

SuAsCo Cooperative Invasive Species Management Area
Memorandum of Understanding
September 9, 2025

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is for parties to support and maintain the Sudbury-Assabet-Concord Cooperative Invasive Species Management Area (SuAsCo Cisma) as shown in Exhibit A. The Parties desire to protect the biological, aesthetic, cultural, historical, and recreational values of natural areas, farmland, water resources, and scenic vistas by cooperating, prioritizing, and coordinating activities, and sharing resources necessary for the prevention and control of invasive plants and invasive insects on public and private lands within the Cisma.

The Parties have a mutual interest in invasive plant and insect control within the SuAsCo watershed and recognize that uncontrolled invasive species populations in one jurisdiction greatly affect the ability of other land managers to control invasives on lands they administer. Each of the Parties has access to financial resources, personnel (including volunteers), expertise, and/or equipment currently available for management of invasive species within their own jurisdiction. The Parties desire to come together in a formal manner and promote an integrated invasive species management program throughout the Cisma that includes public relations, 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.

The SuAsCo Cisma was created by an MOU and signed by the original Principal Partners in 2009. Additional Principal Partners signed the MOU between 2009 to 2025. In 2025, the Steering Committee updated the MOU to reflect the current status and continuation of the SuAsCo Cisma as a well-established partnership. All founding Principal Partners (those that signed the 2009 MOU) are not required to sign the 2025 MOU to maintain their status as a Principal Partner of the SuAsCo Cisma.

II. Statement of Mutual Benefit and Interest:

The Parties agree that it is to their mutual benefit and interest to work cooperatively to prevent the spread of invasive species across jurisdictional boundaries within the SuAsCo Cisma. They agree that it is mutually beneficial to inventory, monitor, and control invasive species; and to educate the public, other stakeholders, decision makers, and themselves about the problems with and solutions to invasive species proliferation.

The Parties to this MOU have individual responsibilities for the management of invasive species on their lands or in their water bodies within the SuAsCo Cisma, or have general stakeholder interest in the management, control, biology, prevention, etc. of invasive species. These responsibilities or interests include but are not limited to:

- Making recommendations for control/eradication of invasive species.
- Maintaining equipment and personnel for the purpose of controlling invasive species within their jurisdiction.

- Administering programs involving invasive species control.
- Educating the public and other stakeholders about the impacts of invasive species.

This cooperative effort is intended to achieve better management of invasive species while improving working relationships among the Parties and between the Parties and the public.

III. Each Signatory Shall Use Good Faith Efforts, Within Its Legal and Financial Limitations, To:

- A. Be within the SuAsCo watershed as depicted in Exhibit A.
- B. Agree to participate in the SuAsCo CISMA.
- C. Agree to maintain the SuAsCo CISMA Steering Committee, as described in Exhibit B, which provides support for invasive species management activities among CISMA participants.
- D. Agree to coordinate priorities, actions, and resources for preventing, mapping, monitoring, eradicating, containing, and controlling invasive species within the SuAsCo CISMA.
- E. Designate a key contact or a representative to attend CISMA meetings and events. If the designated contact or representative can no longer attend CISMA meetings the Coordinator must be notified in a timely fashion of the name and contact information of the new contact or representative. The CISMA Coordinator will maintain an updated list of signatory partners and designees.
- F. Recognize that each Party to this MOU retains primary responsibility and management discretion for lands under its jurisdiction and for activities conducted with funding that was received outside of the partnership.
- G. Agree to accept the Massachusetts Invasive Plants Advisory Group (MIPAG) definition of invasive species as “non-native species that have spread into native or minimally managed plant systems in Massachusetts. These plants cause economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems” see Exhibit E.
- H. Work through the Steering Committee to provide necessary information to:
 - Establish a Strategic Plan; and
 - Develop and implement Annual Priority Actions (APAs).
 - Revise or delete the Exhibits to this MOU every 5 years;
- I. Agree that the Strategic Plan will describe the goals/objectives for the SuAsCo CISMA and will be a guiding document for the management of invasive species within the watershed; that APAs will set the focus for CISMA activities for the year; and that the Strategic Plan and APAs will have goals and actions that are aligned with recommendations of the MIPAG.

IV. It is Mutually Agreed and Understood by and Between the Parties that:

- A. **THREAT FROM INVASIVE SPECIES.** Invasive species pose one of the greatest threats to biodiversity, natural landscapes, agricultural interests, recreational activities, quality of life, and scenic beauty of the watershed. There are many ways to deal with this threat including initial prevention, mechanical removal, pesticide application, and biocontrol. Each partner

