MEMORANDUM OF UNDERSTANDING BETWEEN

MEMBERS OF THE COOPERATIVE WEED MANAGEMENT AREA

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between: Georgia Forestry Commission, The Governor's Office of Georgia, USDA APHIS Plant Protection and Quarantine, USDA Forest Service, University of Georgia, USDA Natural Resources Conservation Service, USDA Farm Service Agency, Georgia Department of Natural Resources, Georgia Department of Agriculture, Georgia Department of Transportation, Georgia Exotic Pest Plant Council, Georgia Forestry Association, Tall Timbers Research Station, Joseph W. Jones Ecological Research Center, Georgia Power Corporation, The Nature Conservancy, Georgia Soil & Water Conservation Commission, Georgia Wildlife Federation, National Wild Turkey Federation, Quality Deer Management Association, Georgia Farm Bureau, Georgia Chapter of the Society of American Foresters and the National Park Service. Each group listed will be referred to as a COOPERATOR elsewhere in this document. This list is not all-inclusive and can change at any time as new partners are added, or request to be removed.

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 negative effects of cogongrass within the State of Georgia. Furthermore, it is agreed that our educational activities where possible and practical should encourage the public to report suspect cogongrass finds, and the site will be verified and appropriate control measures taken. The boundaries of this cooperative weed management area shall be the entire state of Georgia.

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 education, detection, inventorying, monitoring, controlling, and preventing the spread of cogongrass within the State of Georgia. All parties also agree it is to their mutual benefit and the natural environments of the State to work cooperatively to educate, train, and share technology between partners and the general public about cogongrass and serious impacts this plant could have on our natural environments if left to spread unchecked. Furthermore, we agree to work cooperatively to seek funding to detect and eliminate this plant from Georgia.

C. ALL PARTIES SHALL:

1. Work to detect all known infestations and define the boundaries of these for the purpose of eradication and future monitoring and retreatments as needed. The area boundaries will be defined on a map and will be made part of the Cogongrass Strategic Plan.

2. Work to establish an Integrated Cogongrass Strategic Plan which will describe the goals and objectives for the area and will be the guiding document for the cooperative management of cogongrass eradication within the state of Georgia.

3. Coordinate cogongrass activities based on the framework items mentioned above (i.e. items 1& 2). Agreed upon activities will be identified as potential projects each year in an Annual Operating Plan, and these management activities will be implemented through the Cogongrass Strategic Plan.
4. Support the efforts of the Georgia Cogongrass Task Force, as well as other concerned citizens and organizations, to coordinate cogongrass management activities within Georgia.

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

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the COOPERATORS from participating in similar activities with other public or private agencies, organizations, and individuals.
2. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the COOPERATORS and shall remain in effect through May 1, 2013 at which time it will expire unless extended. This MOU may be extended or amended upon written request of either the Georgia Forestry Commission or COOPERATORS; either the Georgia Forestry Commission or COOPERATORS may terminate this MOU with a 30-day written notice to the other(s). In addition, any COOPERATOR may elect to withdraw from this MOU at any time by providing notice to the other COOPERATORS.
3. RESPONSIBILITIES OF PARTIES. The COOPERATORS and their respective agencies and office will determine and implement their own activities at their own discretion 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.
4. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate any member to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies 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 (or corporate, as applicable). This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
5. 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, person, or COOPERATOR.
6. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a bilaterally executed written modification, signed and dated by all parties, prior to any changes being performed.
7. AUTHORIZED REPRESENTATIVES. By signature below, the COOPERATOR certifies that the individuals listed in this document as representatives of the COOPERATOR are authorized to act in their respective areas for matters related to this agreement.