

Memorandum of Understanding
between:
Illinois Department of Natural Resources
Illinois Department of Transportation - Region One / District One
Illinois State Toll Highway Authority
Lake County Forest Preserve District
McHenry County Conservation District
Lake County Soil and Water Conservation District
Lake County Division of Transportation
McHenry County Division of Transportation
University of Illinois Extension
Illinois Natural History Survey
and the
USDA Natural Resource Conservation Service

This Memorandum of Understanding (MOU) is made and entered into by the Illinois Department of Natural Resources, a unit of the State of Illinois government, Illinois Department of Transportation - Region One / District One, Illinois Toll Highway Authority, Lake County Forest Preserve District, McHenry County Conservation District, Lake County Soil and Water Conservation District, Lake County Department of Transportation, McHenry County Division of Transportation, University of Illinois Extension, Illinois, and the Illinois Natural History Survey pursuant to the authority of the Illinois Interagency Cooperation Act, (5 ILCS 220 et seq.).

I. PURPOSE

- a. This MOU is intended to establish a cooperative effort to manage and control invasive exotic and noxious plants in Lake and McHenry County Illinois through the organization of an Intergovernmental Weed Management Authority, (IWMA) and to create the Lake - McHenry County Weed Management Area (LMCWMA). This MOU defines the terms and conditions under which the LMCWMA will cooperate and coordinate activities necessary to prevent the introduction, establishment and spread of exotic invasive and noxious plant species in Lake and McHenry Counties. These activities shall focus upon the exclusion, detection, eradication and control of priority invasive plants using an integrated, cooperative, strategic approach.

II. INTERGOVERNMENTAL WEED MANAGEMENT AUTHORITY

- a. The parties to this MOU mutually agree to define the Intergovernmental Weed Management Authority as follows:

The Intergovernmental Weed Management Authority is a local organization that brings together all interested landowners, land managers (private, city, county, state, and federal), special districts, and the public in a county or other geographical area for the purpose of coordinating and combining their actions and expertise to deal with their common invasive plant management problems. The organization shall function under the authority of a mutually developed memorandum of understanding and strategic weed management plan.

III. STATEMENT OF MUTUAL GOALS, INTERESTS, AND BENEFITS

- a. All signatories of this MOU have mutual interest in preventing the establishment and spread of exotic invasive and noxious plants and share the following common goals:
 1. EDUCATION - Increase public and staff awareness of exotic invasive plants.
 2. PREVENTION - Prevent the establishment of new and regionally rare exotic invasive plant species infestations and spread of existing exotic invasive species infestations.
 3. CONTROL - Promote the effective, integrated management or eradication of priority exotic invasive species.
 4. INFORMATION EXCHANGE - Share technical information regarding control methods, locations, new infestations, project success amongst parties and with other regional and local weed management areas and programs, including the New Invaders Watch Program.
 5. COOPERATION - Facilitate development of cooperative agreements for local weed management which include opportunities for shared funding sources, resources, materials, personnel, including volunteers, expertise, equipment, etc.
- b. The IWMA shall develop and implement a Strategic Weed Management Plan for the LMCWMA, which outlines and describes in more detail the goals and priority objectives of the IWMA. Participation in the development of the Strategic Weed Management Plan shall be voluntary, however all parties may review and provide comment.
- c. Each signatory on this MOU can contribute material and staff resources towards the prevention and control of exotic invasive and noxious plants in the LMCWMA. These staff will be under the direction and control of their employ in agency but may cooperate with the implementation of the objectives of this MOU.
- d. The IWMA may cooperate with other landowners, public or private, or other organizations in carrying out the goals and objectives of this partnership.

1. The Illinois Department of Natural Resources will:
 - a. Provide in-kind assistance and staff expertise in invasive plant management and development and implementation of the Strategic Weed Management Plan as feasible.
 - b. Control priority invasive exotic and noxious plants as feasible with in-house resources on Illinois Department of Natural Resource lands.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Review Strategic Weed Management Plan.
 - e. Actively participate in preparation of grant proposals to assist the IWMA in securing project funding.
 - f. Provide necessary documentation of in-kind services as necessary for grant match.

