MEMORANDUM OF UNDERSTANDING NO. 4600001287

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND

UNITED STATES ARMY CORP OF ENGINEERS
AND

UNITED STATES FISH AND WILDLIFE SERVICE
AND

UNITED STATES NATIONAL PARK SERVICE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on DEC 24 2008, by and between the South Florida Water Management District (DISTRICT), Florida Fish and Wildlife Conservation Commission (FFWCC), United States Army Corp of Engineers (USACE), United States Fish And Wildlife Service (USFWS), and United States National Park Service (USNPS).

WHEREAS, the DISTRICT, FFWCC, USACE, USFWS, and USNPS may hereinafter also be referred to individually as “party” and collectively as “parties”; and

WHEREAS, each party to this MOU has invasive species control responsibilities on lands within the Everglades region, which include but are not limited to: maintaining personnel and equipment for the purpose of controlling invasive plants and/or animals within their jurisdiction; administering programs involving invasive species control; and making recommendations for treatment; and

WHEREAS, the parties agree that it is to their mutual benefit and interest to work cooperatively to exchange views, information and advice concerning efforts to inventory, monitor, control, and prevent the spread of invasive species across jurisdictional boundaries within the Everglades region; and

WHEREAS, the parties desire to enter into a cooperative arrangement to share views information and advice to effectively coordinate and implement invasive species management within the Everglades region.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Each party agrees to the establishment of the Everglades Cooperative Invasive Species Management Area (CISMA) as shown on the map hereby incorporated as Exhibit A.

2. Each party agrees to the formation of steering committee (COMMITTEE) to provide expertise and recommendations on invasive species management activities within the CISMA.

3. Each party agrees to designate a COMMITTEE representative who shall be the person designated responsibility for the interface between the Parties as well as all day-to-day coordination during the term of this MOU. The designated COMMITTEE representatives for each party are as follows:
4. Each party agrees to participate in annual meetings intended to facilitate communication and coordination on invasive species control efforts within the CISMA, including the development of annual plans to develop and implement mutual short-term goals.

5. To facilitate the exchange of information and advice, each party agrees to participate in the development of guidelines, prepared by the COMMITTEE, to foster coordination, cooperation and implementation of invasive species management activities including: early detection/rapid response, monitoring, program assessments, education, prevention, cross-cut resource/budget planning & coordination with the National Invasive Species Council planning efforts.

6. Consistent with applicable law, each party agrees to provide opportunities for involvement by outside interest groups and the public in the advancement of the goals of the CISMA.

7. Parties may consider separate agreement(s) to implement management activities. 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.

8. All parties recognize that other entities may assist in endeavors critical to the purpose of the MOU under separate formal agreements. Such assistance may include but not be limited to: managing funds, writing grant applications, providing consultation, education and facilitation.
9. Any party may withdraw their entity from this MOU at any time for convenience upon thirty (30) calendar days prior written notice to the other parties.

10. The period of performance of this MOU shall commence on the last date of execution of this MOU and shall continue for a period of five year(s).

11. All parties hereby agree to assume liability for funding their respective responsibilities as set forth in this MOU subject to the availability of funds and in accordance with their respective authorities. Except as otherwise provided by law, no monies shall be exchanged between the parties during the term of this MOU.

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

[Signature]

12/24/08

Date

SFWMD PROCUREMENT APPROVED

[Signature]

SFWMD OFFICE OF COUNSEL APPROVED

[Signature]

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

[Signature]

Ken Haddad, Executive Director
Name and Title

12/15/08

Date

UNITED STATES ARMY CORP OF ENGINEERS

[Signature]

Col. Paul L. Grosskruger, District Commander
Name and Title

23/9/08

Date

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Exhibit A

Map of the Everglades Cooperative Invasive Species Management Area.