

FS Agreement No.  
Cooperator Tax ID No.  
Cooperator Agreement No.

06-MU-11090800-009

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
FOREST SERVICE  
SHAWNEE NATIONAL FOREST  
and  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
and  
CRAB ORCHARD NATIONAL WILDLIFE REFUGE  
and  
CYPRESS CREEK 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:  
UNIVERSITY OF ILLINOIS EXTENSION  
and  
USDA ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
and  
SHAWNEE RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.  
and  
SOUTHERN ILLINOIS UNIVERSITY AT CARBONDALE**

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 and Crab Orchard 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 the 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 Extension, 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 at Carbondale, hereinafter referred to as SIUC.

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

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 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.

C. ALL PARTIES WILL:

1. At a future time, be able to enter into a mutually developed Cooperative Agreement with other agencies and organizations which will define the process for cooperatively managing non-native invasive plants across jurisdictional boundaries in the RTR CWMA.
2. Work to establish and define the boundaries of the RTR CWMA for the purpose of cooperatively managing non-native invasive plants. The RTR CWMA boundaries will be defined on a map and will be made part of the RTR CWMA Strategic Plan.
3. Work to establish 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.
4. Annually coordinate non-native invasive plant management activities based on the framework items mentioned above (i.e. Section C, items 1, 2 and 3). 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.

D. THE SHAWNEE RESOURCE CONSERVATION AND DEVELOPMENT AREA WILL:

1. Utilize their organization to represent private landowners and other organizations in non-native invasive plant management activities for the RTR CWMA.
2. 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.
3. 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.
4. Conduct business as authorized by appropriate law and authorities.

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

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. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the other parties to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC mentioned above and shall remain in effect through March 31, 2011 at which time it will expire unless extended. This MOU may be extended or amended upon written request of either the Forest Service or IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC mentioned above and the subsequent written concurrence of the other(s). Either the Forest Service or IDNR, USFWS, TNC, NRCS, IDOT, U of I, APHIS, RC&D, and SIUC may withdraw from this MOU with a 30-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC and their respective agencies and office 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.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

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6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC 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. ESTABLISHMENT OF RESPONSIBILITY. 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. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a multilaterally executed written modification, signed and dated by all parties, prior to any changes being performed.
9. 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.
10. 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.
11. AUTHORIZED REPRESENTATIVES. By signature below, the parties to this MOU certify that the individuals listed in this document as representatives of the parties hereto are authorized to act in their respective areas for matters related to this agreement.

