

**SUASCO Cooperative Invasive Species Management Area  
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made and entered into by the Parties listed in Exhibit A.

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish the Sudbury-Assabet-Concord Cooperative Invasive Species Management Area (SUASCO-CISMA). The Parties desire to protect the biological, aesthetic, cultural, historical, and recreational values of natural areas, farmland, water resources, and scenic vistas by cooperating, prioritizing, and coordinating activities, and sharing resources necessary for the prevention and control of invasive plants on public and private lands across ownership boundaries within the CISMA.

The Parties have a mutual interest in invasive plant control within the SUASCO watershed and recognize that uncontrolled invasive species populations in one jurisdiction greatly affect the ability of other land managers to control invasives on lands they administer. Each of the Parties has or has access to financial resources, personnel including volunteers, expertise, and/or equipment for the purpose of controlling invasive species within their own jurisdiction. The Parties desire to come together in a formal manner and promote an integrated invasive species management program throughout the CISMA that includes public relations, education, and training focused on invasive species as well as coordination of invasive species control efforts and methods, resource sharing, and other natural resource protection measures relative to invasive species management.

**II. Statement of Mutual Benefit and Interest:**

The Parties agree that it is to their mutual benefit and interest to work cooperatively to prevent the spread of invasive species across jurisdictional boundaries within the SUASCO CISMA. They agree that it is mutually beneficial to inventory, monitor, and control invasive species; and to educate the public, other stakeholders, decision makers, and themselves about the problems with and solutions to invasive species proliferation.

The Parties to this MOU have individual responsibilities for the management of invasive species on their lands or in their water bodies within the SUASCO CISMA, or have general stakeholder interest in the management, control, biology, prevention, etc. of invasive species. These responsibilities or interests include but are not limited to:

- Making recommendations for treatment of invasive species control/eradication;
- Maintaining equipment and personnel for the purpose of controlling invasive species within their jurisdiction.
- Administering programs involving invasive species control;
- Educating the public and other stakeholders about the impacts of invasive species;

This cooperative effort will achieve better management of invasive species while improving working relationships among the Parties and between the Parties and the public.

**III. Each Signatory Shall:**

- A. Agree to establish the SUASCO CISMA as depicted in Exhibit B.
- B. Agree to the formation of a SUASCO CISMA Steering Committee to provide support for invasive species management activities among CISMA participants.
- C. Agree to coordinate priorities, actions, and resources for preventing, mapping, monitoring, eradicating, containing, and controlling invasive species within the SUASCO CISMA.
- D. Designate a key contact or a representative to attend CISMA meetings and events.
- E. Recognize that each Party to this MOU retains primary responsibility and management discretion for lands under its jurisdiction and for activities conducted with funding that was received outside of the partnership.
- F. Agree to accept the Massachusetts Invasive Plants Advisory Group definition of invasive species as “non-native species that have spread into native or minimally managed plant systems in Massachusetts. These plants cause economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems”.
- G. Work through the Steering Committee to provide necessary information to:
- Establish an Invasive Species Management Plan; and
  - Develop and implement Annual Priority Actions (APAs).
  - Revise or delete the Exhibits to this MOU;
- H. Agree that the Management Plan will describe the goals/objectives for the SUASCO CISMA and will be a guiding document for the management of invasive species within the watershed; that APAs will set the focus for CISMA activities for the year; and that the Management Plan and APAs will have goals and actions that are aligned with recommendations of the Massachusetts Invasive Plant Advisory Group.

