



Northeast Wisconsin Invasives Partnership (NEWIP)  
Memorandum of Understanding

*Oneida Nation of Wisconsin  
Golden Sands Resource Conservation & Development Council, Inc.  
Valerie Stabenow  
Green Bay Botanical Garden  
Brown County  
Outagamie County Land Conservation Department  
Wild Ones Fox Valley Area*

**This Memorandum of Understanding (MOU) is hereby entered into among the above parties.  
Other parties may be added as interest and necessity demand.**

**Article 1 - Purpose**

An invasive species, according to United States Executive Order 13112, is “an alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health.” Alien species are “...any species, including its seeds, eggs, spores, or other biological material capable of propagating that species, that is not native to that ecosystem.” The purpose for forming this Cooperative Invasive Species Management Area (CISMA) is to address invasive species, with an emphasis on terrestrial invasive plants, on public and private lands and waters within the Northeast Wisconsin Invasives Partnership (NEWIP)’s four-county area in Wisconsin. This area includes Brown, Outagamie, Waupaca, and Winnebago Counties and the Oneida Nation of Wisconsin. The purpose of this MOU is to document a framework of cooperation to address the effects of invasive species across jurisdictional boundaries. The CISMA, through partnership and cooperation with the above parties and other cooperators, will coordinate priorities and actions for preventing, containing, controlling, and eradicating non-native invasive species. It is the intent of this MOU to enhance the potential for success of the CISMA by encouraging sharing of resources, information, expertise, and effort on a willing

and cooperative basis. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

### **Article 2 - Statement of Mutual Benefit and Interest**

Non-native invasive species are recognized as a widespread and increasing problem in northeast Wisconsin, with serious and detrimental effects occurring on public and private lands. Invasive species are displacing native communities throughout NEWIP's four-county area. Consequences of this displacement can include reduced biodiversity, reduced quality of wildlife habitat, and altered ecological functioning. Some invasive species may additionally cause economic and public health issues.

The parties to this MOU often have individual invasive species management goals on lands within the CISMA. The parties agree that it is in their mutual benefit and interest to work cooperatively to inventory, monitor, control, and prevent the spread of invasive species across jurisdictional boundaries within the CISMA. This cooperative effort will achieve better management of invasive species while improving working relationships between the parties and the public.

### **Article 3 - Endorsement and Support**

The above parties would like to come together in a formal manner and cooperate on public relations, education, and training in the CISMA, as well as for control and other resource protection that might be agreed upon. Where possible, parties will render assistance to one another in pursuit of regional invasive species management goals while promoting education of public and private land managers and the general public regarding invasive species. The CISMA will also provide a communication forum to keep all parties informed of invasive species control activities undertaken by parties and CISMA cooperators. Where possible, parties will provide opportunities to outside interest groups, private landowners, and the public for involvement in invasive species management planning on lands and waters within NEWIP.

The parties agree that working together in a cooperative, coordinated approach will result in the preservation and enhancement of the natural, economic, and social resources in the NEWIP service area. The parties supporting this agreement understand that this is a nonbinding statement of consensus and intent that recognizes the respective authorities and policies of federal, state, county, and local governments and non-governmental private sector interests.

### **Article 4 - Is it mutually agreed and understood by and between the parties that...**

- **A. PARTICIPATION IN SIMILAR ACTIVITIES:** This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- **B. LEGISLATIVE AND FISCAL AUTHORITY:** This MOU is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws,

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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 cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

- **C. MOU MODIFICATION:** Modifications to this document can be made by the NEWIP steering committee at any steering committee meeting but require a 30-day notice of the proposed change(s) and of the meeting date. Changes require a  $\frac{2}{3}$  vote of the steering committee for acceptance. Any parties already signed onto the MOU will be given notification of document modifications and may withdraw from this agreement at any time by providing written notice to the steering committee and NEWIP coordinator.
- **D. TERMINATION:** Any party may terminate their participation in this MOU at any time by providing written notice to the steering committee and NEWIP coordinator.
- **E. ADDITIONAL MEMBERS:** Additional parties may, and are encouraged to, be added to the MOU. Parties who wish to be added to the MOU shall contact the NEWIP coordinator. Parties will be added to the MOU at steering committee meetings by agreement of the steering committee.
- **F. TERM OF THE AGREEMENT:** This MOU will expire five years from the signature of the first member, at which time it will be subject to review, renewal, or expiration. If the members mutually agree to continue cooperation, a new MOU shall be executed.

This MOU is not a legally binding agreement and creates no legally binding obligations for any party. However, it does express the intent of the parties regarding the work they will undertake for this collaboration.

### **Article 5 - Key Officials and Signatures**

A separate sheet will be included for each of the interested parties designated the key official to this MOU and the signature of the person authorized to enter into this agreement.



Memorandum of Understanding

between

Northeast Wisconsin Invasives Partnership (NEWIP)

and

\_\_\_\_\_  
Organization / Individual Name

**Article 5 - Key Officials and Signatures (continued):**

\_\_\_\_\_  
Sign Name \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title (if applicable)

Key Contact / Official (if applicable):

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_