

# MEMORANDUM OF UNDERSTANDING

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*for the*

## **Clackamas River Invasive Species Partnership**

This memorandum of understanding (MOU) is made and entered into as of the last date signed below, by and between the following parties (Parties), which represent the collaborative group known as the *Clackamas River Invasive Species Partnership*:

***4-County Cooperative Weed Management Area*** (4CCWMA), a weed management partnership serving the Portland Metropolitan Area;

***Bureau of Land Management-Northwest Oregon District*** (BLM), an agency of the United States of America;

***Clackamas County, by and through its Parks Division*** (CCP), a political subdivision of the State of Oregon;

***Clackamas County Service District No. 1*** (CCSD), a political subdivision of the State of Oregon;

***Clackamas River Basin Council*** (CRBC), a non-profit corporation;

***Clackamas Soil and Water Conservation District*** (CSWCD), a political subdivision of the State of Oregon;

***Metro*** (Metro), an Oregon municipal corporation;

***Natural Resource Conservation Service*** (NRCS), an agency of the United States of America;

***North Clackamas Parks and Recreation District*** (NCPRD), a political subdivision of the State of the State of Oregon;

***Oregon Department of Agriculture Noxious Weed Control Program*** (ODA), an agency of the State of Oregon;

***Oregon Parks and Recreation Department*** (OPRD), an agency of the State of Oregon;

***Portland General Electric*** (PGE), an Oregon corporation;

***United States Forest Service – Mt. Hood National Forest*** (USFS), an agency of the United States of America;

*The Parties agree as follows:*

## **Introduction**

The Clackamas River Basin has been actively managed by people since they arrived in the basin. Clearing forests, burning fields, propagating food crops and building long-term settlements are activities that Native Americans conducted in the basin for millennia before the arrival of European-Americans in the mid-19th century. In the last 150 years, European-Americans have transformed the lower basin from the mostly pastoral setting they found when first settling here, to the urban/suburban condition we have today. As the human population in the Clackamas Basin has grown, so has the intensity of land management. Today, one of the most noticeable ecological side effects of these land uses is the reduced abundance of native species and the increased abundance of invasive species.

Invasive species are defined as those species that are non-native and whose aggressive growth habit allows them to spread quickly and cause harm to our social, economic, and ecological resources, which in turn impacts people. Many invasive species were intentionally introduced by European-American settlers as landscaping plants, food crops, or for other human uses. In general, those areas in the basin that have seen more intensive land management and manipulation have a greater diversity and abundance of invasive species.

If left unchecked, invasive species pose an increasingly negative impact on the environment, the economy, and on society in general. Over time, invasive species simplify plant communities, replacing complex systems of native trees, shrubs, and herbaceous plants with a monoculture of a few non-native plants. The impact of this biological simplification can be far reaching. The Clackamas River Invasive Species Partnership (CRISP) was formed by the Clackamas River Basin Council, the Clackamas Soil and Water Conservation District, and Metro to develop the *Clackamas River Invasive Species Management Plan* (Plan) in order to prioritize and manage invasive species and associated restoration efforts in the Clackamas River Basin.

Developed in collaboration with a Technical Advisory Group (TAG) representing over a dozen agencies and non-profit organizations, the Plan presents both a long-term, basin-wide framework for controlling invasive species and a near-term strategy that is intended to help focus limited resources on the geographies and initiatives where they can have the greatest impact. The Plan is intended to be iterative, and will be adapted and adjusted to changing priorities, partnerships, and conditions within the Clackamas River Basin.

The Plan is not intended to capture or direct all invasive plant control activities within the Clackamas River Basin. Local site conditions and restoration goals amongst CRISP partners necessitates unique management approaches at the property or site level. The Plan is instead focused on creating commonalities between projects, and helping to focus available resources that can affect meaningful change at the landscape level through collective action.

All Parties to this MOU have experience planning and completing invasive species management in the Clackamas River Basin. The Parties have generally followed their own work plans and coordinated when

objectives overlapped. The Clackamas River Invasive Species Partnership now seeks to improve its current level of collaboration and establish a voluntary process for working together.

**1. Purpose**

The purpose of the Clackamas River Invasive Species Partnership (CRISP) is to cooperate and collaborate in prioritizing and managing invasive species and associated restoration efforts in the Clackamas River Basin. The Parties recognize that working together is essential for successful protection, restoration, and stewardship of the Clackamas River Basin. The purpose of this non-binding MOU is to describe a framework for the operations and management of the Clackamas River Invasive Species Partnership, to improve its effectiveness, and to express the commitment of the Parties to cooperate and coordinate in implementing the Plan.