2. The Illinois Department of Transportation - Region One / District One will:
 - a. Control priority invasive exotic and noxious plants as feasible with in-house resources on Illinois Department of Transportation lands.
 - b. Integrate where possible integrated pest management, including review of mowing regimes to control priority invasive exotic and noxious plants.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Review Strategic Weed Management Plan.
 - e. Review grant proposals.
 - f. Provide necessary documentation of in-kind services as necessary for grant match.

3. The Illinois State Toll High Way Authority will:
 - a. Control priority invasive exotic and noxious plants as feasible with in-house resources on Illinois Toll-Way Authority lands.
 - b. Integrate where possible integrated pest management, including review of mowing regimes to control priority invasive exotic and noxious plants.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Review Strategic Weed Management Plan
 - e. Review grant proposals
 - f. Provide necessary documentation of in-kind services as necessary for grant match.

4. The Lake County Forest Preserve District will:

- a. Provide one Restoration Ecologist to provide in-kind assistance and staff expertise in invasive plant management and development and implementation of the Strategic Weed Management Plan as feasible.
 - b. Control priority invasive exotic and noxious plants as feasible with in-house resources on Lake County Forest Preserve District lands.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Actively participate in preparation of grant proposals to assist the IWMA in securing project funding.
 - e. Provide necessary documentation of in-kind services as necessary for grant match.
5. The McHenry County Conservation District will:
- a. Provide resource expertise in invasive plant management
 - b. Control priority invasive exotic and noxious plants as feasible with in-house resources on McHenry County Conservation District lands.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Actively participate in preparation of grant proposals to assist the IWMA in securing project funding.
 - e. Provide necessary documentation of in-kind services as necessary for grant match.
6. The Lake County Soil and Water Conservation District will:
- a. Provide assistance with the development and distribution of public education materials (no financial commitment).
 - b. Assist with outreach to private landowners.
 - c. Review Strategic Weed Management Plan.
 - d. Review grant proposals.
 - e. Provide necessary documentation of in-kind services as necessary for grant match.
7. The Lake County Department of Transportation will:
- a. Control priority invasive exotic and noxious plants as feasible with in-house resources on Lake County Department of Transportation lands.
 - b. Integrate where possible integrated pest management, including review of mowing regimes to control priority invasive exotic and noxious plants.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Review Strategic Weed Management Plan.

- e. Review grant proposals.
 - f. Provide necessary documentation of in-kind services as necessary for grant match.
8. The McHenry County Division of Transportation will:
- a. Control priority invasive exotic and noxious plants as feasible with in-house resources on McHenry County Division of Transportation lands.
 - b. Integrate where possible integrated pest management, including review of mowing regimes to control priority invasive exotic and noxious plants.
 - c. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA.
 - d. Review Strategic Weed Management Plan.
 - e. Review grant proposals.
 - f. Provide necessary documentation of in-kind services as necessary for grant match
9. The University of Illinois Extension will:
- a. Provide assistance with the development and distribution of public education materials (no financial commitment)
 - b. Assist with outreach to private landowners
 - c. Review Strategic Weed Management Plan
 - d. Review grant proposals
 - e. Provide necessary documentation of in-kind services as necessary for grant match
11. The Illinois Natural History Survey will:
- a. Actively participate in the development of the Strategic Weed Management plan for the LMCWMA
 - b. Provide scientific expertise in developing weed management plans
 - c. Conduct research related to the overall objectives of the CWMA
 - d. Conduct / participate in extension / outreach workshops towards meeting CWMA objectives
 - e. Provide necessary documentation of in-kind services as necessary for grant match.
12. The Natural Resource Conservation Service will:
- a. Provide technical assistance with the development and communication of best management practices (no financial commitment).
 - b. Assist with outreach to private landowners, including the agricultural community.

- c. Review Strategic Weed Management Plan.
- d. Review grant proposals.
- e. Provide necessary documentation of in-kind services as necessary for grant match.

