MEMORANDUM OF UNDERSTANDING

Between

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

and

CRAB ORCHARD NATIONAL WILDLIFE REFUGE

and

CYPRESS CREEK NATIONAL WILDLIFE REFUGE

and

MIDDLE MISSISSIPPI RIVER NATIONAL WILDLIFE REFUGE

and

THE NATURE CONSERVANCY

and

USDA NATURAL RESOURCES CONSERVATION SERVICE

and

ILLINOIS DEPARTMENT OF TRANSPORTATION

and

ILLINOIS DEPARTMENT OF AGRICULTURE

and

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

on behalf of:

NATURAL RESOURCES and ENVIRONMENTAL SCIENCES

and

USDA ANIMAL AND PLANT HEALTH INSPECTION SERVICE

and

SHAWNEE RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

and

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

And The

USDA, FOREST SERVICE

SHAWNEE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the partners listed above, hereinafter referred to as “the partners,” and the USDA, Forest Service, Shawnee National Forest, hereinafter referred to as the “U.S. Forest Service.”

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the USDA Forest Service, Shawnee National Forest, hereinafter referred to as the Forest Service; the Illinois Department of Natural Resources, hereinafter referred to as IDNR; the USDI, Fish and Wildlife Service, Cypress Creek National Wildlife Refuge, Crab Orchard National Wildlife Refuge, and Middle Mississippi National Wildlife Refuge, hereinafter referred to as USFWS; The Nature Conservancy, hereinafter referred to as TNC; the USDA Natural Resources Conservation Service, hereinafter referred to as
NRCS; the Illinois Department of Transportation, hereinafter referred to as IDOT; the Illinois Department of Agriculture, hereinafter referred to as IDOA; the Board of Trustees of the University of Illinois on behalf of University of Illinois of behalf of Natural Resources and Environmental Services, hereinafter referred to as U of I; the USDA Animal and Plant Health Inspection Service, hereinafter referred to as APHIS; the Shawnee Resource Conservation and Development Area, Inc., hereinafter referred to as RC&D; and Southern Illinois University Carbondale, hereinafter referred to as SIUC.

Title: River-to-River Cooperative Weed Management MOU

I. 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 southern counties (Alexander, Gallatin, Hardin, Jackson, Johnson, Massac, Pope, Pulaski, Saline, Williamson and Union) in Illinois and the greater southern Illinois area.

II. 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 plants across jurisdictional boundaries in the 11 southern counties in Illinois and the southern Illinois area hereinafter referred to as the River-to-River Cooperative Weed Management Area (RTR CWMA). 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 RTR CWMA.

In consideration of the above premises, the parties agree as follows:

III. ALL PARTIES SHALL:

A. At a future time, be able to enter into a mutually developed agreements with other agencies and organizations which will define the process for cooperatively managing non-native invasive plants across jurisdictional boundaries in the RTR CWMA.

B. Work to maintain the boundaries of the RTR CWMA for the purpose of cooperatively managing non-native invasive plants. The RTR CWMA boundaries are defined on a map and are part of the RTR CWMA Strategic Plan.
C. Work to update an Integrated RTR CWMA Strategic Plan which will describe the goals and objectives for the RTR CWMA and will be the guiding document for the cooperative management of non-native invasive plants in the RTR CWMA.

D. Annually coordinate non-native invasive plant management activities based on the framework items mentioned above (i.e. Section III, items A, B and C). 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 RTR CWMA Strategic Plan.

IV. THE SHAWNEE RESOURCE CONSERVATION AND DEVELOPMENT AREA WILL:

Utilize their organization to represent private landowners and other organizations in non-native invasive plant management activities for the RTR CWMA.

Utilize their organization to facilitate the sharing of resources from State, Federal, and private sectors to implement non-native invasive plants goals and objectives in the RTR CWMA.

Establish and support a board consisting of parties to this MOU, as well as other concerned citizens and organizations, to coordinate non-native invasive plant management activities within the RTR CWMA.

Conduct business as authorized by appropriate law and authorities.

