

Memorandum Of Understanding

Among*

Kitsap County, Noxious Weed Board, Conservation District

City of Bainbridge Island

Bainbridge Island Metropolitan Park & Recreation District

Sustainable Bainbridge (including Bainbridge Watershed Council and Weed Warriors)

Bainbridge Island Land Trust

IslandWood

Bloedel Reserve

Bainbridge Island Parks Foundation

Bainbridge Island School District

Bainbridge Island Fire District

Friends of the Farms

**This is an actively growing list and may be revised as needed*

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to provide a means to effectively coordinate the actions that each party has authority to undertake to address invasive weeds on lands within its jurisdiction. Because weeds readily cross property boundaries, it is in each party's interest to coordinate efforts to accomplish a more effective integrated invasive weed management program.

No party is delegating to any other party any decision-making authority. Each party will still be responsible for making decisions concerning land or resources within its jurisdiction. The benefit of the cooperative effort, however, is that when a party chooses to take action, the action can be taken in a manner that enhances and benefits from efforts taken by other parties. Further, on a case-specific basis, parties may choose to share resources. Agency decisions will be subject to applicable laws, regulations, and public processes.

B. MUTUAL BENEFIT:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, controlling, monitoring, and preventing the establishment and spread of invasive weeds (integrated invasive weed management) across jurisdictional and ownership boundaries within the Cooperative Weed Management Area (CWMA). All parties also agree it is to their

mutual benefit to work cooperatively to educate, train, and share technology and information with agency and general public personnel about invasive weeds, and to work cooperatively to make the best use of available resources to manage the invasive weed problems within the CWMA.

This MOU serves to establish a working relationship among the parties to achieve more effective and efficient control of invasive weeds on Bainbridge Island. The first step in this relationship is for the parties to work together in order to define the Bainbridge Island Cooperative Weed Management Area, which encompasses the following area:

In Washington, the Bainbridge Island CWMA encompasses the entire geographic area of the island of Bainbridge Island, contiguous with the City of Bainbridge Island boundaries.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The parties to this MOU will cooperatively prepare a Management Plan to describe the goals, objectives and strategies of the CWMA. The Management Plan will also outline the structure and function of the CWMA and provide any other needed background information. Absent any separate agreement among one or more parties, each party is solely responsible for its own costs and participation in this joint planning effort.
2. Modifications within the scope of this 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.
3. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
4. New parties may be added to the MOU by modifying the MOU as described in Section C (2) above. It is the intent that the CWMA remain open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues.
5. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
6. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of resources, or transfer of anything of value between the parties to this instrument 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 shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or other services must fully comply with all applicable requirements for competition.
7. Any information furnished to Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

8. This agreement is subject to all applicable laws, and each party agrees to be individually responsible for full legal compliance with laws and regulations applicable to each party. Each party is an individual entity, and no party is an agent for any other party.

9. This instrument is executed as of the last date shown below and expires no later than _____, 202_, at which time it is subject to review and renewal or expiration.

D. AUTHORITY

The following is a listing of authorities that are potentially applicable to this MOU: the Cooperative Funds and Deposits Act of December 12, 1975 (PL94148); ORS 570.500 to 570.600; the Granger-Thye Act of April 24, 1950; the Federal Noxious Weed Act of 1974 (PL 93629); the Washington noxious weed laws including RCW 17.10, WAC Chapter 16-750, and WAC Chapter 16-752; the Invasive Species Executive Order of February 3, 1999; the Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94579, Section 307 (b)); the Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104208, Section 124, as amended, Public Law 105277, Section 136); the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a); Flood Control Acts of 1938, 1946, and 1950; and, other applicable laws.

(SIGNATURE PAGES FOLLOW)

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information – More Than One Contact May Be Listed)

Name: Mark Becker

Title: Senior Manager- Facilities & Hospitality

Organization: IslandWood

Address: 4550 Blakely Ave NE

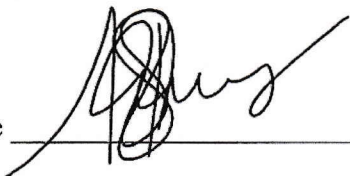
Bainbridge Island, WA 98110

Phone: 206-855-4322

Email: markb@islandwood.org

F. SIGNATURES
IN WITNESS of the above-named MOU

IslandWood hereby agrees to join with other signatories to this MOU to execute this agreement.

Signature  _____

Name: Humphreys Munai

Title: Chief Finance & Operations Officer

Date: October 1, 2021

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information – More Than One Contact May Be Listed)

Name: Tobin Tripp

Title: Grounds Associate

Organization: Bloedel Reserve

Address: 7571 NE Dolphin Dr

Bainbridge Island, 98110

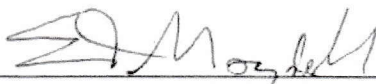
Phone: (206) 979-5096

Email: ttripp@bloedelreserve.org

F. SIGNATURES
IN WITNESS of the above-named MOU

Bloedel Reserve **hereby agrees to join**

with other signatories to this MOU to execute this agreement.

