

Got Water? Watershed Restoration Agreement

By Jessica Jensen Jones

For this month's column, I thought I would publish some elements of the newly updated, *Upper Nehalem Watershed Council Watershed Restoration Memorandum of Understanding*, also known as the MOU or the "meeting of the minds". This non-legally binding contract is the document that is signed by both the landowner and the UNWC executive director once a relationship has been established and a plan to restore and/or plant has been created. Included in this document package are an aerial map of property with arrows and notes pointing to planting/restoration sites on the property, a table including details of number of trees to be planted, what type of tree will be planted and what the plan for maintenance is. As always, please call me or write if you are interested in becoming a partner. 503.989.7244 or jesseconsults@gmail.com. The creation of this plan is free to the landowner.

Considering that UNWC is dedicated to the preservation, enhancement and restoration of the Nehalem watershed. **Considering** that many waterways run through privately owned land. **Considering** that landowners are responsible for the function and use of

these waterways and their effect on the rest of the watershed.

Considering that landowners can contribute to the safety of the community with proper care of their land.

Considering the UNWC's mission; To Foster better stewardship and understanding of the Upper Nehalem Watershed resources, deal with issues in advance of resource degradation, and ensure sustainable watershed health, function and use.

Now therefore cooperation and a partnership between the Upper Nehalem Watershed Council and the landowner in this agreement can enhance the overall health, economics and safety of the watershed.

Now therefore the landowner agrees to to permit the Upper Nehalem Watershed Council personnel access to lands belonging to the landowner for performing restoration and monitoring activities along the Nehalem project sites.

The UNWC shall:

Oversee restoration and monitoring activities in accordance to the *plant establishment and monitoring* section of the above table; provide partial or all funding; technical assistance; materials; and supplies in a timely manner. *Coordinate* with the Landowner regarding access rights and timing of

work to *minimize impact to landowner's normal course of activities.*

Inspect all restoration work to assure that it meets project specifications.

Consult with the appropriate technical advisors, when needed.

Assure that all required reports are filed according to deadlines.

Be responsible for any damage or liability which may arise from access to lands belonging to or under the management of landowner, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, to the extent of liability arising out of negligence of the UNWC.

Keep the Landowner informed about all future site visits and related work projects.

The UNWC shall *give the Landowner 2 weeks advanced notice* and an opportunity to participate in any media events and/or projects tours.

Utilize available access for work related purposes only.

Provide copies of the monitoring result for the Landowner files.

Keep an available record and photograph of all activities and projects.

The LANDOWNER shall:

Give permission to the UNWC to access the described property for the purpose of performing restoration and monitoring

work. Provide access through gates blocking the project area when needed.

Allow representatives from UNWC, Oregon Watershed Enhancement Board, Natural Resource Conservation Service, Oregon Department of Fish and Wildlife access to project site to monitor project effectiveness.

Participate in site work as agreed upon prior to project implementation.

Provide ongoing reasonable maintenance to project site to ensure project success.

Provide future copies of monitoring pictures of the project sites when available.

It is MUTUALLY agreed that:

Restoration and monitoring work will be conducted according to this mutually acceptable project description table and map, as developed by the UNWC and the Landowner.

UNWC and the Landowner will work together to secure any permits required, prior to project installation.

All information relating to restoration work is public record.

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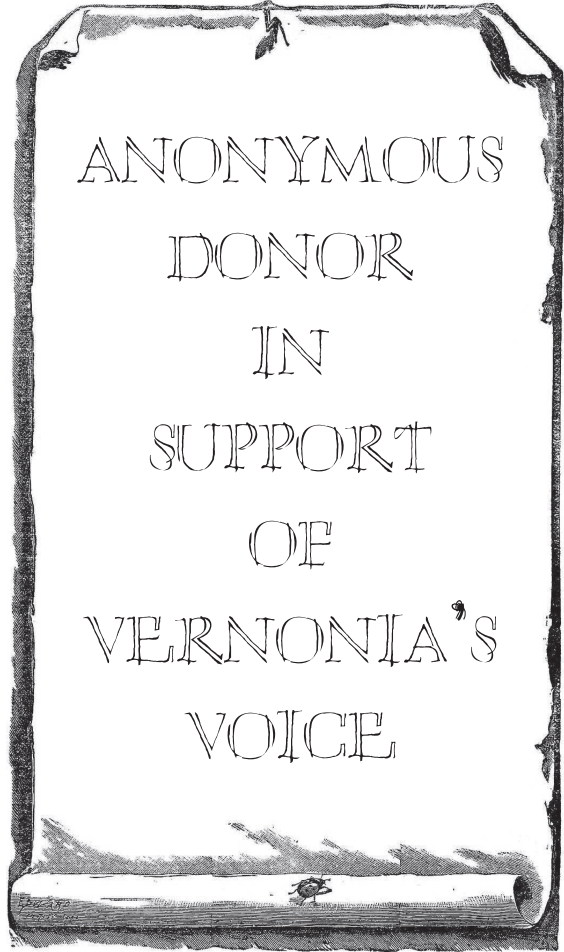
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