

## **MEMORANDUM OF UNDERSTANDING**

### **Pulling Together the ANC-CWMA**

#### **INTRODUCTION**

Public, private and tribal landowners, land managers and land users throughout the Municipality of Anchorage are concerned with invasive plant infestations, commonly known as weeds. Both currently existing infestations and those that potentially could occur in the future are of concern. Invasive plant infestations reduce the biological, agricultural, recreational and economic value of the land, decrease native plant populations and degrade ecosystems.

The goal of a Cooperative Weed Management Area (CWMA) is to prevent the reproduction and spread of weeds into, within and from the WMA. The Anchorage Cooperative Weed Management Area encompasses the Municipality of Anchorage, from Eklutna to Girdwood. Weed Management Areas typically focus on finding solutions across the landscape rather than focusing strictly on specific land ownerships. Taking a landscape-scale view places specific weeds and treatment sites in context with the geographic distribution of invasive species, susceptible habitats and management feasibility.

#### **PURPOSE**

The purpose of the Memorandum of Understanding (MOU) is:

1. to recognize the ANC-CWMA, and
2. to establish the basis for participants to work together to achieve the common goals of:
  - a. preventing, containing and/or eradicating invasive plant infestations, by, but not limited to:
    - recognizing introduction vectors and monitoring for invasive plant and seed importation;
    - promoting public awareness and land stewardship skills through education;
    - encouraging contracts for work that disturbs or imports soil or fill materials to have an invasive plants control and prevention plan;
    - supporting the full implementation of control efforts; and
  - b. restoring natural ecosystem function to the extent feasible.

By creating a framework to accomplish mutually beneficial projects and activities, the MOU promotes cooperation among signatories and their partners. Each of the signatories will benefit from shared resources, combined expertise, shared responsibilities, a unified strategy, consistency of methods and collective results. All signatories are accepted as equal partners in this MOU.

## **DEFINITIONS**

ANC-CWMA – The Anchorage Cooperative Weed Management Area between and including Eklutna and Girdwood.

Board – The Board shall consist of the signatories of each cooperating entity of this MOU or their representative. The Board provides oversight and direction for the Steering Committee. The original signatories to this agreement will be considered the Charter Members.

Sustaining Partners – Individuals or organizations who, while not a signatory to the MOU, provide significant additional resources to integrated weed management in the ANC-CWMA (for example, neighboring CWMA's or individual land owners). Sustaining Partners may serve on the Board or Steering Committee if selected by the Board.

Steering Committee – This committee shall represent the Board and consist of those persons with expertise or interest in integrated weed management. The Steering Committee will be responsible for the daily activities of the ANC-CWMA including planning, organization, fiscal operations, project identifications and accomplishments, inventory, monitoring and reporting.

Working Committees – A group of individuals who agree to work on specific projects. The Chair of each Working Committee shall be a member of the Steering Committee with members recruited as needed. Each Chair will report the activities of their Working Committee to the Steering Committee and Board. These may be accomplished via e-mail or attendance at Steering Committee meetings. The duration for the existence of each committee will be project specific.

Fiscal Manager -- will serve as the funds manager for all funds received by the ANC-CWMA

Annual Operating Plan – The yearly plan prepared by the Steering Committee that identifies activities, projects and responsible parties. The annual operating plan will also contain the financial plan for the year.

Financial Plan – A table identifying projects with estimated costs and sources of funding.

## **AGREEMENT**

We, the Signatories, collectively agree to the following actions:

1. A Board will be established, consisting of a representative from each signing party. In addition, three additional Board members may be chosen from the pool of Sustaining Partners or the public at-large, if selected by the Board. The purpose of the Board will be to provide direction and

oversight and to monitor the activities related to weed management covered by this MOU.

2. The Board shall meet annually to approve annual operating plans and reports of accomplishment.
3. Each member of the Board shall designate a representative from their organization to serve on the Steering Committee for the purpose of conducting the business of the ANC-CWMA. The Steering Committee will operate by consensus with a commitment to cooperation across their respective authorities or jurisdictional boundaries as appropriate.
4. Each entity on the Board retains discretionary prerogative for areas under their individual authority.
5. The ANC-CWMA Steering Committee will:
  - a. Develop a Strategic Weed Management Plan
  - b. Develop an Annual Operating Plan
  - c. Render decisions and guide ANC-CWMA activities consistent with this MOU, the Strategic Plan and Board directives.
  - d. Oversee and implement ANC-CWMA activities.
  - e. Provide an annual written report of project accomplishments to the Board.
  - f. Be comprised of a Chair, Vice-Chair (with recording duties) and general members as determined by the Steering Committee and approved by the Board.
  - g. Require written approval for ANC-CWMA expenditures from two Steering Committee members which will include at least the Chair or Vice-Chair.
6. It is recognized that each signatory has primary responsibility to its own governing body and lands and waters under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit, which may include:
  - a. Land access for weed surveys;
  - b. Sharing scientific and technical expertise;
  - c. Participation in control efforts;
  - d. Contribution of work time;
  - e. Contribution of funds;
  - f. Sharing resources when possible, including maps, imagery, reports, surveys and equipment;
  - g. In-kind support.
7. Sustaining Partners in ANC-CWMA include but are not limited to, any private citizen and other CWMA's in Alaska or elsewhere.

