



Memorandum of Understanding

Among the following Cooperative Weed Management Area Partners:

Castle Rock Township, Ravenna Township, Dakota County SWCD, Mendota Heights, Eureka Township

(Hereinafter referred to as CWMA Partners)

I. Background and Objectives

Invasive species have significant environmental, social, and economic impacts on natural areas, parks, and open spaces. Dakota County contains a myriad of groups including governmental agencies, non-profit organizations, private business, and private citizens and landowners that give the county the unique opportunity to manage invasive plants in a cooperative manner.

The purpose of this Memorandum of Understanding (MOU) is to encourage and formalize the cooperative relationship necessary for effective management, coordination, and implementation of invasive terrestrial species programs among the above-mentioned Community Partners. A new Partners may join the CWMA at any time.

***CWMA Partners** are defined as a Dakota County City or Township, a local, state or federal government agency, a privately controlled business, or a not-for-profit organization. Various other organizations or individuals may choose to participate informally as **Cooperators** with the CWMA. CWMA Partners and Cooperators agree to offer funding or in-kind services to the CWMA.*

II. General Provisions

- 1. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this MOU or to the facilities, programs and staff for which the MOU is responsible.*
- 2. **Indemnification:** Each party to this MOU shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this MOU are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a), provided further that for purposes of that statute it is the intent of each party that this MOU does not create any liability or exposure of one party for the acts or omissions of the other party.*
- 3. This MOU is neither a fiscal nor a funds obligation document. Any action involving contribution of funds or reimbursement between parties to this MOU will be handled in accordance to applicable laws, regulation, and procedures including those for Government procurement and printing. These actions will be outlined in separate agreements between parties and will be authorized by the appropriate statutory authority.*



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III. Partner Goals and Objectives

The intent of this MOU is to enhance the success of the Cooperative Weed Management Area for Dakota County by encouraging sharing of 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. The MOU does not release the Partner from any previous duties or responsibilities.

The undersigned parties mutually agree to the following:

- a. Participate and/or cooperate in the development of the Dakota County Cooperative Weed Management Area (CWMA).*
- b. Share information among CWMA Partners and Cooperators and provide assistance and expertise regarding invasive plant management activities.*
- c. Develop a plan for the inventory, mapping, education, monitoring, control and restoration of impacted area.*
- d. Inventory and map targeted species.*
- e. Create an Education and Outreach plan for the public and partner/cooperator staff.*
- f. Monitor and control existing infestations and help reduce expansion and establishment into new areas.*
- g. Restore impacted areas to reduce potential re-infestation.*
- h. Provide cost-share assistance or in-kind services for the control of invasive species and restoration of infestation areas, as staff time and/or funding allows.*
- i. Review this MOU and make revisions and updates as necessary to meet the purpose of the agreement.*

IV. Term of Agreement

This MOU will become effective upon signature of each of the CWMA Partner and approval by the Steering Committee. The MOU shall be automatically renewed annually on the origination date (date signed) of the MOU by the CWMA Partner. This MOU in no way restricts any of the CWMA Partners or Cooperators from participating in similar activities with other public or private agencies, organizations, or individuals.

V. Modification and Termination

Modifications to this MOU shall be made by the issuance of an unanimously approved modification prior to any changes being performed. Any CWMA 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 CWMA

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

VII. Key Officials and Signatures

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

VIII. Cooperators

Individuals will be encouraged to participate in the CWMA through a CWMA Partner. Cooperators will not be required to sign an MOU. Cooperators may contribute in kind services or funds. A Cooperator must provide a plan of activities to the CWMA Partner prior to any action. A Cooperator, upon CWMA Partner knowledge and approval of activity, shall abide by the Indemnification clause stated in this agreement.



Memorandum of Understanding

Between

&

Dakota County Cooperative Weed Management Area (CWMA)

Name, Title: _____

Address: _____

Phone: _____

E-mail: _____

Key Official Name: _____
(Name and Title)

Key Official Signature: _____
(Signature and Date)