**2. Geographic Area**

The Plan applies to the entire Clackamas River Basin. The Clackamas River Basin refers to the area encompassing the Clackamas Hydrologic Unit Code (17090011) in Clackamas and Marion counties of Oregon.

**3. Goals**

The primary goal of the CRISP is to improve invasive species management in the Clackamas River Basin. The Parties will so do by utilizing the experience, skills, and resources of each organization and by engaging landowners in the area through outreach and education.

Through implementation of the Plan and through other coordinated activities, the Parties wish to accomplish the following outcomes:

- Develop and maintain a coalition of federal, state, regional, and local partners to prioritize and coordinate invasive plant control and revegetation efforts throughout the basin;
- Secure new and sustainable sources of funding to implement and maintain these efforts;
- Align local and regional policies to support effective invasive species management;
- Promote a culture among public and private land owners within the basin that recognizes the need to actively manage invasive plants and enhance natural areas;
- Identify and prioritize sub-watersheds, natural areas, and important habitats for protection and enhancement;
- Develop invasive plant treatment strategies that identify and prioritize specific actions for managing invasive species through the coordination of existing efforts and resources;
- Prevent the introduction or spread of new invasive species, reduce the distribution and cover of priority invasive species, and restore priority natural areas currently infested with common, priority, or new invasive species;
- Develop strategies to use limited resources to accomplish measurable, impactful, and lasting improvements within the basin.
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#### 4. **Authority**

**4.1 For the BLM:** Section 307(b) of the *Federal Land Policy and Management Act of 1976*, 43 U.S.C. 1737(b), authorizes the Secretary, subject to the provisions of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development and sale of public lands.

**4.2 For all other Parties:** The Parties agree that, subject to necessary organizational approvals, each has the capacity and corporate authority to represent their respective corporations and are acting with full and complete knowledge of their respective corporations in signing this non-binding MOU.

#### 5. **Roles**

**5.1 General roles:** Each Party has special expertise and experience that are essential to the success of the Clackamas River Invasive Species Partnership. The Parties intend to support the purpose of this MOU and the Clackamas River Invasive Species Partnership to the fullest extent of their organizations' ability to do so. By signing this MOU, each Party is volunteering to lend its expertise to the success of the Clackamas River Invasive Species Partnership and all of its agreed upon endeavors.

**5.2 Partnership Non-Binding Commitment:** Each Party is solely responsible for identifying, developing, implementing and monitoring its own projects and programs to ensure they meet the purpose of the Clackamas River Invasive Species Partnership and maintain high standards of accountability, effectiveness, technical and ecological merit. This MOU is not intended to restrict the freedom of any Party to, among other things, engage in its own work in advancing the management of invasive species in the Clackamas River Basin. This MOU is simply intended to memorialize the intent of all Parties to cooperate and coordinate to the degree possible for each organization, in such organization's sole discretion, and to provide a framework within which to guide the Parties' voluntary cooperation in order to produce synergistic, invasive species management in the Clackamas River Basin.

#### 6. **Collaborative Group Structure, Governance, and Procedures**

The below provisions describe the framework that the Parties agree would be most beneficial to the purposes of the Clackamas River Invasive Species Partnership. That said, the provisions are not intended to be binding commitments and may be modified at any time to meet the ongoing needs of the Clackamas River Invasive Species Partnership.

**6.1 Clackamas River Invasive Species Partnership Chair:** The Clackamas River Invasive Species Partnership will be directed by a Chair. The Parties will elect a Chair by December 1<sup>st</sup> of each year, and the Chair shall serve for the following calendar year. If a Chair is unable to complete the term, the Parties will elect a replacement as soon as possible.

