

Anoka Cooperative Weed Management Area

Memorandum of Understanding

among

Andover
Anoka
Anoka Conservation District
Anoka County AIS
Anoka County Highway Department
Anoka County Parks
Blaine
Circle Pines
Columbia Heights
Fridley
Ham Lake
Lower Rum River Watershed Management Organization
MN Department of Agriculture
MN Department of Transportation
Mississippi Park Connection
Mississippi NRRA
Mississippi Watershed Management Organization
Ramsey
Springbrook Nature Center
Sunrise Watershed Management Organization
Upper Rum River Watershed Management Organization

(Hereinafter referred to as Partners)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into among the above parties. Other parties may be added as interest and necessity demand.

I. PURPOSE

Anoka County lies within a landscape consisting of a diverse patchwork of high quality native plant communities including expansive wetland complexes, upland prairie, oak savanna, woodlands, and riparian corridors including the Wild and Scenic Mississippi and Rum Rivers. Population density across the landscape also varies greatly, with higher population density in the southern portion of the county and larger natural public lands in the northern half of the county. This diverse landscape and the myriad of active groups including governmental agencies, non-profit organizations, private business, private citizens and landowners give the county the

opportunity to manage invasive plants in a collaborative effort to protect, restore, and enhance native habitats throughout Anoka county.

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative effort, among the above-mentioned Partners, necessary for effective planning, coordination, and implementation to manage and control invasive species in Anoka County. This MOU defines the terms and conditions under which the Anoka Cooperative Weed Management Area (ACWMA) will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of invasive species in Anoka County. These activities shall focus on the prevention, detection, eradication and control of priority invasive plants using an integrated, cooperative, strategic approach. Partners are encouraged to share resources, information, expertise, and effort on a willing and cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist. This MOU in no way restricts any of the Partners from participating in similar activities with other public or private agencies, organizations, or individuals.

II. LEGISLATIVE AUTHORITY

For the National Park Service, the legal authority for entering into this agreement is the National Park Service Organic Act (16 U.S.C. §§ 1-3). This is a general management authority for entering into a memorandum of understanding to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument 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 noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or the services must fully comply with all applicable requirements for competition.

III. STATEMENT OF MUTUAL GOALS, INTERESTS, AND BENEFITS

Partners of this MOU have mutual interest in preventing the establishment and spread of invasive species and share the following goals:

- **INFORMATION EXCHANGE** – Share technical information regarding identification, control methods, locations, new infestations, and project success amongst Partners and with other Weed Management Areas and programs.
- **EDUCATION** – Increase public and staff awareness of exotic invasive plants and management techniques.
- **PREVENTION** – Prevent the establishment of new invasive species infestations and spread of existing invasive species infestations.
- **CONTROL** – Promote the effective, integrated management or eradication of priority invasive species.

- COOPERATION – Facilitate development of cooperative efforts including opportunities for shared funding sources, resources, materials, personnel, including volunteers, expertise, equipment, etc.

In order to efficiently and effectively fulfill the ACWMA goals, the undersigned parties mutually agree to the following:

- Participate, assist, or cooperate in the development of the ACWMA.
- Develop and implement an ACWMA Strategic Weed Management Plan, which outlines and describes the goals and priority objectives of the ACWMA.
- Share information, provide assistance and expertise regarding invasive plant management activities.
- Provide opportunities to engage outside interest groups, private landowners, and the public in weed management and education on lands and waters within the ACWMA.
- Identify opportunities for further development and cooperative management projects.
- Utilize the Anoka Conservation District as the fiscal administrator for any grants or financial support received by the ACWMA.

The level of participation in each activity and the development of the Strategic Weed Management Plan for the ACWMA is voluntary, however all Partners may review and provide comment.

IV. TERM OF AGREEMENT

This MOU will become effective upon signature of each Partner and fully effective upon the day all partners have signed. It may be subject to review, renewal, or expiration.

V. MODIFICATION AND TERMINATION

Modifications to this MOU shall be made by the issuance of a unanimously approved modification prior to any changes being performed. Any Partner may withdraw from this agreement at any time before the date of expiration by providing 30-days written notice to all signatories.

VI. ADDITIONAL PARTIES TO THE MOU

Additional parties may, and are encouraged to, be added to the MOU as Partners, at any time. All Partners 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 Partner may choose to withdraw from the MOU. If the Partner does not withdraw, then the additional party with the conflict of interest may not be added to the MOU.

VII. ENDORSEMENT AND SUPPORT

The supporters of this agreement agree that working together in a cooperative, coordinated approach will result in the preservation and enhancement of the natural, economic, and social resources in this area. The parties supporting this agreement understand that this is a nonbinding statement of consensus and intent that recognizes the respective authorities and policies of federal, state, county, local governments, and non-governmental private sector interests.

A separate page will be included for each of the Partners designating the key official to this MOU and the signature for the person authorized to enter into this agreement.

DRAFT

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Name, Title:

Agency/Organization:

Address:

Phone:

E-mail:

Authorized Representative

Organization Represented

Date