

COOPERATIVE AGREEMENT
between
GRANT SOIL AND WATER CONSERVATION DISTRICT
and

This agreement is entered into between the Grant Soil and Water Conservation District (hereinafter called District) and _____ (hereinafter called Cooperator) for the purpose of locating and controlling noxious weeds (hereinafter called the Project). Project goals are to reduce priority noxious weed populations within Grant County working rangelands for the benefits of increasing forage production, reducing erosion, improving wildlife and riparian habitat, and enhancement of overall watershed health.

Project location is: _____ private property in Grant County, Oregon.

A. The District will:

1. Coordinate the Project with participating agencies and landowners.
2. Provide Project administrative support.
3. Provide Project technical assistance to the Cooperator.
4. Provide an amount of not to exceed **\$5,000.00** of noxious weed survey and herbicide application services in 2024. Funding is made available through Federal Financial Assistance Invasive Plant Inventory & Treatment Partnership, *50% Noxious Weed Treatment Cost-Share Program*. Herbicide applications will be conducted in accordance with the Project design and specifications mutually agreed upon with the Cooperator and in conformance with applicable regulations and biological criteria.
5. Monitor the project through December 31, 2026. The monitoring program may include, but will not necessarily be limited to; assessing the efficiency and effectiveness of the Project, establishing photo points at representative sites and photographing these areas before the Project begins and after completion. Monitoring in no way implies wholesale access to the Cooperator's property for purposes not directly related to, or influenced by, this watershed restoration project.

B. The Cooperator will:

1. Review and comment on proposed treatment options and mutually approve final

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Project design and authorize implementation by signing this agreement.

2. Assist the District in locating noxious weed infestations in support of Project implementation.
3. Assist District in assessing effectiveness of the Project from the land manager perspective and provide information on changes in productivity attributable to the Project.
4. Acknowledge that the information relating to the Project is a matter of public record.
5. Grant access to District personnel or their assigns to implement and monitor Project through December 31, 2026.
6. Save and hold harmless the District and its respective officer, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Cooperative Agreement.
7. **Provide 50% Cost Match for the project (Up to a Maximum of \$2,500.00)**

C. It is Mutually Agreed:

1. That District will provide reasonable notice and Cooperator will permit access for designated personnel to perform activities in support of Project implementation, including but not limited to; pre-project monitoring, noxious weed survey, herbicide applications, and post-project monitoring.
2. That due to variable funding, weather, and workload conditions, the District does not imply or guarantee that noxious weed control services authorized by this Cooperative Agreement will be provided to the Cooperator.
3. That the level of noxious weeds controlled though the actions authorized by this Cooperative Agreement are not warranted by the District.

D. Termination of Agreement

1. The Cooperator may terminate this agreement at any time upon thirty (30) days prior written notice to the District, provided that upon any such termination of the agreement the Cooperator must, within thirty (30) days of such termination, reimburse the District for all funds disbursed to the Project under this agreement.
2. The District may terminate this agreement:

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- A. Immediately upon written notice to Cooperator if District fails to receive funding or other expenditure authority at levels sufficient to allow the District, to meet its payment obligations under this agreement.
- B. Immediately upon written notice to Cooperator if Federal or State laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that this agreement is no longer eligible for the funds or the District no longer has the authority to provide the funds to the Project.
- C. At any time upon thirty (30) days prior written notice to Cooperator if Cooperator fails to perform any provision of this agreement. The Cooperator must, within thirty (30) days of termination of the agreement pursuant to this subsection, reimburse District for all funds disbursed to the Project under this agreement.

Contact people for the project will be:

Cooperator Name: _____

Address: _____

Phone Number: _____

E-Mail Address _____

Matt Wenick, Weed Control Coordinator
Grant SWCD Weed Control
721 S. Canyon Boulevard
John Day, OR 97845
541 575-1554

THE UNDERSIGNED hereby certifies that s/he has control of said Project and/or property and is thereby authorized to enter into this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate through their duly authorized officials as of the last date written below:

Cooperator

Date

Matt Wenick, Coordinator
Grant SWCD Weed Control

Date