- 6.2** **Liaisons:** Each Party will designate a single representative to serve as Liaison to represent the organization. This liaison may change periodically, but it is the responsibility of the Party to ensure that this liaison adequately represents the Party's position and perspective.
- 6.3** **Meetings:** The Parties will cooperate and coordinate by holding regular meetings to discuss the planning and implementation of the Plan and to discuss other business related to the Clackamas River Invasive Species Partnership. The Parties will establish a regular meeting schedule based on the needs and availability of the Parties. Each Party liaison will be responsible for attending each group meeting. The meetings will be directed by the Chair and be guided by an agenda created prior to the start of each meeting. One Party liaison will record minutes for each meeting, in order to record decisions and understandings that are discussed at each meeting.
- 6.4** **Decision making:** Decision making will be by consensus among all Party liaisons. If consensus is not possible, the group will decide together how to proceed until consensus is ultimately reached.
- 6.5** **Information Sharing:** The Parties agree to each provide the other any information reasonably requested that is necessary to meet each Party's obligations under this MOU.
- 6.6** **Representation of the Clackamas River Invasive Species Partnership:** The Parties are encouraged to communicate publicly about the purpose of the Clackamas River Invasive Species Partnership. In the event a Party wishes to represent the Clackamas River Invasive Species Partnership in a way that is beyond the scope of this MOU and/or Clackamas River Invasive Species Partnership-approved materials, the Party will first seek the consent of the other Parties. Although all Parties are encouraged to speak publicly about the Clackamas River Invasive Species Partnership and their role in it, no Party may represent another without the consent of the affected Party or Parties.
- 6.7** **Media and Communications:** The Parties will coordinate their public statements about the Clackamas River Invasive Species Partnership and any projects associated with it. All Parties will be afforded a reasonable opportunity to review, edit, and approve all marketing materials, public statements, and media communications concerning the Clackamas River Invasive Species Partnership prior to initial publication or release.
- 6.8** **Use of Materials:** Except as otherwise expressly limited, the Parties may each publish, reproduce, and use all technical data developed for the Clackamas River Invasive Species Partnership in any manner and for any purpose, and may authorize others to do the same.

- 6.9** **Confidentiality:** No Party is required to submit any information to the Clackamas River Invasive Species Partnership or any other entity that violates the Party's confidentially responsibilities. When a Party shares confidential information, it will clearly identify such information as confidential. Additionally, each Party recognizes the importance of protecting confidential information provided by another Party and agrees to not to use such confidential information for any purpose other than that agreed to by the Party providing the information.
- 6.10** **Notify in Writing:** The Parties agree to promptly inform one another in writing if, for any reason, problems arise during the term of this MOU that may affect a Party's ability to participate in the Clackamas River Invasive Species Partnership.
- 6.11** **Cost of Partnership Participation:** Each Party is responsible for its individual participation costs associated with the Clackamas River Invasive Species Partnership, unless otherwise agreed to by the Parties in a separate, binding agreement.

## 7. **Fiscal Grant Administration**

On behalf of CRISP, the CSWCD, CRBC, and Metro applied for and received a Portland General Electric Clackamas Fund grant to support implementation of the Plan over the next five years. In accordance with the Portland General Electric Clackamas Fund Agreement, CSWCD will serve as administrator and fiscal agent for the grant. The CSWCD will also administer any partner or funding agreements between Parties associated with implementation of the Portland General Electric Clackamas Fund. CSWCD designates the following project manager as point-of-contact for CRISP related activities.

*Samuel Leininger  
WeedWise Program Manager  
Clackamas Soil and Water Conservation District  
221 Molalla Ave. Suite 102  
Oregon City, OR 97045  
503-210-6006  
sleininger@conservationdistrict.org*

The CSWCD will work collaboratively with all Parties and receive direction from the group, as discussed above, as to how to direct PGE funds. Distribution and applicable use of grant funds will occur according to the Portland General Electric Clackamas Fund Agreement and any agreements made between the Parties.

This MOU does not limit Parties from seeking or administering additional funding to support implementation of the Plan. Parties are encouraged to seek additional funding to further support implementation of the Plan, particularly for properties they own or manage. Parties may secure and administer additional funds and are not subject to the provision outlined in the PGE Clackamas Fund grant agreement. Parties are encouraged to coordinate efforts with CRISP partners, to prevent overlap and to best utilize CRISP partner resources.

## 8. *Miscellaneous Provisions*

- 8.1 No Agency, Joint Venture or Partnership:** The term “Clackamas River Invasive Species Partnership” describes a collaborative approach to restoration work, not a legal relationship. All Parties agree and acknowledge that this MOU does not create any agency, joint venture, partnership, or similar legal relationship between them. Each Party agrees that it is solely responsible for its own acts and the results thereof. No Party is authorized to enter into any agreements or undertakings for or on behalf of the other or to hold itself out as an agent or representative of the other. Under no circumstances shall this MOU be interpreted to make any Party liable for the actions, debts, or obligations of any other Party.
- 8.2 Indemnification:** Because this is a nonbinding document, each Party acknowledges that they are solely responsible for any damage or any third party liability which may arise from the Parties’ own acts or omissions under this MOU, subject to the applicable limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution. The Parties shall not be required to indemnify nor defend the other party for any liability arising out of the wrongful acts of employees or agents of any other Party.
- 8.3 Non-Obligation Document:** **This MOU is not a fiscal obligation document.** Nothing in this MOU obligates the Parties to secure matching funds or enter into contracts or other funding instruments to carry out the purposes of this MOU. No Party shall have any right, power, or authority to create any obligation, expressed or implied on behalf of another Party. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the Parties to this MOU 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 must be made in writing by representatives of the Parties and be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement
- 8.4 Voluntary Participation:** This MOU reflects an entirely voluntary non-binding commitment between the Parties. This MOU in no way obligates or restricts the activity of any Party. Any Party may withdraw from the MOU upon notification to the other Parties.
- 8.5 Non-Exclusive:** This MOU does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest.

