



FS Agreement No. 18 MII 11132421 239

Cooperator Agreement No. \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

Between The  
NORTH AMERICAN INVASIVE SPECIES MANAGEMENT ASSOCIATION, INC  
And

The USDA, FOREST SERVICE (SERVICE-WIDE)

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the North American Invasive Species Management Association, Inc., hereinafter referred to as "NAISMA," and the USDA, Forest Service, hereinafter referred to as the "Forest Service".

**Title: NORTH AMERICAN INVASIVE SPECIES MANAGEMENT ASSOCIATION/USDA FOREST SERVICE MOU**

### **Background:**

The USDA Forest Service is recognized domestically and internationally as a leader in aquatic and terrestrial invasive species research and management; with our work spanning a broad spectrum of invasive threats affecting the environment, the economy and productivity, cultures, and human and animal health. Our invasive species work is supported by well-established legislative authorities, regulations, policies, orders, and related directives. The Forest Service works in nearly every vulnerable aquatic and terrestrial ecosystem in North America and other areas threatened by invasive species around the globe. Forest Service experts in public communication, legislative affairs, research and technology transfer, land management, and education also provide important support in effectively addressing invasive species issues across North America and beyond. The Forest Service has been a collaborator with many public and private partners on a variety of invasive species outreach, awareness and education efforts over the past several decades, including but not limited to: "Bugwood", "Don't Move Firewood", "Team Leafy Spurge", "Fight 5", "Stop Aquatic Hitchhikers", "Don't Pack A Pest", "Play Clean Go", "Don't Move A Mussel", "Clean Drain Dry", "Dangerous Travelers", "Clean Drain Dry Dispose (CD3)", "Pulling Together (PTI)", "National Invasive Weed Awareness Week (NIWAW)", "National Invasive Species Awareness Week (NISAW)", "Playing Smart Against Invasive Species", "Defending Favorite Places", "Wild Spotter™", and many other awareness and education campaigns. The Forest Service also works with national and international organizations, councils, and agencies on other types of invasive species issues, projects, and initiatives. Through collaborations with various coalitions, associations, councils, governments, and coordinating committees at the local, state, tribal, national, and international levels, the Forest Service has worked closely with others to establish or expand programs, approaches, protocols, and management techniques to address the threats from aquatic and terrestrial invasive species across North America.

As one of the largest federal land management agencies in the United States, the Forest Service directly manages public lands and waters from Alaska to the Caribbean; represented by 154 National Forests and 20 National Grasslands. Through its strong local presence in many rural communities, the Forest Service plays an important role in establishing, funding, and promoting local Cooperative Invasive Species Management Areas (CISMAs) and Cooperative Weed Management Areas (CWMAs); these are critical landscape-scale partnerships to collaborate against invasive species across all ownerships and jurisdictional boundaries. The Forest Service also provides technical and financial assistance to state natural resource and agricultural agencies, tribal governments, and other federal land management agencies to respond to and manage invasive and native forest pests that threaten the Nation's 731 million acres of rural and urban forests of all ownerships.

Originally established in 1993 as the North American Weed Management Association (NAWMA), the North American Invasive Species Management Association (NAISMA) is a private non-profit and non-regulatory organization comprised of people who work in the private, county, state, regional, provincial, federal, and tribal arenas challenged by the threat of invasive species. NAWMA changed its name and focus in 2013 to help meet the needs of a broader spectrum of invasive species management professionals; offering educational opportunities, professional development, invasive species best management recommendations, and environmental awareness on a variety of invasive species issues. NAISMA's membership is made up of individuals involved in implementing invasive species management programs at many levels; some of whom have a long history working closely with the Forest Service to address a broad spectrum of important invasive species issues within the United States. Many of the NAISMA (NAWMA) milestones and accomplishments were achieved through collaborations with government authorities and other groups to recommend solutions to overcome the challenges faced by invasive species management practitioners. In the United States, NAISMA's collaborations with organizations in the private-sector, county-government, state-government, and federal-government (including the Forest Service), have resulted in recommendations for weed-free materials (forage, seed, gravel, mulch, etc.), invasive species inventory mapping standards and data sharing, and invasive species prevention and awareness.

As noted above, the Forest Service capitalizes on its wide array of programs, expertise, authorities, and assistance programs to work cooperatively across the landscape with local-, state-, tribal-, and federal-government partners; and with private landowners and non-government partners to prevent and control invasive species and restore impacted areas. In this regard, the Forest Service has a long-standing collaborative relationship with NAISMA/NAWMA; collaborating closely on important issues such as Early Detection and Rapid Response (EDRR), 'weed-free' materials (forage, gravel, etc.) standards, invasive species data collection and mapping standards/protocols, invasive species awareness and education, integrated pest management techniques and support for field-level practitioners, international cooperation, and other invasive species management and research topics. The Forest Service and NAISMA have worked to promote innovative solutions to prevent and control the spread of invasive species across the landscape in cooperation with partners at multiple levels.

