

XXXX COOPERATIVE WEED MANAGEMENT AREA
COOPERATIVE AGREEMENT

Between

XXXX SERVICE, XXXX NATIONAL FOREST
and
USDI-BUREAU OF LAND MANAGEMENT, XXXX DISTRICT
and
XXXX COUNTY, IDAHO
and
IDAHO DEPARTMENT OF LANDS, XXXX OFFICE
and
IDAHO DEPARTMENT OF FISH & GAME, XXXX OFFICE
and
IDAHO DEPARTMENT OF TRANSPORTATION, XXXX OFFICE
and
NATURAL RESOURCE CONSERVATION SERVICE, XXXX OFFICE
and
SOIL CONSERVATION DISTRICT, XXXX OFFICE
and
XXXX CITY

This Cooperative Agreement is made and entered into by and between the USDA-Forest Service, XXXX, USDI Bureau of Land Management XXXX District, Idaho Department of Lands, Idaho Department of Fish & Game, Idaho Department of Transportation, XXXX County, XXXX City, Soil Conservation District, and Natural Resource Conservation Service (collectively, "Cooperators"). It is made under the authority of the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148); the Granger-Thye Act of April 24, 1950; the Federal Noxious Weed Act of 1974 (PL 93-629); the Idaho Noxious Weed Law, Chapter 24, Title 22, Idaho Code; the Idaho Invasive Species Act of 2008, Chapter 19, Title 22, Idaho Code; and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a).

RECITALS

WHEREAS: The Cooperators have noxious weed control responsibilities and interests on adjacent and commingled lands in the XXXX Cooperative Weed Management Area.

WHEREAS: The Cooperators 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 respective jurisdiction.

WHEREAS: Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer.

WHEREAS: The Cooperators desire to create a CWMA in order to promote an integrated weed management program throughout the CWMA. The program will include

- a. public relations, education, and training regarding noxious weeds;
- b. coordination of weed control efforts and methods;
- c. sharing of resources and designing other desirable resource protection measures relative to weed management;
- d. providing a communication forum to keep all parties informed of weed control concerns and activities and/or other resource protection activities relative to integrated weed management.

WHEREAS: This Agreement will provide an efficient means of handling, controlling, and communicating about noxious weed management in the geographic area covered by this Agreement, The sharing of knowledge and/or resources will achieve better control of weeds while improving working relationships with partners and members of the public.

In consideration of the mutual promises and agreements set forth herein, the Cooperators agree as follows:

A. DEFINITIONS:

XXXX CWMA – The Cooperative Weed Management Area is the geographic area generally contained within XXXX, and more particularly described in Exhibit A hereto.

Annual Operating Plan (“AOP”) – 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.

Board – The Board shall consist of the signatories of each Cooperator their representative and at least two members which represent the public at large. The Board provides oversight and direction for the Steering Committee.

Financial Entity – The XXXX Resource and Conservation District will serve as the fund manager of all funds received by the XXXX CWMA.

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

Steering Committee – The Steering Committee will organize, set priorities, make assignments, and accomplish the goals for the CWMA. This group should provide direction in CWMA operations. It is also responsible for creating and updating the CWMA’s Strategic Plan, preparing the CWMA’s Annual Operating Plan, and applying for grants, including the ISDA Cost Share Program.

Sustaining Partners – Private individuals or organizations which have vested interests in the XXXX CWMA. These partners, although not signatories of this Agreement, provide significant additional resources to integrated weed management in the XXXX CWMA. Sustaining Partners may serve on the Board or Steering Committee if selected by the Board.

Weed Committee – The Weed Committee shall represent the Board and consist of those persons with expertise or interest in integrated noxious weed management. The Weed Committee shall operate as a steering group and will be responsible for the daily activities of the XXXX CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

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

B. GENERAL TERMS

1. Members of the Board. A Board will be established, consisting of a representative from each Cooperator and Sustaining Partner, and two at-large members.
2. Board Duties. The Board will provide XXXX CWMA with direction and oversight, and monitor the cooperative noxious weed management activities undertaken by the CWMA.
3. Annual Meetings. The Board shall meet annually to approve AOPs and reports of accomplishments.
4. Liability for Activities Not Pursuant to AOP. Until a Board member approves an AOP in writing, the Cooperator or Sustaining Partner which the member represents shall not incur any liability for activities undertaken pursuant to that AOP.
5. Retention of Authority and Jurisdiction The Cooperators recognize and agree that each Cooperator has primary responsibility to its own governing body and for the lands under its jurisdiction.
6. Steering Committee. The Board shall designate representatives to the Steering Committee for the purpose of conducting business of the XXXX CWMA. The Steering Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.
7. Steering Committee Responsibilities. The XXXX CWMA Steering Committee will:
 - a. Develop a XXXX CWMA Noxious Weed Strategic Plan.
 - b. Develop a XXXX CWMA Annual Operating Plan.
 - c. Render decisions and guide XXXX CWMA activities consistent with this Agreement, the Strategic Plan, and Board requirements.
 - d. Meet to implement XXXX CWMA activities.
 - e. Provide an annual written report of project accomplishments to the Board.
 - f. Be comprised of a Chair, Recorder (or Vice-Chair), and general members as determined by the Weed Committee and approved by the Board.

