

## **MEMORANDUM OF UNDERSTANDING**

### **Tualatin Basin Beaver Strategy-Coordination of Beaver Response**

This Agreement, dated \_\_\_\_\_, is between the \_\_\_\_\_, the Tualatin River Watershed Council (TRWC), a 501(c)(3) non-profit, and additional partners when they become signatories of this Memorandum of Understanding.

#### **A. RECITALS**

The purpose of this Memorandum of Understanding (MOU) between the parties is to:

1. Help all invested parties stay connected around beaver-related issues in Washington County,
2. Provide access to cohesive communication materials and resources developed and promoted by the Tualatin Basin Beaver Strategy (TBBS), and
3. Assist with streamlining communication, building strategy, fostering county-wide organization, and adding efficiency for managing beaver related conflicts in Washington County.

#### **B. PROJECT DESCRIPTION**

The Tualatin Basin Beaver Strategy was formed in 2021 with the goals of:

1. Bringing agencies together to agree to general beaver response messaging and protocols to increase efficiency, decreasing costs associated with beaver management, and providing a more consistent response for Tualatin Basin residents;
2. Reducing human-beaver conflicts in the Tualatin Basin by providing more effective beaver management options and technical assistance for land managers and property owners;
3. Increasing public awareness and understanding of the importance of beavers in the ecosystem, as well as effective methods for learning to live with them and mitigating unwanted impacts; and
4. Developing a long-term, proactive watershed-wide beaver restoration strategy for the Tualatin Basin that seeks to encourage beavers and their benefits and to reduce human-beaver conflict.

Collaborative development of a proactive beaver management strategy will help preserve and expand opportunities across the Tualatin basin to realize the benefits beaver provide for watershed health, help inform decision-making around restoration planning, and help organizations respond to beaver conflict.

#### **C. MUTUAL BENEFIT**

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in coordinating coexistence efforts to reduce conflicts relating to beaver activity and human infrastructures across jurisdictional and ownership boundaries within the greater Washington County area. All parties also agree it is to their mutual benefit to utilize streamlined messaging from TBBS resources to educate, train, and share technology, resources, and information with agency, organizational, and general public personnel about living with beavers, and to work cooperatively to increase the use of coexistence solutions while maximizing beavers' environmental and economic benefits within Washington County whenever possible.

#### **D. AGREEMENT**

1. This MOU serves to establish the Tualatin Basin Beaver Strategy which serves the geographic area of Washington County.
2. Due to the interconnected interests between Parties and the fact that streams and wildlife cross jurisdictional boundaries, all Parties agree to utilize a common framework for coexistence with beavers to avoid duplication of effort, maximize efficiency, enhance land use and natural resource goals, and minimize conflicts between beaver and infrastructure or property.
3. All Parties will share information to support the coordinated TBBS.
4. All parties agree to facilitate coexistence with beaver whenever possible, utilizing strategies, tools, and resources provided by the TBBS and TRWC.
5. All Parties may direct calls and/or concerns to the Watershed Navigator and/or TRWC staff for assistance.
6. This MOU is not a contract and is non-binding. It is a statement of intent and willingness to cooperate to achieve mutual goals of the Parties. Each party is solely responsible for making its own decisions independently, and no party hereto is an agent for any other party under this agreement.
7. This MOU is neither a fiscal nor a funds obligation document.
8. Modification: No modification or amendment to this MOU shall be effective unless made in writing and signed and dated by all Parties.
  - i. New parties may be added to the MOU by adding the signature of the representative of new members to the document.
  - ii. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
9. Term: The term of this MOU shall be from the date of execution for 20 years thereafter.
10. Each Party represents that it has the authority to enter into this MOU on its behalf and the individual signatory for each Party represents that it has been authorized

by that Party to execute and deliver this MOU.

**E. GENERAL PROVISIONS**

1. Each Party represents that it has the authority to enter into this MOU on its behalf and the individual signatory for each Party represents that it has been authorized by that Party to execute and deliver this MOU.
2. The failure of any one party to sign does not negate the effectiveness of the agreement upon other parties that sign. Not all parties are required to sign to make the agreement effective as to parties that do sign.
3. This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

The parties, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and agree to support the goals of this Partnership.

**The undersigned parties hereby agree to join with other signatories to this MOU and to execute this agreement.**

\_\_\_\_\_

TUALATIN RIVER WATERSHED COUNCIL

By: \_\_\_\_\_  
Chief Executive Officer or Designee

By: \_\_\_\_\_  
Scott McEwen, Executive Director