

RECEIVED
AUG 05 2014

**MEMORANDUM OF UNDERSTANDING
FOR THE
LITTLE BEAR CREEK WATERSHED
COOPERATIVE WEED MANAGEMENT AREA**

City of Woodinville

The parties to this Memorandum of Understanding (MOU) are Snohomish County Surface Water Management (SWM); Snohomish County Parks and Recreation (SPR); Snohomish County Noxious Weed Control Board (SCNWCB); King County Water and Land Resources Division (KCWLRD); Snohomish Conservation District (SCD); Adopt A Stream Foundation (AASF); City of Woodinville; EarthCorps; Mountains to Sound Greenway Trust (MTSG); Forterra; Friends of the Cedar River Watershed; Seattle City Light (SCL); King County Brightwater Project (Brightwater); Washington State Department of Transportation (WSDOT); and Washington Department of Fish and Wildlife (WDFW).

WDFW enters into this Agreement under authority of Chapter 39.34 RCW of Washington State, Interlocal Cooperation Act. The Snohomish County Noxious Weed Control Board enters into this agreement under authority of Chapter 17.10 RCW.

The Snohomish Conservation District enters into this agreement under the authority of the Federal Grants and Cooperative Agreement Act of 1977, and specifically 16 U.S.C. Section 1f, "...sharing....services in carrying out authorized functions and responsibilities..."

The Adopt A Stream Foundation is signatory to this agreement by direct approval and authority of its board of directors compliant with good governance concepts.

PURPOSE

The Parties listed above have weed management interests or responsibilities on adjacent and co-mingled lands associated with the tributaries and main-stem of the Sammamish Watershed (WRIA 08), Snohomish County, and include the tributaries and main stem of Little Bear Creek in Snohomish County and King County. Each of the Parties has a common interest in weed management within the above basin. Weed populations in one jurisdiction affect the ability of other land managers to manage weeds on lands they administer, especially in an aquatic environment. The Parties desire to work together to promote an integrated and coordinated approach to weed management through information exchange, education and training, coordination of inventory and management techniques, and sharing of resources when appropriate. The purpose is also to minimize the spread of invasive species, identify high priority areas for control, and act to prevent economic and ecological impacts from these species.

1.01 Definitions

Little Bear Creek Watershed CWMA – The Cooperative Weed Management Area is the

geographic area contained within the Sammamish River Basin WRIA 08. This agreement is specifically directed toward management of riparian and aquatic weeds that infest or threaten the water-bodies of the Little Bear Creek watershed, with a focus on knotweed (*Polygonum spp.*).

Department of Fish and Wildlife (WDFW) – an agency of the state of Washington.

Snohomish County Public Works/ Noxious Weed Board – Appointed members of the Snohomish County Noxious Weed Control Board, authorized by the County Council.

Working Group – The working group shall be comprised of one representative of each of the Parties to this MOU, and will be comprised of persons with expertise or interest in integrated weed management. The working group will be open to recommendations and suggestions from any interested group member. The working group will guide the activities of the Little Bear Creek CWMA including planning, organization and project identification.

Memorandum of Understanding – The Parties listed above enter into memoranda of understanding, in good faith, with public and private agencies to collaborate on and/or coordinate programs and to define institutional linkages along broad areas of concern. Memoranda of Understanding are not legal contracts and do not obligate the resources of the Parties. Parties to the CWMA MOU will make efforts to complete the objectives but they shall voluntarily agree to the priorities as agreed upon, but shall not be required to perform work as part of the agreement.

Noxious weeds are non-native plants introduced to Washington through human actions. The Washington State Noxious Weed Control Board adopts a State Noxious Weed list each year. This list categorizes weeds into three major classes –A, B, and C– according to the seriousness of the threat they pose to the state or region of the state. The Little Bear Creek watershed is affected by a number of aquatic weeds listed in the current Snohomish County and Washington State Noxious Weed Lists.

2.01 Objectives

- Build an efficient working group that sets priorities on an annual basis and coordinates efforts to accomplish priority management actions. It will be a forum for communication regarding weed control concerns and resource protection activities such as restoration of areas degraded by weeds. The focus of this group will be knotweed control.
- Develop and implement inventory and control measures for the CWMA.