- I. **PURPOSE:** The purpose of this MOU is to formally establish a national framework of coordination and cooperation between the Forest Service (Service-wide) and NAISMA that respects the authorities and jurisdictions of other public and private organizations across North America, and ensures joint-planning and implementation of mutually-beneficial projects, programs, training, and activities that support research and management of aquatic and terrestrial invasive species impacting the lands and waters of the National Forest System and beyond.

## **II. STATEMENT OF MUTUAL INTERESTS**

- 1) Whereas, the Forest Service is responsible for protecting, managing, and restoring terrestrial and aquatic ecosystems to protect native biodiversity and improve productivity on the 193 million acres of National Forests and National Grasslands in the United States, and for collaborating with a wide range of public and private partners in a variety of ecosystems to detect, prevent, and manage aquatic and terrestrial invasive plants, microbes, vertebrates, invertebrates, fungi, and algae.
  - 2) Whereas, the Forest Service cooperates with a range of organizations to support, improve, and expand programs, training, projects, and techniques to more effectively manage aquatic and terrestrial invasive species, and to improve the cooperation and collaboration between public and private stakeholders and partners across North America.
  - 3) Whereas, the Forest Service works in partnership with a range of organizations across North America to promote, develop, and implement tools and approaches that can be used at multiple levels to detect, monitor and manage aquatic and terrestrial invasive species. In particular, the Forest Service encourages the development and use of standardized protocols, techniques, methodologies, and approaches for the prevention and control of invasive species where applicable and appropriate.
  - 4) Whereas, the Forest Service encourages the sharing and exchange of information, and development of programs or technologies, that directly benefit the 'on-the-ground' management and applied research against aquatic and terrestrial invasive species across North America.
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- 1) Whereas, NAISMA promotes and develops programs to support the conservation and protection of native plants and animals, restoration of degraded ecosystems, and promotion of biodiversity through the prevention and control of aquatic and terrestrial invasive species threatening the environment, public health, cultural needs, and the economy.
  - 2) Whereas, NAISMA fosters cooperation among invasive species managers in the exchange of information, education, training, management practices, programs and technologies. In particular, NAISMA helps promote cooperation and collaboration on invasive species management among federal, provincial, state, county, and private land managers.
  - 3) Whereas, NAISMA helps support invasive species practitioners by improving and promoting their professionalism and the image of invasive species practitioners, and encourages responsible government authorities to effectively apply laws, regulations and other legal requirements to thwart aquatic and terrestrial invasive species.
  - 4) Whereas, NAISMA promotes the need for increased funding and management capacity at all levels for more effective 'on-the-ground' invasive species management, and promotes innovative research and management programs that are broadly applied in scope and effectiveness.

The parties agree to collaborate in accordance with the following provisions:

## **III. RESPONSIBILITIES AND ACTIVITIES**

### **The Forest Service Shall:**

- 1) Share Forest Service expertise and provide guidance to NAISMA on invasive species research, education, and management for the development of mutually-beneficial programs, projects, techniques, standards, and protocols that advance support for detection, mapping, prevention,



- EDRR, and other management activities against aquatic and terrestrial invasive species across the 193 million acre National Forest System and beyond.
- 2) Encourage NAISMA to cooperate and collaborate with multiple public and private organizations at the local, regional, national, and international levels to plan, coordinate, or promote mutually-beneficial programs or projects that support the detection, mapping, prevention, and control of aquatic and terrestrial invasive species.
  - 3) When consistent with this MOU, the Forest Service will highlight, as appropriate, its relationship with NAISMA and the associated collaborative efforts underway.
  - 4) Where appropriate, participate and collaborate with NAISMA, and with other organizations, to coordinate and promote outreach and educational programs which raise awareness of invasive species threats, and recommend science-based methodologies to reduce the associated spread and impacts.
  - 5) Where appropriate, recommend the use of consistent protocols, standards, and requirements related to “Weed Free/Invasive Species Free Materials Certification”, “Invasive Species Inventory Mapping”, data sharing networks, and other related standards which have been developed cooperatively between the Forest Service, NAISMA, and other domestic and international authorities.
  - 6) Where appropriate, encourage local and regional Forest Service offices and programs to develop separate agreements with NAISMA, consistent with this MOU, to advance mutually-benefitting projects, training, and programs that directly advance or support Forest Service invasive species policy requirements and related management activities across the National Forest System.

**NAISMA Shall:**

- 1) Provide opportunities for networking people in the private, county, state, regional, provincial, federal, and nonprofit arenas regarding research, education, prevention, mapping, EDRR, and other management activities against invasive species. Foster cooperation and coordination among invasive species management programs, including government agencies such as the Forest Service, through the exchange of information, educational materials, establishment of training programs, and promotion of integrated Invasive Species Management (ISM) practices, and promotion of the need to increase management capacity at all levels.
- 2) Collaborate with the Forest Service, and other public and private organizations, to develop “Weed Free/Invasive Species Free” Materials Certification Standards programs (e.g. forage, gravel, mulch, seed, etc.) to provide consistent minimum standards and guidelines for officially certifying that high-risk materials are “weed-free” or “invasive species-free”, and coordinate consistent training and participation by private, county, state, provincial, and national organizations in such programs.
- 3) Collaborate with the Forest Service, and other public and private organizations to develop and recommend a set of Invasive Species Inventory and Mapping Standards, and promote innovative approaches for invasive species management data sharing, to increase the ability to more effectively address the invasive species problem across the continent.
- 4) Collaborate with the Forest Service and other public and private organizations to help raise awareness of the invasive species threat, and provide science-based recommendations to empower citizens and organizations to be stewards of the environment by preventing the accidental spread of invasive species through their own activities.
- 5) Provide training programs for professionals and students on invasive species management, including courses and up-to-date materials on invasive species identification, prevention, mapping, EDRR, control, and restoration techniques which comply with local, state, tribal, provincial, and federal regulations and protocols.

