

This **MEMORANDUM OF UNDERSTANDING**
is hereby made and entered into by and between the following
federal, state, and private agencies and organizations:

TENNESSEE VALLEY AUTHORITY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
Animal and Plant Health Inspection Service – Plant Protection Quarantine
Forest Service - Cherokee National Forest
Natural Resources Conservation Service
Farm Service Agency
and
UNITED STATES DEPARTMENT OF INTERIOR
Fish and Wildlife Service
National Park Service
and
UNITED STATES ARMY CORPS OF ENGINEERS
and
TENNESSEE DEPARTMENT OF AGRICULTURE
and
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
and
TENNESSEE WILDLIFE RESOURCES AGENCY
and
UNIVERSITY OF TENNESSEE EXTENSION SERVICE
and
TENNESSEE DEPARTMENT OF TRANSPORTATION
and
TENNESSEE EXOTIC PEST PLANT COUNCIL
and
INVASIVE PLANT CONTROL, INC

Each group listed will be referred to as a COOPERATOR elsewhere in this document. New partners are encouraged to join and can be added to the list.

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative weed management area (CWMA) that addresses the early detection and rapid response (EDRR) to prevent the introduction and spread of cogongrass (*Imperata cylindrica*) and other invasive plant species as designated by the cooperators within the State of Tennessee. Furthermore, it is agreed that the focus should be on promoting public education, detection, and methods of control. Educational materials should encourage the public to report suspected cogongrass and other designated species finds for verification and control. The boundaries of this CWMA shall be the entire state of Tennessee.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively to educate, detect, inventory, monitor, control, and prevent the spread of cogongrass within Tennessee.

All parties also agree it is to their mutual benefit and the natural environments of the State to work cooperatively to educate, train, and share technology between partners and the general public about cogongrass and other designated species relative to the serious impacts such plant(s) could have on our environment. Furthermore, we agree to work cooperatively to seek funding to detect and eliminate this plant(s) from the CWMA.

C. ALL PARTIES SHALL:

1. Work to establish an EDRR Strategic Plan which will describe the goals and objectives for the area and will be the guiding document for the management of each designated species within the CWMA.
2. Promote early detection and rapid response to define the boundaries of infestations for the purpose of eradication, future monitoring, and as needed.
3. Support the efforts of the Cooperators, as well as other concerned citizens and organizations, to coordinate management activities within the CWMA.
4. Agree to establish a steering committee to coordinate the activities related to this memorandum.


D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the COOPERATORS from participating in similar activities with other public or private agencies, organizations, and individuals.
2. COMMENCEMENT/EXPIRATION/ADDITION. This MOU takes effect upon the signature of the COOPERATORS and shall remain in effect through October 1, 2014, at which time it will expire unless extended. This MOU may be extended or amended upon written request of the COOPERATORS; additional parties may join at any time by mutual agreement of all COOPERATORS; and, any COOPERATOR may elect to withdraw from this MOU at any time by providing notice to the other COOPERATORS.
3. RESPONSIBILITIES OF PARTIES. The COOPERATORS and their respective agencies and office will determine and implement their own activities at their own discretion 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.
4. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate any member to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority (or corporate, as applicable). This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
5. ESTABLISHMENT OF RESPONSIBILITY. This MOU 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, person, or COOPERATOR.
6. COOPERATOR DESIGNEE. The COOPERATORS will authorize a designee to represent the agency or organization in support of the MOU to establish the CWMA.
7. MODIFICATION. Modifications within the scope of this instrument shall be made by mutual consent of the COOPERATORS, by the issuance of an executed written modification, signed and dated by all designees, prior to any changes being performed.

8. **FREEDOM OF INFORMATION.** Any information furnished to the COOPERATORS under this instrument is subject to the Freedom of Information Act (FOIA, 5 U.S.C. 552) or to the Tennessee Public Records Act (T.C.A 10-7-101, et seq.), as applicable to the party having custody of the record containing the information.
9. **AUTHORIZED PARTICIPATION.** By signature below, the COOPERATORS, hereby agree to participate in the CWMA under the terms of this MOU.

PARTIES HERETO have executed this instrument:

TENNESSEE VALLEY AUTHORITY

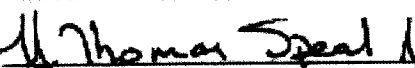

 SIGNATURE 9-18-09
 DATE
 Dan Ferry, Senior Manager, Environmental Services and Programs, Office of Environment and Research

INVASIVE PLANT CONTROL, INC



 SIGNATURE 9/9/2009
 DATE
 Steve Manning, President

UNITED STATES DEPARTMENT OF AGRICULTURE

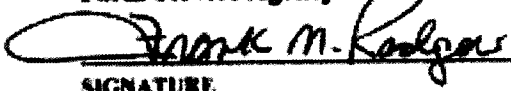
National Forest Service


 SIGNATURE 8-31-09
 DATE
 H. Thomas Speaks, Jr., USDA FS Forest Supervisor, Cherokee National Forest

Natural Resources Conservation Service


 SIGNATURE 8/18/09
 DATE
 Kevin Brown, State Conservationist

Farm Service Agency


 SIGNATURE 10/13/09
 DATE
 Frank Rodgers, (Acting) State Executive Director

UNITED STATES DEPARTMENT OF INTERIOR

Fish and Wildlife Service


 SIGNATURE 9-10-09
 DATE
 Mary Jennings, Field Supervisor

National Park Service


 SIGNATURE 9.3.09
 DATE
 Chris Furqueron, Chief - IPM, Invasives, and EPMT Branch, Southeast Region

PARTIES HERETO have executed this instrument:

UNITED STATES ARMY CORPS OF ENGINEERS

Ralph Ownby 5 Oct. 2009
SIGNATURE DATE
Ralph Ownby, Chief Operations Division, Nashville District

TENNESSEE DEPARTMENT OF AGRICULTURE

Ken Givens September 18, 2009
SIGNATURE DATE
Ken Givens, Commissioner of the Tennessee Department of Agriculture

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Jim Pyke 9/3/09
SIGNATURE DATE
Jim Pyke, Commissioner of the Tennessee Department of Environment and Conservation

TENNESSEE WILDLIFE RESOURCES AGENCY

Ed Carter 9/2/09
SIGNATURE DATE
Ed Carter, Director of the Tennessee Wildlife Resources Agency

UNIVERSITY OF TENNESSEE EXTENSION SERVICE

Timothy P. Fewver 10/13/09
SIGNATURE DATE
Timothy P. Fewver
Budget Director
Tim Cross, Dean of University of Tennessee Extension

TENNESSEE DEPARTMENT OF TRANSPORTATION

Gerald Nicely AUG 28 2009
SIGNATURE DATE
Gerald Nicely, Commissioner of the Tennessee Department of Transportation

TENNESSEE EXOTIC PEST PLANT COUNCIL

Terri Hogan 9/21/2009
SIGNATURE DATE
Terri Hogan, President