

# Fairbanks Cooperative Weed Management Area (Fairbanks CWMA)

## Memorandum of Understanding Agreement

2.14.06

### *Pulling Together: the Fairbanks CWMA*

Public and private landowners across the Fairbanks Soil and Water Conservation District (FSWCD) are concerned with invasive plant infestations, commonly known as weeds. Invasive plants are typically identified as non-native undesirable species which are currently growing within the landscape and those that may be introduced; as defined by the Fairbanks Cooperative Weed Management Area. These infestations reduce the biological, agricultural, recreational, and economic value of the land, decrease native plant populations, and degrade ecosystems. For management efforts to be successful, a broad-scale, coordinated and systematically integrated approach to managing these invasive plants is necessary.

Taking a landscape-scale view places specific weeds and treatment sites in context with the geographic distribution of invasive plants, susceptible habitats and management feasibility. Weed management areas typically focus on finding solutions to invasive weeds across a landscape rather than strictly focusing on specific land ownerships.

### **Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to recognize the Fairbanks Cooperative Weed Management Area (CWMA) and to establish the basis for participants to cooperate, to coordinate activities, and to share resources necessary for the prevention and control of invasive plants on public, private and tribal lands across ownership boundaries within the CWMA.

By creating a framework to accomplish mutually beneficial projects and activities, the MOU promotes cooperation between participants, also known as stakeholders. Each stakeholder will benefit from shared resources, combined expertise, shared responsibilities, unified strategy, consistency of methods, and collective results. The intention is to facilitate active communication and cooperative effort pertinent to responsible stewardship on all land types regarding invasive plants. All stakeholders are accepted as equal partners in this agreement.

The signatory parties, hereafter referred to as Stakeholders, propose to work together, within the scope of their respective authorities, towards achieving sustainable, healthy ecosystems free of non-native invasive plant species that support wildlife habitat, forested, agricultural, and recreational lands. Additionally, all agencies and organizations will seek to supply the public with relevant knowledge and skills, land stewardship practices, awareness related to invasive plant issues, and adaptive management programs.

### **Areas of Agreement:**

Stakeholders of the Fairbanks CWMA are aware of the problems caused by invasive plant species and recognize that active management is necessary to control or to eradicate existing invasive plants within the Fairbanks CWMA boundaries and to prevent the establishment of additional invasive plant species.

Therefore, We, the Stakeholders, collectively agree to the following actions:

1. To minimize the introduction of invasive plants (weeds) by:
  - Recognizing introduction vectors and monitoring for invasive plant and seed importation
  - Promoting public awareness through education
  - Encouraging an invasive plant control and prevention plan for work that disturbs or imports soil or fill materials, when relevant and appropriate
2. To promote control of existing weed occurrences by supporting invasive plant management efforts and activities. This support may include:
  - Coordinating with other Stakeholders to develop efficient and effective plans
  - Providing land access for weed surveys
  - Sharing scientific and technical expertise
  - Maintaining records of invasive plant control efforts
  - Participation in control efforts
  - Contribution of work time
  - Contribution of funds
  - Sharing of resources when possible, including maps, imagery, reports, surveys and equipment
3. The Fairbanks Soil and Water Conservation District agrees to:
  - Actively seek funding for CWMA activities
  - Provide lead staff support for the organization
  - Provide coordination and leadership for the CWMA
  - Work with the Alaska Association of Conservation Districts, when appropriate

### **Independent Responsibilities:**

Each stakeholder has a primary responsibility to its own governing body and lands under its jurisdiction. Stakeholders agree to provide resources to each other as legal authorities may permit. All stakeholders are responsible for their own funds, equipment, and personnel.

This MOU in no way restricts stakeholders from participating in similar activities with other public or private agencies, organizations and individuals.

Stakeholders are encouraged to work together to enhance their resource management capabilities and to generally advance the state of knowledge of invasive plant species within the Fairbanks CWMA. The Fairbanks Soil and Water Conservation District agrees to act as an information clearing-house and repository for Stakeholders in the Fairbanks CWMA.

**Indemnification:**

To the extent allowed under Federal Tort Claims Law, each Stakeholder shall defend, indemnify, and hold harmless each of the other Stakeholders, their officers, employees and agents from any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent of such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the indemnifying Stakeholders.

**Modification and Termination:**

This agreement will be effective from the date of signature of at least three Stakeholders. Any Stakeholder may terminate their involvement in the Fairbanks CWMA by providing written notice.

This MOU may be amended as necessary by a majority of the Stakeholders by execution of a written amendment. Stake holders that disagree with amended MOU may send objections or terminate agreement.

This MOU will be reviewed every two (2) years and updated if necessary.

**Fairbanks CWMA Contact(s):**

The regional contacts for this agreement are:

Cassidee Hall/Joni Scharfenberg  
Fairbanks SWCD  
590 University Ave. Suite B  
Fairbanks, AK 99709  
(907) 479-1213  
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The list of all signatory stakeholders and each signed MOU will be kept on file with the above contact and made available to all, upon request. In addition, the Fairbanks CWMA Charter, Budget, Strategic Plan and all annual plans will be similarly filed and available.