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

- A. **PRINCIPAL CONTACTS.** The individuals listed below are authorized to act in their respective roles representing their party for all matters related to this agreement:

**FOREST SERVICE**

**Mr. Mike Ielmini, CWB<sup>o</sup>**  
National Invasive Species Program Manager  
USDA Forest Service, National Forest System  
201 14<sup>th</sup> Street, S.W.  
Washington, D.C. 20250  
United States of America  
Email: [mielmini@fs.fed.us](mailto:mielmini@fs.fed.us)  
Phone: 202-205-1049

**NAISMA**

**Mrs. Belle Bergner**  
Executive Director  
NAISMA  
2025 N Lake Drive  
Milwaukee, WI 53202  
United States of America  
Email: [bbergner@naisma.org](mailto:bbergner@naisma.org)  
Phone: 414-967-1350

- B. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Public access to this MOU or associated 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 Act (5 U.S.C. 552) regulations.
- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **COMMENCEMENT/EXPIRATION/TERMINATION.** This MOU takes effect upon the date of signature by the Forest Service and NAISMA, and shall remain in effect for 5 years from the date of execution. This MOU may be terminated upon written request of either NAISMA or the Forest Service, with a 60-day written notice to the other.
- E. **MODIFICATIONS/EXTENSIONS.** 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 officials, prior to any changes being performed. Requests for modification or extension should be made in writing at least 30 days prior to implementation of the requested change, or as feasible.
- F. **RESPONSIBILITIES OF PARTIES.** The Forest Service and NAISMA, and their respective employees and membership, will manage and be responsible for 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 under this MOU.
- G. **NON-BINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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. Specifically, 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 that are consistent with this MOU, 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.

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 provisions in this MOU 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 and regulation. Nothing in this MOU is 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. Nothing in this MOU is intended to alter, limit, or expand the Forest Service's or NAISMA's statutory and regulatory authority.

- H. **USE OF USDA FOREST SERVICE INSIGNIA.** In order for NAISMA to use the USDA Forest Service insignia on any published media, such as a Web page, printed publication, social media, or audiovisual production, permission must be granted in writing from the USDA Forest Service's Office of Communications at the regional or national level. NAISMA will coordinate closely with the principal Forest Service contact or designee to acknowledge Forest Service support in any publication, audiovisuals, products, programs, and electronic media developed as a result of this MOU and associated prospective agreements, where applicable and appropriate.
- I. **ENDORSEMENT.** Unless otherwise indicated separately by the Forest Service, any materials, programs, products, or activities undertaken, supported, or produced do not by direct reference to the MOU or implication convey Forest Service or U.S. Department of Agriculture endorsement of NAISMA or NAISMA programs.
- 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, POV's or GOV's 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 Forest Service's policy to inform the public as fully as possible of its programs and activities. NAISMA is also encouraged to give public notice of the receipt of this agreement and, from time to time, to announce mutually-beneficial progress and accomplishments of the parties. Press releases or other public notices of such progress and accomplishments with Forest Service support should include an acknowledgement substantially describing as follows:

***"USDA Forest Service, National Forest System Invasive Species Management Program"***



NAISMA shall work with the Forest Service to develop jointly-issued public notices, news releases, publications, social media, and other materials to ensure accuracy and clarity. NAISMA will provide copies of draft notices, publications, or announcements to the Forest Service principal contact as far in advance of release as possible to ensure mutually-beneficial results are achieved.

- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NAISMA 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."*

- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as principal contacts of their respective organization are authorized to act in their respective roles for all matters related to this agreement.


THE PARTIES HERETO have executed this instrument.

**North American Invasive Species Management Association, Inc.**

  
\_\_\_\_\_  
Mark Daluge, President

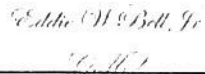
5/4/18  
Date

**USDA Forest Service**

  
\_\_\_\_\_  
Allen Rowley, Director  
National Forest System, PMRMVE Staff, Washington, D.C.

5/4/18  
Date

The authority and content of this agreement has been reviewed and approved for Signature.

  
\_\_\_\_\_  
Eddie W Bell, Jr.  
USDA Forest Service Grants & Agreements Specialist

Digitally signed by Eddie W Bell Jr  
DN: cn=Eddie W Bell Jr, o=US Forest  
Service, ou=WO AQM Grants Management,  
email=eddiebell@fs.fed.us, c=US  
Date: 2018.05.02 13:33:14 -0400

\_\_\_\_\_  
Date