



Central Wisconsin Invasives Partnership (CWIP) Memorandum of Understanding (MOU)

*Schmeckle Reserve, UW Stevens Point
North Central Conservancy Trust (NCCT)
Petenwell and Castle Rock Stewards (PACRS)
Freckmann Herbarium, UW Stevens Point
Golden Sands Resource Conservation and Development (RC&D) Council, Inc.
Central Wisconsin Nature Foundation
US Fish and Wildlife Service Partners for Fish and Wildlife Program
Wisconsin Department of Natural Resources (pending approval)
Green Lake County Land Conservation Department
Marquette County Land & Water Conservation Department
Wood County Highway Department
Juneau County Land & Water Resources
Waushara County
Portage County Land & Water Conservation Committee*

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into among the above parties. Other parties may be added as interest and necessity demand.

Article 1- Purpose:

The purpose for forming this Cooperative Invasive Species Management Area (CISMA) is to address invasive species on public and private lands within the Central Wisconsin Invasives Partnership's (CWIP) 8 county area in Central Wisconsin. This CISMA will coordinate priorities and actions for preventing, eradicating, containing, and controlling non-native invasive plants, noxious weeds, and potentially invasive insects and other species in the future. CWIP is comprised of a steering committee that includes a chairperson and vice chair selected by its Steering Committee members. Additional members are expected to be added to this management area.

The signatories would like to come together in a formal manner and cooperate on public relations, education, and training in the CISMA, as well as for control and other resource protection that might be agreed upon. The purpose would be to foster sound and desirable means of exotic and invasive species control and to render assistance to one another under the overall umbrella of the Agreement and in accordance with scheduled meetings and resulting operating plans. It would also provide a communication forum to keep all parties informed of

exotic and invasive species control activities. The Federal Agencies involved have been directed by Sec. 15 (3) of the Federal Noxious Weed Act and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and beyond, Section 323 (a) to complete and implement cooperative agreements with State agencies.

Article 2- Statement of Mutual Goals, Interests, and Benefits:

This Agreement will:

- Provide a more efficient way of handling, controlling and communicating about the noxious weed problem in the geographic area covered by this agreement.
- Pool the knowledge and resources that will help achieve better control of invasive species while improving working relationships with the partners and members of the public served by each.
- Promote education of public and private land managers, landowners, and the general public regarding invasive species.
- Continue support and implementation of biological methods of control that will benefit all partners and public in the agreement area.
- Identify opportunities for further development and cooperative management projects.

Article 3- Legislative and Fiscal Authority:

This MOU is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU 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. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

Article 4- Statement of Agreement:

It is the intent of this MOU to enhance the success of an invasive species management program by performing these efforts on all lands and waters, so as to limit the spread of invasive species. The intent of this MOU is also to enhance the potential for success of a cooperative program in the region by encouraging sharing of resources, information, expertise, and effort on a willing and cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

The undersigned parties mutually agree to the following:

1. Share information among the Interested Parties and provide assistance and expertise regarding invasive species management (e.g. control methods, introduction prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.

2. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out invasive species management planning on lands and waters within the Central Wisconsin Invasive Partnership (CWIP) area.
3. Utilize the Golden Sands Resource Conservation & Development (RC&D) Council as the fiscal sponsor for any grants or financial support received by the Central Wisconsin Invasives Partnership.
4. Review this MOU and request revisions and updates as necessary to meet the purpose of this agreement. Amendments shall become effective upon approval by all Interested Parties.

This MOU in no way restricts any of the Interested Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

All members of this agreement have the opportunity to serve on CWIP's Steering Committee or attend Steering Committee Meetings. All members are able to participate in CWIP's discussions, unless the Steering Committee goes into a closed session. All members are encouraged to contribute to meeting conversations and to join work groups.

Article 5- Term of Agreement:

This MOU will expire five years from signature of first renewed member, at which time it will be again subject to review, renewal or expiration. If the members mutually agree to continue cooperation, a new agreement shall be executed.

Article 6- Termination and Modification:

Modifications within the scope of this MOU shall be made by the issuance of a unanimously approved modification prior to any changes being performed. Any Interested Party may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

Article 7- Additional Members to the MOU:

Additional parties may, and are encouraged to, be added to the MOU at any time. All signatories will be notified by the CWIP steering committee of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified, the signatory may choose to withdraw from the MOU. If the signatory does not choose to withdraw, then the additional party with the conflict of interest may not be added to the MOU.

Article 8- Reports and/or other Deliverables:

There are no reports and/or other deliverables associated with this MOU.

Article 9- Property Utilization:

There is no property utilized in association with this MOU.

Article 10- Standard Clauses:

1. **Nondiscrimination:** The recipient/cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies on any shared publications or initiatives with CWIP. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution: "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer." If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."
2. **Promotions:** None of the Interested Parties will publicize or otherwise circulate promotional material associated with activities undertaken pursuant to this MOU that states or implies endorsement of a product, service or position which the other Parties represent.
3. **Publications of Results and Studies:** None of the Interested Parties will unilaterally publish a joint publication of CWIP material associated with collaborative activities undertaken pursuant to this MOU without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Party may publish data after due notice and submission of the proposed manuscripts to the other Parties. In such instances, the Parties publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
4. **Debarment and Suspension:** The Cooperator shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension,

they shall notify the Forest Service without undue delay. This applies whether the exclusions, debarment, or suspension is voluntary or involuntary.

5. **Notices:** Any communications affecting the operations covered by this agreement given by the Forest Service or CWIP is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
 - To the Forest Service Program Manager, at the address specified in the MOU.
 - To the Cooperators, at the address shown in the MOU.
 - Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
6. **Text Messaging While Driving:** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

This Memorandum of Understanding is not a legally binding agreement and creates no legally binding obligations for any party. However, it does express the intent of the parties regarding the work they will undertake for this collaboration and their representative roles in the collaboration.

Article 11- Key Officials and Signatures:

A separate sheet will be included for each of the Interested Parties designating the key official to this MOU and the signature of the person authorized to enter into this agreement.



MEMORANDUM OF UNDERSTANDING

Between

Central Wisconsin Invasives Partnership (CWIP)

and

Organization / Individual Name

Article 11- Key Officials and Signatures (continued):

Sign Name, Title (if applicable)

Date

Key Contact / Official (if applicable):

Name _____

Address _____

Phone _____

Email _____