



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM OF UNDERSTANDING

AGREEMENT NO. 4600004168

BETWEEN THE

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
UNITED STATES ARMY CORPS OF ENGINEERS
AND
UNITED STATES FISH AND WILDLIFE SERVICE
AND
UNITED STATES NATIONAL PARK SERVICE
AND
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of _____ by and between the South Florida Water Management District (**DISTRICT**), Florida Fish and Wildlife Conservation Commission (**FFWCC**), United States Army Corp of Engineers (**USACE**), United States Fish and Wildlife Services (**USFWS**), United States National Park Service (**USNPS**), and Broward County Board of County Commissioners (**BROWARD COUNTY**).

WHEREAS, the **DISTRICT** is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the **DISTRICT**, **FFWCC**, **USACE**, **USFWS**, **USNPS**, and **BROWARD COUNTY**, may hereinafter also be referred to individually as "**PARTY**" and collectively as "**PARTIES**"; and

WHEREAS, each **PARTY** to this **MOU** has invasive species control responsibilities on lands within the Everglades region, which include but are not limited to: maintaining personnel and equipment for the purpose of controlling invasive plants and/or animals within their jurisdiction; administering programs involving invasive species control; and making recommendations for treatment; and

WHEREAS, the Everglades Forever Act of 1994 (§373.4592, Florida Statutes) directs the **DISTRICT** to coordinate with federal, state, or other governmental entities to establish a program to control the expansion of and for the removal of exotic species; and

WHEREAS, the **PARTIES**, agree that it is to their mutual benefit and interest to work cooperatively to exchange information concerning efforts to inventory, monitor, control, and prevent the spread of invasive species across jurisdictional boundaries within the Everglades region; and

WHEREAS the **PARTIES** desire to enter into a **MOU** to promote an integrated invasive species management framework throughout the Everglades that includes 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; and

WHEREAS, the **PARTIES** desire to work cooperatively on rapid response efforts for the purpose of containing and eradicating newly detected non-native, invasive species within and in proximity to the Everglades ecosystem.

NOW, THEREFORE, in consideration of the foregoing, the **PARTIES** agree to pursue the following consistent with applicable law and within their respective authorities and funding:

1. The period of performance of this **MOU** shall commence on the last date of execution by the **PARTIES** and shall continue for a period of five (5) years.
2. Each **PARTY** agrees to the establishment of the Everglades Cooperative Invasive Species Management Area (**ECISMA**) as depicted on Exhibit A, attached hereto and incorporated herein.
3. Each **PARTY** agrees to the formation of a Steering Committee (**COMMITTEE**) to share information for invasive species management activities among **ECISMA** participants.
4. Each **PARTY** agrees to designate a **COMMITTEE** representative who shall be responsible for the interface between the **PARTIES**, as well as all day-to-day coordination during the term of this **MOU**.
5. The **COMMITTEE** consists of up to two (2) representatives from each of the **PARTIES** under this **MOU**. The **COMMITTEE** may appoint sub-committees to address specific invasive species management issues. Each sub-committee will include at least one member of the **COMMITTEE**.
6. Members of the **COMMITTEE** agree to appoint two of its members to act as **COMMITTEE** Chair and Vice Chair whose responsibilities include organizing and leading meetings, working with sub-committees to monitor progress of collaborative work, and maintaining records of **ECISMA** activities.
7. Organizations or individuals supportive of the goals of the **ECISMA** that are for any reason unable or unwilling to sign the **MOU** may join as Supporting Partners. Supporting Partners may be invited to general meetings and kept informed of **ECISMA** activities.
8. Each **PARTY** agrees to participate in quarterly **COMMITTEE** meetings intended to facilitate communication and coordination on invasive species control efforts within the **ECISMA**, including the development of annual plans to develop and implement mutual short-term goals. One quarterly meeting will be held as an annual Everglades Invasive Species Summit (**SUMMIT**). Summaries of activities, new research, and other pertinent information relating to invasive species management will be presented and discussed at the **SUMMIT**.