3.01 Functions of the Working Group

- Identify and prioritize species to be managed in the CWMA.
- Share information regarding weed inventories, management and maps on an annual basis.
- Share existing educational program materials and develop new resources that fill gaps in the resources available for public education, in particular educational/training resources for landowners.
- Share equipment and resources.

- Promote restoration and release of native vegetation associated with riparian and aquatic areas.
- Identify and pursue opportunities for long term funding of the weed management area programs described herein.
- Work to prevent and communicate about new infestations.

4.01 Terms and Conditions

- (1) This MOU is executed as of the date of the last signature and is effective for a period of 5 years from that date, at which time it will automatically expire unless extended.
- (2) New parties may be added to the MOU only with the unanimous approval of the working group.
- (3) Amendments. This MOU shall be amended only by written agreement signed by all parties to this MOU.
- (4) Nothing in this agreement supersedes the regulatory duties or authorities of its signatories.
- (5) Modifications within the scope of the 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.
- (6) Termination. Any of the parties, in writing, may terminate its participation in the instrument in whole, or in part, at any time before the date of expiration.
- (7) It is recognized that each Party has the primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to voluntarily share resources with each other as legal authorities may permit and subject to the approval of each party's respective governing body.
- (8) This instrument in no way restricts Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- (9) This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this instrument will be handled in accordance with each Party's 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. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must

fully comply with all applicable requirements for competition.

- (10) 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, its officers, or any person or other Party to this MOU.
- (11) Promotions – No party to this agreement shall publicize, or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which the other parties represent). No release of information relating to this agreement may state or imply that the Government approves of the other parties' work product, or considers the other parties' work product to be superior to other products or services.
- (12) Publications of Results of Studies -No party of this agreement will unilaterally publish a joint publication without consulting the other parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- (13) Independence – All the parties of this agreement are independent of each other and nothing in this agreement is intended, or shall be deemed, to create a relationship of partners or joint venturers, or any other association for profit between them.
- (14) Compliance with Laws - Each party shall endeavor to comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements currently in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.

Agency Contact	Title	Address	Phone	email
Snohomish County Noxious Weed Control Board				
Sonny Gohrman	Program Coordinator	8915 Cathcart Way, Snohomish, WA 98296	425-388-7548, 425-760-0992	sonny.gohrman@snoco.org
Snohomish County Surface Water Management				
Scott Moore	Watershed Steward	3000 Rockefeller Ave M/S - 607 Everett, WA 98201	425-388-3465	s.moore@snoco.org
Snohomish Conservation District				
Cindy Dittbrenner	Habitat Restoration Specialist	528 91st Ave NE, Ste. A Lake Stevens, WA 98259	425-335-5634 (113)	cindy@snohomish.cd.org
King County Water and Land Resources Division				
Steven Burke	Noxious Weed Program manager	201 S. Jackson St. Suite 600 Seattle, WA 98104	206-477-4639	Steven-J.Burke@kingcounty.gov
Adopt A Stream Foundation				
Brooke Clement	Ecologist	NW Stream Center 600 -128th Street SE Everett, WA 98208	425-316-8592 (112)	brookec@streamkeeper.org
Snohomish County Parks and Recreation				
Dale Kolbe	Habitat Steward	6705 Puget Park Drive, Snohomish, WA 98296	425-508-2658	dale.kolbe@snoco.org
Forterra				
Judy Blanco	Project Manager	901 5th Avenue, Ste. 2200 Seattle WA 98164	206-905-6890	jblanco@forterra.org

