Texas Gulf Region
Cooperative Weed Management Area (CWMA)
MEMORANDUM OF UNDERSTANDING

Between

City of Port Aransas
Texas A&M Forest Service
Lady Bird Johnson Wildflower Center
Coastal Bend Bays and Estuaries Partnership
US Fish and Wildlife Service Coastal Program
Texas Parks and Wildlife Department
Nueces County Parks Department
Mission-Aransas National Estuarine Research Reserve
Keep Port Aransas Beautiful

This Memorandum of Understanding (MOU) is made and entered into by and among the City of Port Aransas, Texas A&M Forest Service, Lady Bird Johnson Wildflower Center at the Univeristy of Texas at Austin, Coastal Bend Bays and Estuaries Partnership, US Fish and Wildlife Service Coastal Program, Texas Parks and Wildlife Department, Nueces County Parks Department, Mission-Aransas National Estuarine Research Reserve, and Keep Port Aransas Beautiful, hereinafter jointly referred to as "the Parties."

AUTHORITY:

This Memorandum of Understanding is implemented under the authority of the following laws and regulations:

Federal Noxious Weed Act of 1974 (PL 93-629), the Noxious Weed Law
Harmful or Potentially Harmful Fish, Shellfish, and Aquatic Plants, Texas Administrative Code, Title 31, Part 2, Chapter 57, Subchapter A
Noxious and Invasive Plants, Texas Administrative Code, Title 4, Part 1, Chapter 19, Subchapter T

PURPOSE:

The above named agencies and cooperators have noxious weed, harmful or invasive plant (hereby referred to as "invasive plants") control responsibilities on their respective lands or interests on lands in the Texas Gulf Region Cooperative Weed Management Area through the listed authorities. Each of the parties has or has access to resources for the management of invasive plants. Individual parties may have or maintain equipment and personnel for the purpose of controlling invasive plants within their own jurisdiction or project areas.

Uncontrolled invasive plant populations in one jurisdictional area greatly affect the ability of other land managers to control these invasive plants on lands they administer. The Parties desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA that includes public relations, education, and training in the noxious weed arena as well as coordination of weed control efforts and methods, sharing of

resources, and designing other desirable resource protection measures relative to weed management.

This does not preclude individual agency projects or funding needs, nor does it commit any agency to participate in any projects outside their jurisdictional area. This will be accomplished under the general direction of a Steering Committee to implement activities in accordance with this agreement, scheduled meetings, and resulting operating plans.

It would also provide a communication forum to keep all parties informed of invasive plant control concerns and activities, and/or other resource protection activities relative to integrated weed management. The Federal agencies involved have been directed by Sec. 15(3) of the Federal Noxious Weed Act to complete and implement cooperative agreements with State agencies and other partners.

STATEMENT OF MUTUAL BENEFITAND INTEREST:

This Agreement will provide an efficient means of handling, controlling, and communicating about invasive plant management in the geographic area covered by this Agreement. The sharing of knowledge, and in some cases resources, will achieve better control of invasive plants while improving working relationships with the partners and members of the public served by each.

DEFINITIONS:

Texas Gulf Region CWMA: The Cooperative Weed Management Area is the geographic area generally contained within all boundaries and land types of the Texas Gulf Barrier islands from Port O'Connor to Packery Channel in Aransas, Nueces and Calhoun counties.

Sustaining Partners: Private individuals or organizations that have vested interests in the Texas Gulf Region CWMA. These partners, although not signatories of this Agreement, provide significant additional resources to integrated invasive plant management in the Texas Gulf Region CWMA.

CWMA Steering Committee: Shall represent all CWMA members and consist of persons with expertise or interest in integrated invasive plant management. The Committee will operate as a steering group and will be responsible for the daily activities of the Texas Gulf Region CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

Annual Operating Plan: The annual operating plan will identify potential project areas and/or funding opportunities. Operating plans will be developed for funded projects including financial plans and monitoring plans would be approved by weed steering committee members.

Financial Plan: A table identifying projects with estimated costs and sources of funding for each project.

Monitoring Plan: The monitoring plan would identify the purpose and level of monitoring for each project.

ITEMS OF MUTUAL AGREEMENT:

TEXAS GULF REGION CWMA STEERING COMMITTEE:

1. **Establishment**: A Steering Committee will be established, consisting of representatives from the signing parties, to provide Texas Gulf Region CWMA direction and oversight, and to monitor the cooperative invasive plant management activities under this Agreement.

2. **Operating Principles**: The Texas Gulf Region CWMA Steering Committee (or CWMA Steering Committee) shall meet, at minimum, biannually to develop and approve the Annual Operating Plans and items to accomplish.

- Public meetings may be conducted, with notification given through local media, including local radio station announcements, website announcements, and print announcements.
- Agenda items will be submitted to the CWMA Coordinator to be disbursed to the CWMA Steering Committee members.
- The CWMA Steering Committee will operate by consensus with a commitment to cooperation.
- The CWMA Steering Committee will make all final approvals.
- Each entity on the CWMA Steering Committee retains discretionary prerogative for areas under its individual authority.