9. To facilitate the exchange of information and advice, each **PARTY** agrees to participate in the development of guidelines, prepared by the **COMMITTEE**, to foster coordination, cooperation and implementation of invasive species management activities including: early detection/rapid response, monitoring, program assessments, education, prevention, and cross-cut resource/budget planning.
10. The **COMMITTEE** agrees to establish strategic goals and objectives in the **ECISMA** footprint relative to invasive species management, with an emphasis on early detection and rapid response to newly detected species.
11. The **COMMITTEE** agrees to utilize the mutually developed strategic goals and objectives to:
 - (i) develop, prioritize, and advance cooperative invasive species projects to be completed; and
 - (ii) develop coordinated public relations, education, and training initiatives. Such projects shall be documented in an Annual Plan which shall be drafted following the **SUMMIT**.
12. Consistent with applicable law, each **PARTY** agrees to provide opportunities for involvement by outside interest groups and the public in the advancement of the goals of the **ECISMA**.
13. The **ECISMA** 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 **ECISMA** as their individual organizations allow and support.
14. An entity may join **ECISMA** after the execution of this **MOU** if invited by the **COMMITTEE**. Exhibits will be updated to reflect current participation through an amendment to this **MOU**.
15. The **PARTIES** may consider separate **MOU(s)** to implement activities which further the goals of the **ECISMA**. Such arrangements shall be independently authorized by the appropriate **PARTY'S** authority, and may include, but are not limited to: Collection Agreements, Cost Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements, and other separate Procurement actions. Each **PARTY** hereby agrees to assume liability for funding any such agreements subject to the availability of funds and in accordance with their respective authorities. **Nothing in this MOU shall be construed as obligating the PARTIES to expend money or resources, or involvement in any contract or other obligation for the future payment of money or use of resources.**
16. Any **PARTY** may withdraw from this **MOU** at any time for convenience upon thirty (30) calendar days prior written notice to the other **PARTIES**.
17. The **COMMITTEE** and the **PARTIES** agree to maintain records of accomplishments and provide an annual written report of project accomplishments by the end of each calendar year.
18. The **PARTIES** shall allow public access to all **ECISMA** documents and materials in accordance with the provisions of Chapter 119, Florida Statutes, The Freedom of Information Act, 5 U.S.C. § 552 or applicable law.
19. The participation of each **PARTY** to this **MOU** in activities conducted pursuant to this **MOU** is not intended to place either **PARTY** or its representatives in a position of incurring tort liability arising

from an action of the other **PARTY**. Each **PARTY** is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of **USFWS, USNPS, and USACE** employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims Act 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of the other **PARTIES'** employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of Florida.

20. The **PARTIES** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either **PARTY** any remedy or defense available to such **PARTY** under applicable laws of each party.
21. The **PARTIES** to this **MOU** are independent entities and are not employees or agents of the other **PARTIES**. Nothing in this **MOU** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT, FFWCC, USACE, USFWS, USNPS, BROWARD COUNTY**, their employees, agents, subcontractors or assigns, during or after the term of this **MOU**. The **PARTIES** of this **MOU** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **MOU** without the prior written consent of the other **PARTIES**. Any attempted assignment in violation of this provision shall be void.
22. All **PARTIES** and their respective employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws, regulations, and requirements relating to the performance of this **MOU**.
23. Any representations, statements or negotiations made by the **PARTIES'** staff do not suffice to legally bind the other **PARTIES** in a contractual relationship unless they have been reduced to writing and signed by authorized representatives of each **PARTY**. This **MOU** shall inure to the benefit of and shall be binding upon the **PARTIES**, their respective assigns, and successors in interest.
24. This **MOU** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this **MOU** and any signatory hereon shall be considered for all purposes as original.
25. This **MOU** may be amended, extended or renewed only with the written approval of the **PARTIES**. The **DISTRICT** shall be responsible for initiating any amendments to this **MOU**, if required.
26. This **MOU**, and any work performed hereunder, is subject to the laws and regulations as applicable to the land where the work occurs. Work under an authority other than the landowners' will be identified and shared with participants before work begins. Nothing in this **MOU** will bind any of the **PARTIES** to perform beyond their respective authority, nor does this **MOU** alter the legal rights and remedies which the respective **PARTIES** would otherwise have, under law or at equity.
27. Should any term or provision of this **MOU** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **MOU**, to the extent that the **MOU** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

28. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **MOU** by the **PARTIES** shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other **PARTY** from performing any subsequent obligations strictly in accordance with the terms of this **MOU**.
29. Any dispute arising under this **MOU** which cannot be readily resolved shall be submitted jointly to the other **PARTIES** of this **MOU** with each **PARTY** agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the **PARTIES**. A joint decision of the **PARTIES**, or their designees, shall be the disposition of such dispute.
30. This **MOU** states the entire understanding and agreement between the **PARTIES** and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the **PARTIES** with respect to the subject matter of this **MOU**.

IN WITNESS WHEREOF, the **PARTIES** or their duly authorized representatives hereby execute this **MOU** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Signature

Candida Heater, Director, Administrative Services Division

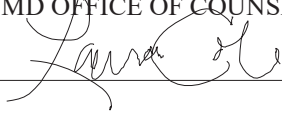
Date

SFWMD PROCUREMENT APPROVED



Date: 11/15/2022

SFWMD OFFICE OF COUNSEL APPROVED



Date: 9/22/2021

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Signature

{Name and Title}

Date

UNITED STATES ARMY CORP OF ENGINEERS

Signature

{Name and Title}

Date

UNITED STATES FISH AND WILDLIFE SERVICE

Signature

{Name and Title}

Date

UNITED STATES NATIONAL PARK SERVICE

Signature

{Name and Title}

Date

BROWARD COUNTY

Signature

{Name and Title}

Date

Approved as to form by
Office of the County Attorney:



Digitally signed by Amanda Tolbert
Reason: Approved as to form
Date: 2023.01.20 09:36:06 -05'00'

Attorney Date

Exhibit A

Map of the Everglades Cooperative Invasive Species Management Area.