Signature  _____

Name Ed Moydell

Title President and CEO

Date Oct 7, 2021

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information – More Than One Contact May Be Listed)

Name: Mary Meier

Title: Executive Director

Organization: Bainbridge Island Parks Foundation

Address: PO Box 11127

Bainbridge Island, WA 98110

Phone: 206.842.4971

Email: mary@biparksfoundation.org

F. SIGNATURES
IN WITNESS of the above-named MOU

Bainbridge Island Parks Foundation (*Name of Organization*) **hereby agrees to join**
with other signatories to this MOU to execute this agreement.



Signature

Name Mary Meier

Title Executive Director

Date October 11, 2021

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:

(Primary Contact Information – More Than One Contact May Be Listed)

Name: Morgan Houk

Title: Volunteer Coordinator

Organization: Bainbridge Island Metro Park & Rec District

Address: 11700 Meadowmeer Circle NE

Bainbridge Island, WA 98110

Phone: 206-502-3229

Email: morganhouk@biparks.org

F. SIGNATURES

IN WITNESS of the above-named MOU

Bainbridge Island Metro Park & Rec District **hereby agrees to join**

with other signatories to this MOU to execute this agreement.

Signature  _____

Name: Terry Lande

Title: Executive Director

Date: 10/26/2021

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:

(Primary Contact Information – More Than One Contact May Be Listed)

Name: Blair King

Title: City Manager

Organization: City of Bainbridge Island

Address: 280 Madison Avenue N

Bainbridge Island, WA 98110

Phone: (206) 842-2545

Email: BKing@bainbridgewa.gov

F. SIGNATURES

IN WITNESS of the above-named MOU

The City of Bainbridge Island **hereby agrees to join**

with other signatories to this MOU to execute this agreement.

Signature  _____

Name: Blair King

Title: City Manager

Date: November 29, 2021

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:

(Primary Contact Information – More Than One Contact May Be Listed)

Name: Christy Carr

Title: Board President

Organization: Sustainable Bainbridge

Address: 221 Winslow Way W, Suite 101

Bainbridge Island, WA 98110

Phone: [Click or tap here to enter text.](#)

Email: info@sustainablebainbridge.org

F. SIGNATURES

IN WITNESS of the above-named MOU

Sustainable Bainbridge (*Name of Organization*) **hereby agrees to join**

with other signatories to this MOU to execute this agreement.

Signature _____



Name Christy Carr

Title Board President

Date December 13, 2021

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information – More Than One Contact May Be Listed)

Name: Becca Hanson

Title: Board Chair

Organization: Friends of the Farms

Address: 250 Madrona Way NE #110

Bainbridge Island, WA 98110

Phone: 206.778.2197

Email: bhanson@studio-hansonroberts.com

Name: Heather Burger

Title: Executive Director

Organization: Friends of the Farms

Address: 250 Madrona Way NE #110

Bainbridge Island, WA 98110

Phone: 206.504.6744

Email: heather.burger@friendsofthefarms.org

Name: MaryClare Kellett

Title: Program Manager

Organization: Friends of the Farms

Address: 250 Madrona Way NE #110

Bainbridge Island, WA 98110

Phone: 360.621.0846

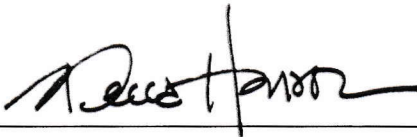
Email: maryclare.kellett@friendsofthefarms.org

F. SIGNATURES

IN WITNESS of the above-named MOU

Friends of the Farms **hereby agrees to join**

with other signatories to this MOU to execute this agreement.

Signature  _____

Name Becca Hanson

Title Board Chair

Date 5 February 2022

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:
(Primary Contact Information – More Than One Contact May Be Listed)

Name: Dane Fenwick

Title: Director of facilities and Operations

Organization: Bainbridge Island School District

Address: 8489 NE Madison Avenue

Click or tap here to enter text.

Phone: 206-780-1454

Email: dfenwick@bisd303.org

F. SIGNATURES
IN WITNESS of the above-named MOU

Click or tap here to enter text. *(Name of Organization)* **hereby agrees to join**

with other signatories to this MOU to execute this agreement.

Signature

Name Dane Fenwick

Title Director of Facilities and Operations (BISD)

Date 2/17/22

E. MOU PARTY REPRESENTATIVE(S) IS/ARE:

(Primary Contact Information – More Than One Contact May Be Listed)

Name: Andrew Fraser

Title: Stewardship Manager

Organization: Bainbridge Island Land Trust

Address: 147 Finch Suite 3ch Place SW

Bainbridge Island, WA 98110

Phone: (206) 842-1216

Email: Andrew@bi-landtrust.org

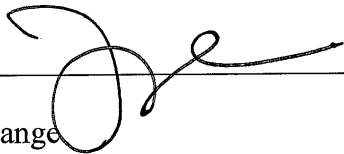
F. SIGNATURES

IN WITNESS of the above-named MOU

Click or tap here to enter text. *(Name of Organization)* hereby agrees to join

with other signatories to this MOU to execute this agreement.

Signature _____



Name: Jenny Lange

Title: Board Vice President

Date: 3/4/2022