3. **Role**: The Texas Gulf Region CWMA Steering Committee will:

- Develop and execute the Texas Gulf Region CWMA Invasive Plant Strategic Annual Operating Plan for project areas.
- Render decisions and guide Texas Gulf Region CWMA activities consistent with this Agreement.
- Meet regularly to implement Texas Gulf Region CWMA activities. Meeting schedule will be determined by the CWMA Steering Committee.
- Provide an annual written report of project accomplishments to the CWMA members.
- Recognize that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit under separate instruments.
- Actively pursue participation from other partners for integrated invasive plant management in the Texas Gulf Region CWMA including but not limited to, any private citizen, municipalities, County, State, Federal or Tribal Agency. These entities have vested interests in the Texas Gulf Region CWMA and provide assistance necessary in integrated invasive plant management.
- Develop and execute Memoranda of Understanding or other instruments (e.g., contracts, Participating Agreements, etc.) needed to promote the participation of other partners and implement the components of the Annual Operating Plans.

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

TERMINATION: Any of the Parties may terminate their participation in this Agreement in whole, or in part, at any time, by providing a 60-day written notice to the others. Neither party shall incur any new obligations for the terminated portion of this Agreement after the effective date and

shall cancel obligations incurred up to the effective date of termination in a timely manner with preference to a 30-day notification.

TERM OF AGREEMENT: This Agreement takes effect upon the signature of the Parties and shall remain in effect for 1 year from the date of execution. This Agreement is executed as of the date of last signature and, unless sooner terminated, is effective through **12/31/2019** at which time it will expire unless renewed. This Agreement may be extended or amended upon written request of any of the Parties and the subsequent written concurrence of the others.

EXTEND TERM: This Agreement may be extended or amended upon written request of any of the parties and the subsequent written concurrence of the others. Parties, by written modification to this Agreement, may extend the term for subsequent performance periods not to exceed a total duration of **5 years** from the execution date of this Agreement, including the subsequent performance periods.

All signing parties will be responsible and accountable for their own funds, equipment, and personnel, except as noted above.

PRINCIPAL CONTACTS: Steering Committee contacts for this Memorandum of Understanding are:

CWMA Coordinator – Justin Bush – 512-232-0156
City of Port Aransas – David Parsons – 361-749-4111
Coastal Bend Bays and Estuaries Partnership – Owen Fitzimmons – 361-885-6247
US Fish and Wildlife Service Coastal Program – Beau Hardegree – 361-533-6054
Texas Parks and Wildlife Department – Kendal Keyes – 361-790- 0325
Mission-Aransas National Estuarine Research Reserve – Katie Swanson – 361-749-3106
Texas A&M Forest Service – Michael Murphrey – 936-639-8170

BILLING AND PAYMENT PROVISIONS: Payment, billing arrangements, and a financial entity will be determined from the Annual Program of work and may involve reimbursable or advance payments between the parties to this Agreement. Specific direction may vary by participating agency.

FREEDOM OF INFORMATION ACT (FOIA): Any information furnished to the Federal agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

LEGAL AUTHORITY: The recipient/party has the legal authority to enter into this Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts Parties or Partners from participating in similar activities with other public or private agencies, organizations, and individuals.

AUTHORIZED REPRESENTATIVES: By signature below, the Parties certify that the individuals listed in this document as their representatives are authorized to act in their respective areas for matters related to this agreement.

NON-FUND OBLIGATING DOCUMENT: Nothing in this agreement shall obligate any of the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements or other instruments and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

ESTABLISHMENT OF RESPONSIBILITY: This Agreement is not 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.

RESPONSIBILITIES OF PARTIES: The Parties and their respective agencies and offices will handle 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.

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Participant Organization Signature Page

IN WITNESS of the above named MOU, _____
(name of organization)
agrees to join with the other signatories to this MOU to execute this agreement. [1]

This MOU will provide an efficient means of handling, controlling and communicating about invasive plant management in the geographic area covered by this Agreement. The sharing of knowledge will achieve better prevention and control of invasive vegetation while improving working relationships with the partners and members of the public served by each.[2]

Signature _____

Name _____

Title _____

Date _____

[1] The official final and current version of this MOU, and all signature pages shall reside with the Lady Bird Johnson Wildflower Center at the Univeristy of Texas at Austin [4801 La Crosse Avenue, Austin, TX 78739-1702].

[2] The Principal Representative for the signing organization shall complete the Principal Representative Signature Page.

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COOPERATIVE AGREEMENT

Principal Representative Signature Page

The Undersigned agrees to participate as the Principal Representative for the Texas Gulf Region CWMA

Dated this _____ Day of _____, 2014

Name of Party: _____

Name of Agency or Entity: _____

Title / Role: _____

Address: _____

Telephone #: _____

Exhibit 1.
Texas Gulf Region CWMA Map