

MEMORANDUM OF UNDERSTANDING

**Between
[PARTNER]
and
[PARTNER]
and
[PARTNER]**

This Memorandum of Understanding (MOU) is made and entered into by and between *[list partners]*. The entities listed above may collectively be referred to as the parties to this MOU.

I. PURPOSE

The purpose of this MOU is to document a framework of cooperation to address the effects of noxious/invasive weeds across jurisdictional boundaries by establishing the *[CWMA name]* Cooperative Weed Management Area (CWMA) in accordance with this MOU and the hereby incorporated Exhibits:

<u>Exhibit</u>	<u>Contents</u>
A	CWMA Map
B	Steering Committee Representatives, Organization, and Responsibilities
C	Statutory Authorities and Agreement Types

Exhibits to this MOU may be revised or deleted by Steering Committee consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification as defined in Provision IV-E. *See exception as noted in Exhibit B Steering Committee Responsibilities item J.*

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The parties to this MOU have individual noxious weed control responsibilities on lands within the CWMA. These responsibilities include but are not limited to:

- Maintaining equipment and personnel for the purpose of controlling noxious/invasive weeds within their jurisdiction;
- Administering programs involving noxious/invasive weed control;
- Making recommendations for treatment; and
- *[Add other responsibilities, if needed].*

The parties agree that it is to their mutual benefit and interest to work cooperatively to inventory, monitor, control, and prevent the spread of noxious/invasive weeds across jurisdictional boundaries within the CWMA. This cooperative effort will achieve better management of noxious/invasive weeds while improving working relationships between the parties and the public.

III. EACH PARTY SHALL

- A. Agree to establish the CWMA as depicted on the CWMA map. *See Exhibit A for the CWMA map.*

- B. Agree to the formation of a CWMA Steering Committee (Steering Committee) to provide expertise and oversight to weed management activities within the CWMA. *See Exhibit B for a list of Steering Committee Representatives, Organization and Responsibilities.*
- C. Designate a key contact or a representative to serve on the Steering Committee.
- D. Work through their Steering Committee representative to provide necessary information to:
 - Revise or delete the Exhibits to this MOU;
 - Establish an Integrated Noxious Weed Management Plan (Plan); and
 - Develop and implement Annual Operating Plans (AOPs).
- E. Agree that the Plan and AOP will have goals, objectives, and actions that are aligned with [*your state weed management plan, if one exists*]. Such plan will describe the goals and objectives for the CWMA and will be a guiding document for the management of noxious/invasive weeds within the CWMA. AOPs will describe the responsibilities associated with the implementation of these management strategies.
- F. Recognize that each party to this MOU retains primary responsibility and management discretion for lands under their jurisdiction.
- G. Agree to coordinate priorities, actions, and resources for preventing, eradicating, containing, and controlling noxious/invasive weeds within the CWMA.
- H. Consider entering into separate arrangement(s) to implement management activities associated with the Plan and AOPs. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements and Procurement. *See Exhibit C for Agreement Types and Statutory Authorities.*
- I. Recognize that [*list other organizations that may be involved, but aren't listed as partners, if any*] and other entities may assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to: managing funds, writing grant applications, providing consultation, education, and facilitation. *See provisions III-H, IV-D and Exhibit C.*

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT

- A. **PRINCIPAL CONTACTS**: The principal contacts for this MOU are the Steering Committee Representatives and/or key contacts for the parties to this MOU as defined in Exhibit B.
- B. **FREEDOM OF INFORMATION ACT (FOIA)**: Any information furnished to [*list federal partners*] under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
- C. **PARTICIPATION IN SIMILAR ACTIVITIES**: This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **NON-FUND OBLIGATING DOCUMENT**: This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value 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 parties of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. *See Provision III-H.*

- E. MODIFICATION: 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.
- F. TERMINATION: Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
- G. [*Include some version of the following, if appropriate*] In the interest of efficiency, this MOU will be distributed electronically for signature. Signatory officials should initially respond with their electronic signature to the email address listed below, followed by mailing their original hard copy signature to:
 - Name*
 - Address*
 - Address*
 - Address*
 - Email*

Once fully executed, an electronic copy of this MOU will be distributed to all signatory officials.

- H. COMMENCEMENT/EXPIRATION DATE: This MOU is executed as of the date of the last signature and is effective through [*date*] at which time it will expire.

[*Optional*] The authority and format of this MOU has been reviewed and approved for signature.

[Agency] Grants and Agreements Specialist

Date

In witness whereof, the parties hereto have executed this MOU as of the last date written below:
[get signatures of all partners]

[NAME], [title]
[Location]

DATE

[NAME], [title]
[Location]

DATE

[NAME], [title]
[Location]

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[NAME], [title]
[Location]

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[NAME], [title]
[Location]

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[NAME], [title]
[Location]

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[NAME], [title]
[Location]

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[NAME], [title]
[Location]

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EXHIBIT A

Replace this page with a map of the CWMA

EXHIBIT B

**STEERING COMMITTEE REPRESENTATIVES
Parties to the MOU
[Date]**

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EXHIBIT B

STEERING COMMITTEE ORGANIZATION

[Adapt to your organization]

The Steering Committee will:

- A. Be comprised of a chairperson, vice-chairperson, and general Steering Committee representatives (representatives).
- B. Initially be chaired by [person's name] of the [affiliation].
- C. Appoint subsequent Steering Committee chairperson and initial vice-chairperson from the representatives. Intervals of such appointments shall be at the discretion of the Steering Committee.
- D. Initially be comprised of a general representative from each of the [*list your representatives - for example, counties, national forests, wilderness user groups, farmers and ranchers, environmental conservation groups, private landowners, subdivisions, state lands, etc.*].
- E. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. Representatives will participate in at least one meeting annually. Such meetings shall generally be held by [date] to coordinate [*noxious weed management*] activities.
- F. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed on the status of the issues that may affect working relationships.
- G. Operate by consensus with a commitment to cooperation across jurisdictional boundaries.

EXHIBIT B

STEERING COMMITTEE RESPONSIBILITIES

The Steering Committee will conduct activities including but not limited to:

- A. Establish and define the CWMA area boundary.
- B. Convene meetings as necessary.
- C. Develop an Integrated Noxious Weed Management Plan (Plan) [*within the context of (list environmental regulations such as an EIS, if any)*] and provide recommendations to the parties of this MOU for potential modifications to this strategy.
- D. Develop, prioritize, and approve cooperative noxious weed projects to be completed. Such projects shall be documented in AOPs. Such AOPs shall generally be completed by [*date*] of each year.
- E. Maintain records of accomplishments.
- F. Develop public relations, education, and training initiatives.
- G. Actively seek cooperators, volunteers and alternate funding sources critical to the management success of the CWMA.
- H. Provide to the parties of this MOU an annual written report by [*date*] of project accomplishments.
- I. Encourage cooperative relationships and active participation by [*list groups that may be involved or that would benefit from this cooperative relationship, including private landowners*].
- J. Review and update Exhibits to this MOU.
- K. Further define specific Steering Committee Responsibilities in the approved Plan and AOPs, as appropriate.

EXHIBIT C
AGREEMENT TYPES & STATUTORY AUTHORITIES

[States or federal agencies may require attachment of regulations and authorities as part of the MOU.]