

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
FOREST SERVICE  
SHAWNEE NATIONAL FOREST  
and  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
and  
CRAB ORCHARD NATIONAL WILDLIFE REFUGE  
and  
CYPRESS CREEK NATIONAL WILDLIFE REFUGE  
and  
THE NATURE CONSERVANCY  
and  
USDA NATURAL RESOURCES CONSERVATION SERVICE  
and  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
and  
ILLINOIS DEPARTMENT OF AGRICULTURE  
and  
BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
on behalf of:  
UNIVERSITY OF ILLINOIS EXTENSION  
and  
USDA ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
and  
SHAWNEE RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.  
and  
SOUTHERN ILLINOIS UNIVERSITY AT CARBONDALE**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the USDA Forest Service, Shawnee National Forest, hereinafter referred to as the Forest Service; the Illinois Department of Natural Resources, hereinafter referred to as IDNR; the USDI, Fish and Wildlife Service, Cypress Creek National Wildlife Refuge and Crab Orchard National Wildlife Refuge, hereinafter referred to as USFWS; The Nature Conservancy, hereinafter referred to as TNC; the USDA Natural Resources Conservation Service, hereinafter referred to as the NRCS; the Illinois Department of Transportation, hereinafter referred to as IDOT; the Illinois Department of Agriculture, hereinafter referred to as IDOA; the Board of Trustees of the University of Illinois on behalf of University of Illinois Extension, hereinafter referred to as U of I; the USDA Animal and Plant Health Inspection Service, hereinafter referred to as APHIS; the Shawnee Resource Conservation and Development Area, Inc., hereinafter referred to as RC&D; and Southern Illinois University at Carbondale, hereinafter referred to as SIUC.



FS Agreement No. 06-MU-11090800-009  
Cooperator Tax ID No. \_\_\_\_\_  
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**D. THE SHAWNEE RESOURCE CONSERVATION AND DEVELOPMENT AREA WILL:**

1. Utilize their organization to represent private landowners and other organizations in non-native invasive plant management activities for the RTR CWMA.
2. Utilize their organization to facilitate the sharing of resources from State, Federal, and private sectors to implement non-native invasive plants goals and objectives in the RTR CWMA.
3. Establish and support a board consisting of parties to this MOU, as well as other concerned citizens and organizations, to coordinate non-native invasive plant management activities within the RTR CWMA.
4. Conduct business as authorized by appropriate law and authorities.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to Federal agencies or to State or local governmental agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552 or 20 ILCS 140 et seq).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the other parties to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC mentioned above and shall remain in effect through March 31, 2011 at which time it will expire unless extended. This MOU may be extended or amended upon written request of either the Forest Service or IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC mentioned above and the subsequent written concurrence of the other(s). Either the Forest Service or IDNR, USFWS, TNC, NRCS, IDOT, U of I, APHIS, RC&D, and SIUC may withdraw from this MOU with a 30-day written notice to the other(s).

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4. **RESPONSIBILITIES OF PARTIES.** The Forest Service and IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC and their respective agencies and office 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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5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

**Name** Nick Giannettino  
**Organization** Shawnee NF  
**Address** 50 Highway 145 South  
Harrisburg, IL 62946  
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**Name** Jody Shimp  
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**Phone Number** 435-8138  
**Email** [jody.shimp@illinois.gov](mailto:jody.shimp@illinois.gov)

**Name** Tom Palmer  
**Organization** Crab Orchard NWR  
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Marion, IL 62959  
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**Name** Karen Arnold  
**Organization** Cypress Creek NWR  
**Address** 137 Rustic Campus Dr.  
Ullin, IL 62992  
**Phone Number** 634-2231  
**Email** [karen\\_arnold@fws.gov](mailto:karen_arnold@fws.gov)

**Name** Deanna Zercher  
**Organization** The Nature Conservancy  
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Suite 1007  
Peoria, IL 61602  
**Phone Number** 309-636-3338  
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**Name** Troy Daniell  
**Organization** USDA NRCS  
**Address** 502 Comfort Drive  
Marion, IL 62959  
**Phone Number** 993-5396, x110  
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**Name** Glenn McLernon  
**Organization** Illinois DOT  
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Carbondale, IL 62903-0100  
**Phone Number** 351-5246  
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**Name** Stephen Knight  
**Organization** USDA APHIS  
**Address** 2300 E. Devon, Suite 222  
Des Plaines, IL 60018  
**Phone Number** 847-299-6939  
**Email** [stephen.a.knight@aphis.usda.gov](mailto:stephen.a.knight@aphis.usda.gov)

**Name** Warren Goetsch  
**Organization** Illinois DOA  
**Address** State Fairgrounds  
P. O. Box 19281  
Springfield IL 62794-9281

**Name** Michael Plumer  
**Organization** U of I Extension  
**Address** 148 E. Pleasant Hill Rd.  
Carbondale, IL 62901  
**Phone Number** 453-5563

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**Phone Number** 217-785-2427  
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**Email** plumerm@uiuc.edu

**Name** Norbert Rider  
**Organization** Shawnee RC&D  
**Address** 502 Comfort Drive  
Marion, IL 62959  
**Phone Number** 993-5396  
**Email** Trudy.Irvin@il.usda.gov

**Name** Loretta Battaglia  
**Organization** SIUC  
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Carbondale, IL 62901-6509  
**Phone Number** 453-3216  
**Email** lbattaglia@plant.siu.edu

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6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate either the Forest Service or IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC 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 Forest Service and IDNR, USFWS, TNC, NRCS, IDOT, IDOA, U of I, APHIS, RC&D, and SIUC 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. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. **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, or any person.
8. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a multilaterally executed written modification, signed and dated by all parties, prior to any changes being performed.
9. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from.
10. This MOU reflects an entirely voluntary commitment between the parties. This MOU in no way obligates or restricts the activity of any party. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party or parties.
11. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties to this MOU certify that the individuals listed in this document as representatives of the parties hereto are authorized to act in their respective areas for matters related to this agreement.

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the PARTIES HERETO have executed this instrument.

_____	Date	_____	Date
Forest Supervisor		Director	
Shawnee National Forest		Illinois Department of Natural Resources	

_____	Date	_____	Date
Refuge Manager		Refuge Manager	
Cypress Creek National Wildlife Refuge		Crab Orchard National Wildlife Refuge	

_____	Date	_____	Date
Illinois State Director		State Conservationist	
The Nature Conservancy		USDA Natural Resources Conservation Service	

_____	Date	_____	Date
Secretary of Transportation		Chair	
Illinois Department of Transportation		Shawnee Resource Conservation and Development Area, Inc.	

_____	Date	_____	Date
Secretary		Dean	
Illinois Department of Agriculture		University of Illinois Extension	

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\_\_\_\_\_  
Director USDA Animal & Plant Health Inspection Service      Date

\_\_\_\_\_  
Vice Chancellor for Research and Administration, Southern Illinois University at Carbondale      Date

The authority and format of this instrument has been reviewed and approved for signature.

\_\_\_\_\_  
MICHAEL K. ROGERS      DATE  
FS Agreements Coordinator