

MEMORANDUM OF AGREEMENT

BETWEEN THE

MONTANA DEPARTMENT OF AGRICULTURE
NEBRASKA DEPARTMENT OF AGRICULTURE
NORTH DAKOTA DEPARTMENT OF AGRICULTURE
SOUTH DAKOTA DEPARTMENT OF AGRICULTURE
WYOMING DEPARTMENT OF AGRICULTURE

Purpose

The purpose of this Memorandum of Agreement (MOA) by and among the Parties listed above is for the coordination of the proper management of Invasive Plant Species, including the implementation of actions to prevent, eradicate, or control the spread of infestation through an integrated management system.

Objectives

To maintain or restore healthy, productive ecosystems from the effect of invasive plant species.

Coordinate among the parties' respective state weed management plans to survey, eradicate, or control common invasive plant species.

Provide leadership, education and communication in the prevention, eradication, and containment efforts that are fully coordinated between the Parties and their partners.

Coordinate existing statewide management systems using all appropriate available methods or a combination of methods, including consideration of: 1) the most efficient and effective methods of eradicating, preventing or controlling invasive plant species; 2) current scientific technology; 3) the physiology and habitat of a plant species; and 4) the economic, social, and ecological consequences of invasive plants.

Agreements

In order to cooperatively promote the management of Invasive Plant Species, prevent the introduction and continuing spread, eradicate invasive plants and protect the environment and its natural ecosystems, all Parties agree to the following:

- A.
 1. Develop a regional weed management plan compatible with state management plans to stop the introduction and eradicate or control the spread of Invasive Plant Species in a five-state area.

2. Coordinate the implementation of an integrated management system approach for Invasive Plant Species, including but not limited to: a) education, b) preventive measures, c) physical or mechanical methods, d) biological agents, e) herbicide methods, f) cultural methods, g) management.
 3. Develop and promote the philosophy and concept of vegetation management programs, which can play a role in preventing the establishment and spread of invasive plant species.
 4. Increase the level of knowledge, awareness, and commitment to invasive weed management through training, sharing of technical expertise, and developing technical and educational material.
 5. Coordinate prevention, eradication, and control programs among federal agencies, state agencies, tribes, county weed and conservation districts, agriculture and wildlife associations, conservation organizations, and the public.
 6. Strengthen communications between the Parties regarding their agency's activities and enter into contracts if it is in their mutual interest.
 7. Insure that planning, implementation, and actions involving management activities conform to applicable state, federal, and local laws and regulations.
 8. Develop and implement a regular monitoring and review program to assess factors such as treatment efficacy, spread, and follow up actions on invasive plant species.
- B. 1. Designate a representative(s) from each state to participate in scheduled meetings. An annual meeting will be conducted to review issues and other meetings may be scheduled as needed.
- C. 1. This Memorandum of Agreement may be amended by written mutual agreement by all the Parties. The MOA will become effective upon signing, and shall continue unless terminated by written notice by any party.
- D. 1. Appendix A - Joint Power Provisions

Approval

The parties agree to implement the provisions of this MOA. In addition, nothing in this MOA is intended to supercede any laws, regulations or directives by which the parties must legally abide.

We, the undersigned parties, do hereby approve this Memorandum of Agreement and execute it as of the last date signed below.

SIGNATURES

Montana Department of Agriculture

North Dakota Department of Agriculture

Nancy K. Peterson Date
Director

Roger Johnson Date
Commissioner

South Dakota Department of Agriculture

Wyoming Department of Agriculture

Larry Gabriel Date
Secretary of Agriculture

John Etchepare Date
Director

Nebraska Department of Agriculture

Greg Ibach Date
Director

APPENDIX A

Joint Power provisions

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by the Parties respectively. Each party has responsibilities under the terms of this Agreement and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill the agreement will be undertaken by the respective agencies as described herein. No real property will be purchased to use for this Agreement.
2. A copy of this Agreement will be filed by the South Dakota Department of Agriculture, with the Attorney General and the Legislative Research Council not more than 14 days after execution as required by SDCL 1-24-6.1
3. This agreement will become effective on the _____ Day of _____, 200__, and will terminate on the _____ Day of _____, 2010.
4. Financing required by this agreement will come from regular department budgets and _____. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State of South Dakota. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
5. This agreement may be terminated by either party upon thirty (30) days written notice without cause.
6. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
7. This agreement represents the entire agreement of the parties and all prior negotiations and agreements on this subject are merged herein.