreement.
- 2) The Board shall designate representatives to the Weed Committee for the purpose of conducting business of the Northern Utah CWMA. The Weed Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.
- 3) Each entity on the Board retains discretionary prerogative for areas under their individual authority.
- 4) The Northern Utah CWMA Weed Committee will:(Steering Committee)
 - a) Develop a Northern Utah CWMA Noxious Weed Strategic Plan.
 - b) Develop a Northern Utah CWMA Annual Operating Plan
 - c) Render decisions and guide the Northern Utah CWMA activities consistent with this MOU, The Strategic Plan and the Board Requirements.
 - d) Meet as necessary to implement the Northern Utah CWMA activities
 - e) Provide an annual written report of project accomplishments to the Board
 - f) Be comprised of a Chair, Vice-Chair and Recorder, and general members as determined by the Weed Committee and approved by the Board.
 - g) Require written approval for Northern Utah CWMA expenditures from two Weed Committee members which will include at least the Chair and/or Vice-Chair
- 5) It is recognized that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit.
- 6) Sustaining Partners for integrated weed management in the Northern Utah CWMA include but are not limited to, any private citizen, other weed committees or CWMA's. These entities have vested interests in the Northern Utah CWMA and provide assistance necessary in integrated noxious weed management.
- 7) Injuries to employees who perform work under the terms of separate agreements shall be covered for said injury by the employee's agency and shall not be governed by where the injury occurred.
- 8) All signing parties will be responsible and accountable for their own funds, equipment and personnel, except as noted in separate agreements.
- 9) Access to Records; Give the Cooperators through any authorized representative, access to and the right to examine all records related to this MOU. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

EXHIBIT "C" DEFINITIONS:

Northern Utah CWMA - The Cooperative Weed Management Area is the geographic area generally contained within the borders of Northern Utah CWMA and the adjacent areas of neighboring Counties.

Board- The Board shall consist of the signatories of each cooperating entity of this MOU or their representative, and at least two members that represent the public at large. The Board provides oversight and direction for the Weed Committee.

Sustaining Partners - Private individuals, organizations or other agencies that have vested interests in the Northern Utah CWMA. These partners, although not signatories of this MOU, provide significant additional resources to integrated weed management in the Northern Utah CWMA. Partners may serve on the Board or Weed Committee if selected by the Board.

Steering Committee - The Steering Committee shall represent the CWMA members and consist of those persons with expertise or interest in integrated noxious weed management. The Steering Committee shall operate as a steering group and will be responsible for the daily activities of the Northern Utah CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting. These appointments will be made for 2-year terms.

Technical Resource Committee - The Technical Resource Committee will work with the Steering Committee to represent the CWMA members and provide expertise in integrated noxious weed management. The Technical Resource Committee will be appointed for 2-year voting terms

Working Committee - A group of individuals to work on specified projects. The Chair of each Working Committee shall be a member of the Weed Committee with members recruited as needed. Each Chair will report to the Weed Committee and Board.

CWMA Treasurer - The Northern Utah CWMA Treasurer will serve as the fund manager of all funds received. The treasurer shall report to the Board and be subject to audit by an auditing committee appointed by the Board. (Many CWMA's are using the local RC&D Boards as treasurers)

Annual Operating Plan - The yearly plan prepared by the Weed Committee that identifies activities, projects, and responsible parties. Based on the Annual Operating Plan, separate Agreements may be developed which will require annual Financial Plans

EXHIBIT "D"

NUCWMA

Northern Utah Cooperative Weed Management Area

