

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT (CCFPD)
URBANA PARK DISTRICT (UPD)
CHAMPAIGN COUNTY SOIL AND WATER CONSERVATION DISTRICT (CCSWCD)
FORD COUNTY SOIL AND WATER CONSERVATION DISTRICT (FCSWCD)
COLES COUNTY SOIL AND WATER CONSERVATION DISTRICT (CCSWCD)
GRAND PRAIRIE FRIENDS (GPF)
LINCOLN HERITAGE RESOURCE CONSERVATION AND DEVELOPMENT (LHRCD)
UNITED STATES DEPARTMENT OF AGRICULTURE, NRCS (USDA)
BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (UofI)
on behalf of:
UNIVERSITY OF ILLINOIS EXTENSION CHAMPAIGN, FORD, IROQUOIS, AND
VERMILION COUNTIES
AND
ALLERTON PARK AND RETREAT CENTER
AND
EAST CENTRAL ILLINOIS MASTER NATURALIST
AND
ILLINOIS NATURAL HISTORY SURVEY
(herinafter referred to as Interested Parties.)**

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing the short and long term effects of non-native invasive plants across jurisdictional boundaries within the 11 east central counties (Champaign, Coles, Cumberland, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, Piatt, and Vermilion) in Illinois encompassing the headwaters of central Illinois rivers.

Definitions of terms in this agreement are as follows:

- a. "Introduction" means the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
- b. "Ecosystem" means the complex of a community of organisms and its environment.
- c. "Native species" means a species indigenous to Illinois, and includes an individual specimen.
- d. "Non-native species" means any species, including its seeds, spores, or other biological material capable of propagating that species, that is not indigenous to Illinois, and includes an individual specimen.
- e. "Invasive species" means non-native species including hybrids, cultivars, subspecific taxa, and genetically modified variants whose introduction causes or is likely to cause economic or environmental harm or harm to human health, and includes individual specimens, eggs, larvae, seeds, propagules and any other viable life-stages of such species.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively in inventorying, monitoring, controlling, and preventing the spread of non-native invasive terrestrial and aquatic plant species across jurisdictional boundaries in the 11 east central counties (Champaign, Coles, Cumberland, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, Piatt, and Vermilion) in Illinois hereinafter referred to as the Headwater Invasive Plant Partnership (HIPP). All parties also agree it is to their mutual benefit to work cooperatively to educate, train, and share technology with agency personnel and the general public about non-native invasive plants and to work cooperatively to seek funding to address non-native invasive plant problems in the HIPP.

Invasive, non-native species are recognized as a widespread and increasing problem in Illinois, with serious and detrimental effects occurring on public and private lands and waters. Invasive, non-native plant species are displacing native plant communities throughout central Illinois counties.

Various organizations or individuals may, at any time, choose to participate informally with the HIPP. These cooperators or “Informal Participants” will be required to sign a signatory page stating that they will voluntarily participate under the applicable guidelines (or applicable articles) in this MOU. See Appendix A for a list of cooperators. HIPP is made up of both the Interested Parties and Informal Participants.

C. ALL PARTIES WILL:

1. Work to establish an Integrated HIPP Strategic Plan which will describe the goals and objectives for the HIPP and will be the guiding document for the cooperative management of non-native invasive plants in the HIPP.
2. Coordinate non-native invasive plant management activities based on the HIPP Strategic Plan. Agreed upon non-native invasive plant management activities will be identified as potential projects each year in an Annual Operating Plan. These management activities will be implemented through the HIPP Strategic Plan.
3. 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.
4. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning on lands and waters within the HIPP.

D. TERMS OF AGREEMENT

The undersigned parties mutually agree to the following:

1. Utilize Lincoln Heritage Resource Conservation and Development (LHRCDC) as the fiscal administrator for any grants or financial support received by the HIPP.
2. Establish and support a board consisting of parties to this MOU to coordinate non-native invasive plant management activities within the HIPP. The board will consist of up to one representative from each party to the MOU and a chairperson. The chairperson will be a representative of one of the parties to the MOU, will serve as the external point of contact to the board, and will serve as a non-voting member except in the case of a tie vote.

3. Review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Modifications within the scope of the instrument shall be made by mutual consent of the parties through their board representative, by the issuance of a multilaterally executed written modification, signed and dated by all parties, prior to any changes being performed.
4. Assign no restrictions on any of the Interested Parties from participating in similar activities with other public or private agencies, organizations, or individuals.
5. Conduct business as authorized by appropriate law and authorities.
6. Will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Specific work projects or activities that involve the transfer of funds, services, or property among the various Interested Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from.
9. This MOU reflects an entirely voluntary commitment between the parties. This MOU in no way obligates or restricts the activity of any party. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party or parties.
10. This MOU takes effect upon the signature of the Interested Parties mentioned above and shall remain in effect through 12/31/2020 at which time it will expire unless extended. This MOU may be extended or amended upon written request of any of the interested parties mentioned above and the subsequent written concurrence of the other(s). Any interested party may withdraw from this MOU with a 30-day written notice to the other(s).
11. Additional parties may, and are encouraged to, be added to the MOU at any time. All signatories will be notified 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.

E. STANDARD CLAUSES:

1. Freedom of Information Act (FOIA): Any information furnished to Federal agencies or to State or local governmental agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552 or 20 ILCS 140 et seq).
2. 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. 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 USC 794) which prohibits discrimination on the basis of disabilities.
3. Promotions: None of the Interested Parties will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service, or position which the other Parties represent.
4. Publications of Results and Studies: None of the Interested Parties will unilaterally publish a joint publication 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.
5. Indemnification: Each party shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that, with respect to the other parties, it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this contract, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this contract. Nothing in this agreement shall be interpreted to authorize or obligate any party or any employee of such party to operate outside the scope of employment of such employee, and no party shall be required to indemnify another party.

6. 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.

PRINCIPAL CONTACTS: The principal contacts for this instrument are:

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ADDENDUM – Chronology of Changes

6/25/2015

- Added Coles County Soil & Water Conservation District to front page, Principal Contacts, and Authorized Representatives
- Added Grand Prairie Friends to front page, Principal Contacts, and Authorized Representatives