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

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Name Matthew Lechner
Organization Shawnee NF
Address 50 Highway 145 South
Harrisburg, IL 62946
Phone Number 253-1016
Email mlechner@fs.fed.us

Name Jody Shimp
Organization IDNR
Address 11731 State Highway 37
Benton, IL 62812
Phone Number 435-8138
Email jody.shimp@illinois.gov

Name Damon Lesmeister
Organization Crab Orchard NWR
Address 8388 Route 148
Marion, IL 62959
Phone Number 997-3344
Email damon_lesmeister@fws.gov

Name Karen Mangan
Organization Cypress Creek NWR
Address 137 Rustic Campus Dr.
Ullin, IL 62992
Phone Number 634-2231
Email karen_mangan@fws.gov
Name John Hartleb  
Organization Middle Mississippi NWR  
Address 1293 Rocky Hollow Rd.  
Rockwood, IL 62280  
Phone Number 763-4420  
Email john_hartleb@fws.gov

Name Tharran Hobson  
Organization The Nature Conservancy  
Address 11304 N. Prairie Rd.  
Lewistown, IL 61542  
Phone Number 309-547-2730  
Email thobson@tno.org

Name Ronald Ziehm  
Organization USDA NRCS  
Address 502 Comfort Drive  
Marion, IL 62959  
Phone Number 638-8916  
Email Ronald.ziehm@il.usda.gov

Name Julie Klamm  
Organization Illinois DOT  
Address P. O. Box 100  
Carbondale, IL 62903-0100  
Phone Number 351-5286  
Email Julie.Klamm@illinois.gov

Name Stephen Knight  
Organization USDA APHIS  
Address 2300 E. Devon, Suite 222  
Des Plaines, IL 60018  
Phone Number 847-299-6939  
Email SAKnight@aphis.usda.gov

Name Warren Goetsch  
Organization Illinois DOA  
Address State Fairgrounds  
P. O. Box 19281  
Springfield, IL 62794-9281  
Phone Number 217-785-4754  
Email warren.goetsch@illinois.gov

Name Jim Kirkland  
Organization University of IL  
Address Illinois Forest Resource Center  
354 St Highway 145 N  
Simpson, IL 62985  
Phone Number 695-3383  
Email jakirk@illinois.edu

Name Rudy Rice  
Organization Shawnee RC&D  
Address 354 St Hwy 145 N  
Simpson, IL 62985  
Phone Number 318-3178  
Email info@shawneeercd.org

Name David Gibson  
Organization SIUC  
Address 1125 Lincoln Drive  
Carbondale, IL 62901-6509  
Phone Number 453-3231  
Email djgibson@siu.edu
B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement any partner acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the partner fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds any partner has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or any partner is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Matthew Lechner, at Shawnee National Forest’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or any partner from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of the partner’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of any partner’s products or activities, and does not by direct reference or implication convey the partners endorsement of Forest Service products or activities.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU.
Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Partner to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. 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 cooperators, 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.

K. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Partners are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

Any partner may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The partners are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

L. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** The partners shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

M. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** The partners shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> 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 must, at minimum, include the following statement, in print size no smaller than the text:

> "This institution is an equal opportunity provider."

N. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

O. **DEBARMENT AND SUSPENSION.** Partners shall immediately inform the U.S. 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 partners or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

P. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

Q. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective for ten years, at which time it will expire.

R. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.
The authority and format of this agreement have been reviewed and approved for signature.

[Signature]

JULIE A. MATTSON
U.S. Forest Service Grants Management Specialist

Date: 8/14/14

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
USDI, FISH AND WILDLIFE SERVICE
Crab Orchard National Wildlife Refuge

[Signature]
Refuge Manager

8/15/14
Date
<table>
<thead>
<tr>
<th>Karen Morgan</th>
<th>8-15-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuge Biologist</td>
<td>Date</td>
</tr>
</tbody>
</table>
USDI, FISH AND WILDLIFE SERVICE
Middle Mississippi National Wildlife Refuge

Refuge Manager

Date

9/4/2014
THE NATURE CONSERVANCY

ROB MCKIM
Director, Central U.S. Division

Michele Carr
Illinois State Director

Date

8-26-17
USDA NATURAL RESOURCES CONSERVATION SERVICE

IVAN DOZIER
Illinois State Conservationist

Date 8/2/14
ILLINOIS DEPARTMENT OF TRANSPORTATION

Jeffrey Keim, Deputy Director of Highways, Region 5 Engineer

August 18, 2014
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

WALTER K. KNORR
Comptroller

8/9/12
Date
SHAWNEE RESOURCE CONSERVATION
AND DEVELOPMENT

Tabitha L. Ayres
Executive Director

10/7/2014

Date
Jim Garvey, Interim Vice Chancellor for Research
for Paul Sarvela, Acting Chancellor, Southern Illinois University Carbondale
R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

USDA FOREST SERVICE
Shawnee National Forest

[Signature]

HURSTON A. NICHOLAS
Forest Supervisor

10/15/14
Date