IV. UNDERSTANDING

In consideration of the above premises, it is mutually agreed upon and understood by and among the parties to this MOU that:

1. All parties will meet and work together for the purpose of developing, documenting, and implementing a long-range plan to detect and control harmful invasive species infestations in Lake and McHenry Counties.
2. During these meetings, the parties will identify and document a coordinated plan to control exotic invasive species infestations within Lake and McHenry County using well established methods of integrated weed management.
3. To the extent that it is within their authority, and to the extent that each party considers it to be in their best interest, all parties will participate in the development and implementation of the Strategic Weed Management Plan.
4. This MOU may be revised as necessary by mutual consent of the parties by execution of a written amendment signed and dated by all parties. This MOU will be reviewed every five (5) years and revised if necessary.
5. Any party may terminate its participation in this MOU by providing written notice to all other parties.
6. This MOU in no way restricts the involved parties from participating in similar agreements and/or activities with other public or private agencies, organizations, and individuals.
7. This MOU shall be effective upon execution of a Signature Page by a minimum of two (2) parties. This MOU shall remain in effect as long as a minimum of two (2) parties are participating.
8. Additional participants, including interested property owners, property managers, special districts, non-profit entities and members of the public, may become part of the Lake - McHenry

County Weed Management Area by execution of a Signature Page, subject to ratification by a majority of the existing participants. The executed Signature Page shall be returned to the Lake County Forest Preserve District Office; 32492 Almond Road, Grayslake, IL 60030; for distribution and ratification by a majority of the participants in the MOU.

9. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds 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 involved and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.
10. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.

V. PRINCIPAL CONTACTS.

The principal contacts for this instrument are (these are all primary contacts, not necessarily the people who have authority to sign the document):

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District
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Jeff Dailey
Illinois State Toll High Way Authority
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Kevin Kerrigan

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Center for Ecological Entomology
Illinois Natural History Survey
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USDA Natural Resource Conservation
Service
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Champaign, IL 61821
(217) 353-6601
(217) 353-6676
Bill.Gradle@il.usda.gov

VI. NON-FUNDING OBLIGATING DOCUMENT

This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between parties to this instrument shall 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 statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the cooperator of any contract or other agreement. Any contract or agreement for plant control work or other services must fully comply with all applicable requirements for competition.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

By: _____ Date _____
Sam Flood, Acting Director

ILLINOIS DEPARTMENT OF TRANSPORTATION, REGION 1 / DISTRICT 1

By: _____ Date _____
Diane O’Keefe, Deputy Director of Highways,
Region One Engineer

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date _____
Jeff Dailey, Chief Engineer

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Tom Hahn, Executive Director
MCHENRY COUNTY CONSERVATION DISTRICT

Date

By: _____
John Kremer, Director of Operations

Date

LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: _____
Donald Lloyd, Chairperson

Date

LAKE COUNTY DEPARTMENT OF TRANSPORTATION

By: _____
Marty Buehler, County Engineer

Date

MCHENRY COUNTY DIVISION OF TRANSPORTATION

By: _____
Ed Markison, Assistant Maintenance
Superintendent

Date

UNIVERSITY OF ILLINOIS EXTENSION, LAKE COUNTY

By: _____
Kay Doll, Unit Lead

Date

ILLINOIS NATURAL HISTORY SURVEY

By: _____
Leellen Solter, Acting Director of
Centre for Ecological Entomology

Date

USDA Natural Resource Conservation Service

By: _____
William J. Gradle, State Conservationist

_____ Date

SUPPORTING NON -SIGNATORY PARTNERS

The following Agencies and organizations support the goals and objectives of the Lake and McHenry County Cooperative Weed Management Area:

By:_____ Date_____

Agency / Organization_____

By:_____ Date_____

Agency / Organization_____

By:_____ Date_____

Agency / Organization_____

By:_____ Date_____

Agency / Organization_____

By:_____ Date_____

Agency / Organization_____

By:_____ Date_____

Agency / Organization_____