- 8.6** **Additional Parties:** The Parties agree that changing conditions in the Clackamas River watershed present ongoing challenges that will require membership in the Clackamas River Invasive Species Partnership to grow. Additional parties may, and are encouraged to, be added to the MOU provided the new member shares the Clackamas River Invasive Species Partnership's core purpose and focus, and agrees to the Clackamas River Invasive Species Partnership's model of collaboration, as outlined in this MOU. Potential new members of the Clackamas River Invasive Species Partnership must submit a letter of interest to the Chair no later than October 1<sup>st</sup> of each year. All Parties will be notified of the proposed addition, and the Parties will consider the application at their winter meeting.
- 8.7** **Notice:** All notices and communications required in connection with this MOU will be given in writing and are deemed to have been duly given, made, and received (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile or email transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery with proof of mailing; or (d) three business days after deposit, if delivered by first class or priority United States mail, with proof of mailing. The Parties' addresses are provided in *Attachment A*.
- 8.8** **Records Management:** Each Party owns the rights to all data/records produced as part of this MOU. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the MOU, made available upon request, and upon termination of the MOU will be turned over to the Parties. No Party shall retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- 8.9** **Public Records:** Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) or State public records laws.
- 8.10** **Modification:** This MOU should be amended only by the mutual prior written agreement of the Parties, which must be signed and dated by all Parties prior to the implementation of any changes.

**9. Term**

This MOU is effective for each party as of the date of their respective signature page, and shall continue in force until revoked by mutual consent of the Parties. The Parties will review this entire MOU at least every three years to ensure that its provisions best serve the purpose and objectives of the Clackamas River Invasive Species Partnership.

**10. Termination**

This MOU, though non-binding, should be terminated by mutual consent of the Parties.

**11. Non-enforceability**

This MOU provides suggested, non-binding guidelines for the organization and operation of the Clackamas River Invasive Species Partnership that are intended to benefit all Parties to the Agreement and their respective successors, agents, and assigns. However this agreement is under no circumstances intended to be interpreted as binding obligation document or provide a basis for a cause of action to enforce its provisions.

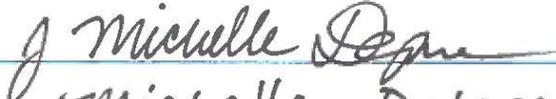
The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**4-County Cooperative Weed Management Area**

**Representative:**

Name: Michelle Delepine  
Title: 4-County CWMA Co-Chair  
Address: 2701 NW Vaughn St Ste 450 Port, OR 97210  
Phone: 503-238-4775 x 115  
Email: Michelle@wmswcd.org

**Signature:**

Signature:   
Printed Name: Michelle Delepine  
Date: 7/19/17

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Bureau of Land Management-Northwest Oregon District**

**Representative:**

Name: Jose L. Linares

Title: District Manager

Address: 1717 Fabry Rd SE, Salem, OR

Phone: 503 375-5642

Email: JLLinares@BLM.GOV

**Signature:**

Signature: 

Printed Name: Jose L. Linares

Date: 6/7/16

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Clackamas County, by and through its Parks Division**

**Representative:**

Name: Rick Gruen

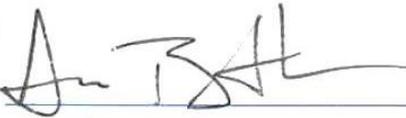
Title: Manager, County Parks & Forest

Address: 150 Beavercreek Rd, Oregon City, OR 97045

Phone: 503-742-4345

Email: rgruen@clackamas.us

**Signature:**

Signature: 