- g. Require written approval for XXXX CWMA expenditures from two Steering Committee members, at least one of which must be the Chair and/or Vice-Chair.
8. Sharing of Resources. The Cooperators agree to share resources with each other as legal authorities may permit.
 9. Sharing of Equipment. A Cooperator may, from time to time, exchange or use another Cooperator's equipment. Any such use, other than when accompanied by a representative of the Cooperator owning the equipment will be documented with an agreement, including existing damages noted. The Cooperator using the equipment will assume repair responsibilities only for damages caused by negligence. The using Cooperator is not responsible for items of normal wear and tear; normal wear and tear remains the responsibility of the equipment owner.
 10. Sustaining Partners. Sustaining Partners for integrated weed management in the XXXX CWMA include, but are not limited to, any private citizen, XXXX Weed Committee, XXXX CWMA, XXXX CWMA, XXXX CWMA, and XXXX CWMA. These entities have an interest in the XXXX CWMA and provide assistance necessary in integrated noxious weed management.
 11. Effective Date. This Agreement is effective as of the date of last signature.
 12. Term. Unless previously terminated as set forth in this Agreement, this Agreement will remain in effect through [Month, Day, Year], at which time it will expire unless renewed.
 13. Extension of Term. This Agreement may be extended for a period of time not to exceed a total duration of five years from the execution date of this Agreement. In order for the term of the Agreement to be extended, all Cooperators must so agree, in writing, prior to the expiration date of this Agreement.
 14. Termination. Upon ___ days written notice, any Cooperator may terminate this Agreement in whole, or in part, before the date of expiration.
 15. Responsibilities Upon Termination. No Cooperator shall incur any new obligations for the terminated portion(s) of this Agreement after the effective date of said termination. Each Cooperator shall cancel as many future obligations incurred on behalf of the CWMA as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
 16. Federal, State, and Local Payroll Taxes. Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by any Cooperator on behalf of another Cooperator or Sustaining Partner, or their respective employees. In accordance with the terms of this Agreement and the understanding of the parties, one Cooperator's employees shall not be treated for tax purposes as employees of any other Cooperator with respect to the services performed under this Agreement.

17. Worker's Compensation. Each Cooperator agrees to obtain worker's compensation coverage as required by law for its employees. No Cooperator shall be responsible for obtaining workers compensation coverage for employees of any other Cooperator performing services contemplated under this Agreement.
18. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
19. Legal Compliance. The Cooperators agree to comply with all applicable requirements of federal and state statutes, rules, and regulations.
20. Retained Responsibilities. All Cooperators will be responsible and accountable for their own funds, equipment, and personnel, except as noted above.
21. Principal Contacts: Board contacts for this Agreement are:

National Forest - NAME Phone Number
Bureau of Land Management - NAME Phone Number
Idaho Dept. of Lands - NAME Phone Number
Idaho Dept. of Fish and Game - NAME Phone Number
Idaho Dept. of Transportation - NAME Phone Number
County - NAME Phone Number
City - NAME Phone Number
Natural Resource Conservation Service - NAME Phone Number
Soil Conservation District, Salmon - NAME Phone Number
22. Billing and Payment Provisions. Payment and billing arrangements will be determined from the Annual Program of work and may involve reimbursable or advance payments between and among the Cooperators. Specific direction may vary by participating agency.
23. Access to Records. Each Cooperator, through any authorized representative, will have access to and the right to examine all records related to this Agreement. 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.
24. Freedom of Information Act (FOIA). Any information furnished to the Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
25. Legal Authority. Each Cooperator warrants and agrees that it has the legal authority to enter into this Agreement, and the institutional, managerial, and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

26. Participation in Similar Activities. The Agreement in no way restricts Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have executed this Agreement # XX-CA-XXXXX-XXX as of the last date written below:

USDA Forest Service By: _____ Date: _____
NAME, Forest Supervisor

Idaho Department of Fish and Game By: _____ Date: _____
NAME, Regional Supervisor

County By: _____ Date: _____
NAME, Chair – County Commissioners

USDI Bureau of Land Management By: _____ Date: _____
NAME, Field Office Manager

City By: _____ Date: _____
NAME, Mayor

Idaho Department of Lands By: _____ Date: _____
NAME, Area Supervisor

Idaho Department of Transportation By: _____ Date: _____
NAME, District Engineer

Soil Conservation District By: _____ Date: _____
NAME, District Chair

Natural Resource Conservation Service By: _____ Date: _____
NAME, NRCS Representative