**IV. It is Mutually Agreed and Understood by and Between the Parties that:**

- A. **THREAT FROM INVASIVE SPECIES.** Invasive species pose one of the greatest threats to biodiversity, natural landscapes, agricultural interests, recreational activities, quality of life, and scenic beauty of the watershed. There are many ways to deal with this threat including initial prevention, mechanical removal, pesticide application, and biocontrol. Each partner shall commit to the prevention, early detection, monitoring, management, and/or eradication of invasive species on their property in a manner that fits within their organization’s individual management practices.
- B. **FUNDING.** Participants will work together to identify and secure funding to support activities under this MOU including funds for a full-time or part-time Coordinator to be housed at one of the participating organizations. The coordinator will work to implement goals and actions under this MOU as directed by the Steering Committee. Mass Audubon will serve as the initial fiscal agent and will receive and disburse funds related to the project as directed by the Steering Committee.
- C. **PRIMARY CONTACTS.** The primary contacts for this MOU are listed in Exhibit C.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, individual people, or other entities. Parties will be able to enter into separate arrangement(s) outside the CISMA to implement management activities according to their own priorities as well as activities associated with the Management Plan and APAs. Such arrangement(s) may include, but are not limited to Cooperative Agreements, Challenge Cost Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Collection Agreements, and Procurements. Parties recognize that other entities may assist in endeavors supporting the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to managing funds, writing grant applications, providing consultation, education, and facilitation.

E. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall be construed as obligating the Parties to this agreement to expend money or resources, or involve any contract or other obligation for the future payment of money or resources. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this MOU 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 and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the Parties of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

F. GENERAL STRUCTURE. Activities under this MOU will be directed by a Steering Committee made up of representatives of Party organizations and structured according to Exhibit D. Signatory organizations will be Principal Partners. The Steering Committee may appoint sub-committees to address specific issues. Each sub-committee will include at least one member of the Steering Committee.

G. SUPPORTING PARTNERS. Organizations or individuals supportive of the goals of the SUASCO CISMA but for any reason unable or unwilling to sign the MOU may join as Supporting Partners. Supporting Partners will be invited to general meetings, kept informed of SUASCO CISMA activities, and be supportive of efforts as described in the MOU. Supporting Partners can vote for Steering Committee members, and representatives of Supporting Partner organizations are eligible to serve on the Steering Committee and sub-committees as described in Exhibit D.

H. MUTUAL HOLD HARMLESS. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU. Each party agrees to hold the others harmless from and against all actions, claims, damages and costs directly and indirectly arising out of, or in connection with, any and all activities and undertakings carried out by such party in relation to this Agreement, provided that this obligation shall not apply to the U.S. Fish and Wildlife Service or the National Park Service.

I. ADDITIONAL PARTICIPANTS. Eligible organizations and individuals interested in joining in the SUASCO CISMA after the initial round of signatures can join if invited by the Steering Committee. Exhibits will be

updated to reflect current participation. Additional signatures will be appended in an Exhibit H, if needed.

J. In the interest of efficiency, if necessary, this MOU will be distributed electronically for signature. Signatory officials should initially respond with their electronic signature to [jcollins@massaudubon.org](mailto:jcollins@massaudubon.org), followed by mailing their original hard copy signature to:

Jeffrey Collins  
Mass Audubon  
208 South Great Road  
Lincoln, MA 01773

Once fully executed, an electronic copy of this MOU will be distributed to all signatory officials.

K. COMMENCEMENT/EXPIRATION DATE. This MOU is in effect for each signatory from the date of execution of this document and shall automatically renew on an annual basis unless terminated by the Steering Committee by giving at least 30 days electronic notification to the entire membership.

L. MODIFICATION. Modifications of this MOU shall be made by mutual consent of all signatories, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.

M. TERMINATION. Any Party, in writing (electronic or otherwise), may terminate their participation in this MOU in whole, or in part, at any time.

N. LOBBYING ACTIVITIES. The SUASCO CISMA shall not engage in any direct lobbying that will result in legislation, including lobbying for budgetary increases. The individual organizations that are signatories to this MOU are free to lobby for the best interests of the CISMA as their individual organizations allow and support. The SUASCO CISMA does retain the right to influence policy implementation.

O. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to federal or state agencies under this MOU may be subjected to the Freedom of Information Act (5 U.S.C. 552, ADD MA STATUTE).

**V. Signatures**

By signing this agreement each signatory certifies that he/she is fully authorized to enter into this agreement.