Printed Name: GARY BARTH

Date: 7/17/17

*The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.*

**Clackamas River Basin Council**

**Representative:**

Name: Cheryl D. McGinnis

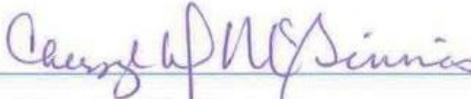
Title: Executive Director

Address: PO Box 1869, Clackamas, OR 97015

Phone: 503-303-4372 ext100

Email: cheryl@clackamasriver.org

**Signature:**

Signature: 

Printed Name: Cheryl D. McGinnis

Date: 7/12/2017

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Clackamas Soil and Water Conservation District**

*Representative:*

Name: Tom Salzer

Title: General Manager

Address: 221 Molalla Avenue, Suite 102, Oregon City, OR 97045

Phone: 503-210-6000

Email: tsalzer@conservationdistrict.org

*Signature:*

Signature: Tom Salzer

Printed Name: TOM SALZER

Date: 4/19/2017

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Metro**

**Representative:**

Name: DAN MOELLER

Title: CONSERVATION PROGRAM DIRECTOR

Address: 600 NE GRAND AVE. PORTLAND OR 97232

Phone: 503-797-1819

Email: DAN.MOELLER@OREGONMETRO.GOV

Signature: 

Printed Name: DAN MOELLER

Date: 4/19/2017

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**North Clackamas Parks and Recreation District**

**Representative:**

Name: Tonia Williamson  
Title: Natural Area Coordinator  
Address: 150 Beaver Creek Rd.  
Phone: 503-742-4357  
Email: t.williamson@clackamas.us

**Signature:**   
Signature: \_\_\_\_\_  
Printed Name: GARY BARTH  
Date: 5/15/17

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Natural Resource Conservation Service - Clackamas**

**Representative:**

Name: Kimberly Galland

Title: District Conservationist

Address: 221 Molalla Ave Suite 120

Phone: 503-210-6032

Email: kimberly.galland@or.usda.gov

**Signature:**

Signature: K. Galland

Printed Name: Kimberly Galland

Date: 7-12-2017

*The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.*

**Oregon Department of Agriculture, Noxious Weed Control Program**

**Representative:**

Name: Tim Butler

Title: Program Manager

Address: 635 Capitol St. NE

Phone: 503-986-4621

Email: tbutler@oda.state.or.us

Signature: \_\_\_\_\_

Signature: Tim v. Butler

Printed Name: TIM V. BUTLER

Date: 7-17-17

*The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.*

**Oregon Parks and Recreation Department**

**Representative:**

Name: Trevor Taylor

Title: Stewardship Section Manager

Address: 725 Summer St NE Suite C Salem OR 97301

Phone: 503-986-0738

Email: trevor.taylor@oregon.gov

**Signature:**

Signature: 

Printed Name: Trevor Taylor

Date: 4/14/2017

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Portland General Electric**

**Representative:**

Name: **Maria Pope**

Title: **Senior Vice President, Power Supply and Operations and Resource Strategy**

Address: **121 SW Salmon Street, Portland OR 97204**

Phone: **(503) 464-2095**

Email: **Maria.Pope@pgn.com**

**Signature:**

Signature:  

Printed Name: **Maria Pope**

Date: **May 9, 2017**

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Clackamas County Water Environment Services, on behalf of Clackamas County Service District No. 1,**

**Representative:**

Name: Greg Geist

Title: WES Director

Address: 150 beavercreek Rd, Oregon City, OR 97045

Phone: 503-742-4560

Email: ggeist@clackamas.us

**Signature:**

Signature: 

Printed Name: Greg Geist

Date: 7.17.2017

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**The United States Department of Agriculture Forest Service – Mt. Hood National Forest**

**Representative:**

Name: Jackie Groce

Title: District Ranger, Clackamas River Ranger District

Address: 595 NW Industrial Way, Estacada, OR 97023

Phone: 503-630-8701

Email: jgroce@fs.fed.us

**Signature:**

Signature: Jackie Groce

Printed Name: Jackie Groce

Date: 7/21/17

The parties hereto have executed this Clackamas River Invasive Species Partnership MOU as of the date of signature below.

**Columbia Land Trust**

**Representative:**

Name: Emily Matson

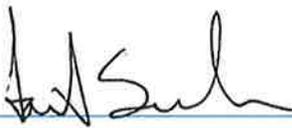
Title: Land Steward

Address: 850 Officers Row Vancouver WA 98661

Phone: 360 567 1576

Email: ematson@columbialandtrust.org

**Signature:**

Signature:  Ian A. Sinks Stewardship Director

Printed Name: Ian A. Sinks

Date: 12/12/17