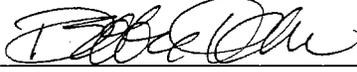
Agency Contact	Title	Address	Phone	email
City of Woodinville				
Debra Crawford	Planner	17301 - 133rd Ave NE Woodinville, WA 98072	425-877-2285	debrac@ci.woodinville.wa.us
Mountains to Sounds Greenway Trust				
Lisa Nelson	Habitat Restoration Coordinator	911 Western Ave Suite 203 Seattle, WA 98104	206.373.1598	lisa.nelson@mtsgreenway.org
Friends of Cedar River Watershed				
Keri Pravitz	Executive Director	6512 23rd Ave NW Seattle, WA 98117	206-297-8141	keri@cedarriver.org
EarthCorps				
Bill Brosseau	Field Director	6310 NE 74th St, #201E Seattle, WA 98115	206-322-9296 x207	bill@earthcorps.org
Seattle City Light				
Peggy Owens	Field Supervisor	700 5th Avenue Suite 3200 P.O. Box 34023 Seattle, WA 98124-4023	206-386-1779	margaret.owens@seattle.gov
Washington Department of Transportation				
Ray Willard	Supervisor	310 Maple Park Avenue SE P.O. Box 47300 Olympia, WA 98504-7300	360-705-7865	WILLARR@wsdot.wa.gov
Washington Department of Fish and Wildlife				
Christa Heller	Biologist	16018 Mill Creek Boulevard Mill Creek, WA 98012-1541	425-313-5681	Christa.Heller@dfw.wa.gov

Agency Contact	Title	Address	Phone	email
Brightwater Education and Community Center				
Kristen Covey	Site Manager	22505 State Route 9 SE Woodinville, WA 98072-6010	206-263-9412	Kristin.Covey@kingcounty.gov

APPROVED

SNOHOMISH COUNTY PUBLIC WORKS /
SURFACE WATER MANAGEMENT

Dated: 2/5 ²⁰¹⁴₂₀₁₃

By: 

Title: SWM Director, Snohomish Co. ^{Everett WA 98201}

Address: 3000 Rockefeller Ave

Phone: 425 388-6410

SNOHOMISH COUNTY NOXIOUS WEED
CONTROL BOARD

Dated: June 18, 2013¹⁴

By: [Signature]

Title: Noxious weed board Pres.

Address: _____

Phone: _____

ADOPT A STREAM FOUNDATION

Dated: January 8, 2014

By: Thomas B. Woodcock

Title: Executive Director

Address: NW Stream Center
600-128th street SE Everett WA 98208

Phone: 425-316-8592

KING COUNTY WATER AND LAND
RESOURCES DIVISION

Dated: January 30, 2014.

By: 

Title: DIRECTOR, WATER DIVISION

Address: 201 S. JACKSON STREET.
SEATTLE, WA

Phone: 206-466-4701

CITY OF WOODINVILLE

Dated: Dec. 10, _____, 2013.

By: *Richard G. Jahn*

Title: CITY MANAGER

Address: 17301 133RD AVENUE NE
WOODINVILLE, WA 98012

Phone: (425) 489-2700

MOUNTAINS TO SOUND GREENWAY TRUST

Dated: 12/6/13, 2013.

By: Lisa Nelson

Title: Restoration Project Coordinator

Address: 1980 NW Sammamish Rd
Issaquah WA 98027

Phone: 206-373-1598

FRIENDS OF THE CEDAR RIVER
WATERSHED

Dated: DECEMBER 11, 2013.

By:  KERI PRAVITZ

Title: EXECUTIVE DIRECTOR

Address: 6512 73RD AVE NW #320
SEATTLE WA 98177

Phone: 206.297.8141

FORTERRA

Dated: 12/19, 2013.

By: AM

Title: COO

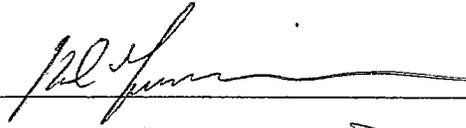
Address: 901 5th Ave, #2200
Seattle, WA 98164

Phone: 206-405-6949

Teresa Macaluso

SNOHOMISH COUNTY PARKS AND
RECREATION

Dated: DEC 4, 2013.

By: 

Title: DEP DIRECTOR PARKS

Address: 1446 S 179TH AVE SE.

Phone: 360-805-6729

SEATTLE CITY LIGHT

Dated: February 13, 2013, 2013.

By: Margaret (Peggy) Owens

Title: Transmission Line Crew Chief

Address: 3613 4th Ave S, Room A-210
Seattle, WA 98134

Phone: 206-459-4175_____