\_\_\_\_\_  
Elizabeth A. Herland, Project Leader  
U.S. Fish and Wildlife Service  
Date

\_\_\_\_\_  
Nancy Nelson, Superintendent  
Minute Man National Historical Park  
National Park Service  
Date

\_\_\_\_\_  
Debra Edelstein, Executive Director  
New England Wild Flower Society  
Date

\_\_\_\_\_  
Lynn Lyford, Executive Director  
New England Forestry Foundation  
Date

\_\_\_\_\_  
Laura Johnson, President  
Mass Audubon  
Date

\_\_\_\_\_  
Ronald McAdow, Executive Director  
Sudbury Valley Trustees  
Date

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Gordon Shaw, Trustee and Treasurer  
Concord Land Conservation Trust  
Date

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Joseph W. Mullin, Chair  
SUASCO Watershed Community Council

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Date

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Deirdre C. Menoyo, Chair  
SUASCO Wild & Scenic River Stewardship Council

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Date

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William G. Constable, President  
Lincoln Land Conservation Trust

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Date

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Amanda Davis, Executive Director  
Organization for the Assabet River

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Date

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Matthew R. Burne, Conservation Director  
The Walden Woods Project

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Date

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Barbara Volkle, President  
Friends of the Assabet River National Wildlife Refuge

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Date

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Sally Waters, Chair  
Southborough Open Land Foundation

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Date

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Tom A. Schultz, Chair  
Carlisle Conservation Commission

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Date

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Alexander C. Easterday, Chair  
Concord Natural Resources Commission

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Date

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Peter von Mertens, Co-chair  
Lincoln Conservation Commission

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Date

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Jim Meadors, Co-chair  
Lincoln Conservation Commission

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Date

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Edward Clancy, Chairman  
Marlborough Conservation Commission

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Date

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Fredric W. King, Chair  
Maynard Conservation Commission

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Date

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Patricia R. Perry, Coordinator  
Stow Conservation Commission

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Date

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John Drobinski, Selectman  
Town of Sudbury

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Date

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Frederica Gillespie, Executive Director  
Sudbury River Watershed Organization

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Date

**VI. Exhibits**

**A – Participant Organizations**

Principle Partners – The following organizations are signatories to this MOU:

Carlisle Conservation Commission	Organization for the Assabet River
Concord Land Conservation Trust	Southborough Open Land Foundation
Concord Natural Resources Commission	Stow Conservation Commission
Friends of the Assabet River NWR	SUASCO Watershed Community Council
Lincoln Conservation Commission	SUASCO Wild & Scenic River Stewardship Council
Lincoln Land Conservation Trust	Sudbury River Watershed Organization
Marlborough Conservation Commission	Sudbury Valley Trustees
Mass Audubon	The Trustees of Reservations
Maynard Conservation Commission	Town of Sudbury
National Park Service	U.S. Fish & Wildlife Service
New England Forestry Foundation	The Walden Woods Project
New England Wild Flower Society	

Supporting Partners – The following organizations are not signatories to the MOU but are supportive of and interested in participating in some capacity in the SUASCO CISMA.