8. This Memorandum of Understanding in no way restricts signatories from participating in similar activities with other public or private agencies, organizations or individuals. All signing parties will be responsible and accountable for their own funds, equipment and personnel, except as noted above.
9. Nothing in this MOU shall obligate signatory parties to expend appropriations or to enter into any contracts or other obligations.
10. CANWIN (Citizens Against Noxious Weeds Invading the North) agrees to:
  - a. Provide coordination for the start-up of the ANC-CWMA;
  - b. Work with other entities willing to provide support staff for the organization as funding allows.

### **MODIFICATION AND TERMINATION**

This agreement will become effective from the date of signature of at least two signatories and remain in effect indefinitely, but shall be subject each five years to signatory review to determine if circumstances have changed enough to warrant revision or termination. Any signatory may terminate their involvement in the ANC-CWMA by providing 60-day written notice to the Board of Directors.

The Board of Directors shall hold an annual meeting open to the public.

This MOU may be amended as necessary by mutual consent of the majority of signatories through a written amendment signed and dated by said majority.

Additional signatories can be added to the ANC-CWMA by submitting a written request to a member of the Steering Committee and signing the MOU. All signatories are encouraged to recruit additional signatories.

### **ANC-CWMA CONTACT**

The area contact for this agreement is:

Lori Zaumseil  
Citizens Against Noxious Weeds Invading the North  
9015 Dewberry St  
Anchorage, AK 99502  
(907)245-2373 Fax (907)245-2372  
[AKCANWIN@aol.com](mailto:AKCANWIN@aol.com)

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 ANC-CWMA Charter, budget, strategic plan and annual plans will be similarly filed and available.

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above:

APPROVED:

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(Signatory Agency)

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(Signature)

(Date)

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(Printed Name)

(Title)

Bureau of Land Management, Anchorage Field Office


In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above.

The United States Department of the Interior Bureau of Land Management, Anchorage Field Office, enters into this agreement under the authority of E.O. 13112 of February 3, 1999, Invasive Species.

APPROVED:

**United States Department of the Interior**  
**Bureau of Land Management, Alaska, Anchorage Field Office**

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 (Signature)      10/10/07 (Date)

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**Mike Zaidlicz** (Printed Name)      **Manager, Anchorage Field Office** (Title)

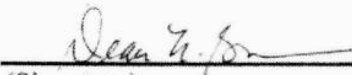
State of Alaska Division of Forestry

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above:

APPROVED:

Alaska Division of Forestry  
(Signatory Agency)

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 (Signature)      10.3.07 (Date)

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Dean Brown, Deputy Director  
(Printed Name)      (Title)

U.S. Forest Service, State and Private Forestry

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above:

APPROVED:

Forest Service, State + Private Forestry  
(Signatory Agency)

Deborah Cooper 10.23.07  
(Signature) (Date)

Deborah Cooper Acting Director, St+PF  
(Printed Name) (Title)

Department of Transportation and Public Facilities

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above:

APPROVED:

Department of Transportation & Public Facilities  
(Signatory Agency)

[Signature] April 22, 2009  
(Signature) (Date)

Leo von Scheben, P.E., L.S., M.B.A. Commissioner  
(Printed Name) (Title)



University of Alaska Fairbanks

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above:

APPROVED:

University of Alaska Fairbanks  
(Signatory Agency)

Susan Henrichs, Provost 6/12/08  
(Signature) (Date)

Susan Henrichs Provost and Executive Vice Chancellor  
(Printed Name) (Title) for Academic Affairs

CANWIN

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed once two or more signatures are received by the ANC-CWMA contact person named above:

APPROVED:

CANWIN  
(Signatory Agency)

Lori A Zaumseil 1/07/08  
(Signature) (Date)

LORI A ZAUMSEIL - PRESIDENT  
(Printed Name) (Title)