Massachusetts Riverways Program



**C – Primary Contacts**

<u>Organization</u>	<u>Primary Contact</u>	<u>Email</u>	<u>Phone</u>
Carlisle Conservation Commission	Lynn Knight	lynn.knight627@comcast.net	978-318-0872
Concord Land Conservation Trust	Nancy Cowan	info@concordland.org	978-369-6526
Concord Natural Resources Commission	Delia Kaye	dkaye@concordma.gov	978-318-3285
Friends of the Assabet River NWR	Barbara Volkle	barb620@theworld.com	508-393-9251
Lincoln Conservation Commission	Anna Wilkins	wilkinsa@lincolntown.org	781-259-2612
Lincoln Land Conservation Trust	Buzz Constable	buzz@awperry.com	781-259-0199
Marlborough Conservation Commission	Priscilla Ryder	pryder@marlborough-ma.gov	508-460-3768
Mass Audubon	Pam Sowizrol	psowizral@massaudubon.org	781-259-2205
Massachusetts Riverways Program	Russ Cohen	Russ.Cohen@state.ma.us	617-626-1543
Maynard Conservation Commission	M. John Dwyer	mjohn.dwyer@verizon.net	978-897-1848
National Park Service	Lee Steppacher	Lee_Steppacher@nps.gov	617-223-5225
New England Forestry Foundation	Si Balch	sbalch@newenglandforestry.org	978.952.6856
New England Wild Flower Society	Ted Elliman	telliman@newfs.org	508-877-7630 x3203
Organization for the Assabet River	Sue Flint	sflint@assabeteriver.org	978-369-3956
Southborough Open Land Foundation	Freddie Gillespie	fg481@verizon.net	508-481-8499
Stow Conservation Commission	Pat Perry	Conservation@Stow-MA.gov	978-897-8615
SUASCO Watershed Community Council	Nancy Bryant	info@suasco.org	978-461-0735
SUASCO Wild & Scenic River Stewardship Council	Lee Steppacher	Lee_Steppacher@nps.gov	617-223-5225
Sudbury River Watershed Organization	Freddie Gillespie	fg481@verizon.net	508-481-8499
Sudbury Valley Trustees	Laura Mattei	lmattei@sudburyvalleytrustees.org	978-443-5588 x*834
Town of Sudbury	Debbie Dineen	DineenD@sudbury.ma.us	978-443-2209 x1371
The Trustees of Reservations	Russ Hopping	rhopping@ttor.org	978.840.4446 x1927
U.S. Fish & Wildlife Service	Libby Herland	Libby_Herland@fws.gov	978-443-4661 x11
Walden Woods Project	Matt Burne	matt.burne@walden.org	781-259-4709

**D – Steering Committee Organization**

1. The Steering Committee will be comprised of a chairperson, vice-chairperson, secretary, and general Steering Committee representatives (representatives). The Steering Committee shall elect its own chairperson, vice-chairperson, and secretary. Intervals of such appointments shall be at the discretion of the Steering Committee.
2. The Steering Committee shall consist of ten to twelve representatives of Principal Partner organizations including at most one member from each Principal Partner organization. If the CISMA consists of more than twelve Principal Partners, Steering Committee members will be elected by the entire membership for three year terms. Each Principal Partner and Supporting Partner will have one vote in Steering Committee elections. The Steering Committee can appoint up to three additional Steering Committee members from the Supporting Partners.
3. Steering Committee composition should include at least two representatives from each of the following stakeholder groups: federal agency, state agency, private non-profit, and municipality.
4. Steering Committee members will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. The Steering Committee will meet at least four times each year. One-half (1/2) of Steering Committee members constitutes a quorum.
5. The Steering Committee will strive to operate by consensus with a commitment to cooperation across jurisdictional boundaries. When a vote on resolutions or other items becomes necessary, a 2/3 majority vote of those Steering Committee members present shall be required for passage. Votes can be taken at Steering Committee or general membership meetings, by conference call or by email.

**E – Steering Committee Responsibilities**

The Steering Committee shall:

1. Convene at least quarterly Steering Committee meetings and at least twice-annual general membership meetings at the call of the Chairperson.
2. Develop an Invasive Species Management Plan (ISMP) to establish strategic goals and objectives at the watershed scale and update the Plan periodically.
3. Based on the ISMP, develop, prioritize, and endorse cooperative invasive plant projects to be completed; and develop public relations, education, and training initiatives. Such projects shall be documented in a list of Annual Priority Actions (APAs). The APAs shall generally be drafted by March 1<sup>st</sup> of each year.
4. Encourage cooperative relationships and active participation among and between land owners and managers; federal, state, and local agencies; private landowners; and other interested entities to accomplish goals and objectives of the ISMP and APAs.

5. Share pertinent information, and keep communication open and frequent so all representatives are kept informed of issues that may affect working relationships. This includes the distribution of Steering Committee meeting minutes to the entire membership and sharing information on relevant efforts and accomplishments.
6. Maintain records of accomplishments and provide the Signatories of this Agreement an annual written report of project accomplishments by the end of each calendar year.
7. Actively seek cooperators, volunteers and alternate funding sources necessary to the management and success of the SUASCO CISMA.
8. Review and update Exhibits to this MOU.
9. Further define specific Steering Committee responsibilities in the approved ISMP and APAs, as appropriate.
10. Undertake such other activities as determined by the Steering Committee to be in the best interests of all of the Signatories and consistent with the purposes of this Agreement.

## **F – Definitions**

**Parties** are agencies, nonprofit groups, landowners, or individuals who have an interest in participating in the activities of the SUASCO CISMA.

**Signatories** are agencies or individuals who have elected to become active and committed participants in the SUASCO CISMA by signing the MOU, thereby agreeing to pursue the principles and goals of partnership.

**Principal Partners** are groups or individuals who are signatories to this MOU.

**Supporting Partners** are groups or individuals who are interested in participating in some capacity in the SUASCO CISMA, but are not signatories to the MOU.

**Steering Committee** will direct the activities carried out under this MOU. The Steering Committee will be comprised of the Principal Partners. If there are more than 12 Principal Partners, representatives will be elected to the Steering Committee. For details on the governance of the Steering Committee, see Exhibit D.

**Sub-Committees** are small groups (a subset of the membership) designated by the Steering Committee to address specific issues or accomplish specific work tasks.

**SUASCO** – The combined watersheds of the Sudbury, Assabet and Concord Rivers.

**CISMA** - Cooperative Invasive Species Management Area is a partnership of Federal, State, municipal, and nonprofit agencies, as well as land owners and interested groups or individuals that commit to work together to manage invasive species in a defined geographic area. The focus of the SUASCO CISMA is the SUASCO watershed area.

***Invasive Species Management Plan*** (ISMP) serves as a blueprint for the activities of the SUASCO CISMA. The ISMP outlines the goals and objectives for preventing, controlling and minimizing invasive species and their impacts in the SUASCO watershed area. Broad goals, such as prevention, early detection, control and management will be delineated in the plan. The ISMP also will identify specific objectives for attaining these goals.

***Annual Priority Actions*** are the prioritized list of action items for the upcoming year. These actions are based on the short- and long-term objectives identified in the ISMP. The APA will identify manageable projects or phases of projects to be accomplished within the next 12 months.

### **G – Massachusetts Invasive Plants Advisory Group**

MIPAG is a group of organizations and professionals concerned with the preservation of the natural landscape in Massachusetts. Members include research institutions, nonprofit organizations, green industry businesses and associations, as well as federal and state government agencies. The group presents findings and recommendations to the Massachusetts Executive Office of Environmental Affairs for fostering cooperative efforts among agencies, organizations, and citizens concerned with the threat of invasive species and their effects on the integrity of the ecosystems in the Commonwealth.

MIPAG has developed a set of biologically based criteria to determine whether a plant should be considered invasive in Massachusetts. The criteria are based on a study of existing field and historical data on plant species. MIPAG has defined an invasive plant as follows:

*Non-native species that have spread into native or minimally managed plant systems in Massachusetts, causing economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems.*

MIPAG has published two major reports: *Evaluation of Non-Native Plant Species for Invasiveness in Massachusetts* and *Strategic Recommendations for Managing Invasive Plants in Massachusetts*, as well as annotated lists of invasive, likely invasive and potential invasive species in Massachusetts.

The above items as well as a listing of members and information on the group's funding and coordination can be found at: <http://www.massnrc.org/MIPAG/>

**H – Additional Signatories**

The Principle Partner organizations listed below have been invited to join the SUASCO CISMA by the Steering Committee and have signed the MOU after the CISMA kick-off on 1 May 2009. By signing this agreement each signatory certifies that he/she is fully authorized to enter into this agreement.

\_\_\_\_\_  
Andrew W. Kendall , President  
The Trustees of Reservations

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Date