- acknowledges that its management policies include commitment to the prevention, early detection, monitoring, management, and/or eradication of invasive species on their properties.
- B. **FUNDING.** Participants will work together to identify and secure funding to support activities under this MOU including funds for a full-time or part-time Coordinator to be housed at one of the participating organizations. The Coordinator will work to implement goals and actions under this MOU as directed by the Steering Committee. The organization that houses the Coordinator will also serve as the initial fiscal agent and will receive and disburse funds related to the CISMA as directed by the Steering Committee.
 - C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, individual people, or other entities. Parties will be able to enter into separate arrangement(s) outside the CISMA to implement management activities according to their own priorities as well as activities associated with the Strategic Plan and APAs. Such arrangement(s) may include, but are not limited to cooperative agreements, challenge cost share agreements, participating agreements, volunteer agreements, grants, collection agreements, and procurements. Parties recognize that other entities may assist in endeavors supporting the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to managing funds, writing grant applications, providing consultation, education, and facilitation.
 - D. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall be construed as obligating the Parties to this agreement to expend money or resources, or involve any contract or other obligation for the future payment of money or resources. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable laws, 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 Parties of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all legal requirements.
 - E. **GENERAL STRUCTURE.** Activities under this MOU will be directed by a Steering Committee made up of representatives of Party organizations and structured according to Exhibit B. Signatory organizations will be Principal Partners. The Steering Committee may appoint sub-committees to address specific issues. Each sub-committee will include at least one member of the Steering Committee.
 - F. **SUPPORTING PARTNERS.** Organizations or individuals supportive of the goals of the SuAsCo CISMA but for any reason unable or unwilling to sign the MOU may join as Supporting Partners. Supporting Partners will be invited to general meetings, be kept informed of SuAsCo CISMA activities, and be supportive of efforts as described in the MOU. Supporting Partners can vote for Steering Committee members, and representatives of Supporting Partner organizations are eligible to serve on the Steering Committee and sub-committees as described in Exhibit B.
 - G. **INDEMNITY.** Each Party shall be solely responsible for its action pursuant to this MOU and no Party shall have liability for actions by any other Party.

- H. This MOU will be posted to the SuAsCo CISMA website or distributed electronically for signature. Signatory officials should respond with their electronic signature to the current Coordinator.
- I. Once fully executed, an electronic copy of this MOU will be available on the SuAsCo CISMA website. Additional signatories will be appended in Exhibit G.
- J. COMMENCEMENT/EXPIRATION DATE. This MOU is in effect for each signatory from the date of execution of this document and shall automatically renew on an annual basis unless terminated by the Steering Committee by giving at least 30 days electronic notification to Principal Partners and Supporting Partners.
- K. MODIFICATION. Modifications of this MOU shall be made by mutual consent of all signatories, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.
- L. TERMINATION. Any Party, in writing (electronic or otherwise), may terminate their participation in this MOU in whole, or in part, at any time.
- M. ADVOCACY ACTIVITIES. The SuAsCo CISMA, as an entity, shall not engage in any direct lobbying activities that are subject to regulation under applicable state or federal lobbying laws, including efforts intended to influence specific legislation.
- N. Nothing in this provision shall prohibit individual member organizations that are signatories to this Memorandum of Understanding (MOU) from engaging in lobbying activities on behalf of the shared interests of the CISMA, provided such activities are conducted in accordance with the policies, legal authority, and discretion of each respective organization.
- O. The SuAsCo CISMA, through its Steering Committee and/or its Coordinator acting on behalf of the Steering Committee, may engage in advocacy efforts related to non-federal legislative or policy matters, provided that such efforts are consistent with the mission of the CISMA and do not constitute direct lobbying under applicable law.
- P. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to federal, state or local agencies under this MOU may be subjected to the Freedom of Information Act (5 U.S.C. 552, MGL c. 4, § 7 cl. 26).

V. Signatures

By signing this agreement, the signatory certifies that they are fully authorized to enter into this agreement.

Name, Title
Organization

Date

VI. Exhibits

A- SuAsCo Cisma Watershed



B– Steering Committee Organization

1. The Steering Committee will be composed of a chairperson, vice-chairperson, secretary, and general Steering Committee representatives (representatives). The Steering Committee shall elect its own chairperson, vice-chairperson, and secretary. Intervals of such appointments shall be at the discretion of the Steering Committee.
2. The Steering Committee shall consist of ten to twelve representatives of Principal Partner organizations including at most one member from each Principal Partner organization. If the CISMA consists of more than twelve Principal Partners, Steering Committee member organizations will be selected for three-year terms. Each Principal Partner and Supporting Partner will have one vote in Steering Committee elections. The Steering Committee can appoint up to three additional Steering Committee members from the Supporting Partners.
3. The Steering Committee composition should include at least two representatives from each of the following stakeholder groups: federal agency, state agency, private non-profit, and municipality.
4. Steering Committee members will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. The Steering Committee will meet at least four times each year. One-half (1/2) of Steering Committee members constitutes a quorum.
5. The Steering Committee will strive to operate by consensus with a commitment to cooperation across jurisdictional boundaries. When a vote on resolutions or other items becomes necessary, a 2/3 majority vote of those Steering Committee members present shall be required for passage. Votes can be taken at Steering Committee or general membership meetings, by conference call or by email.

C – Steering Committee Responsibilities

The Steering Committee shall:

1. Convene at least quarterly Steering Committee meetings and at least twice-annual general membership meetings at the call of the Chairperson.
2. Develop a Strategic Plan to establish strategic goals and objectives at the watershed scale and update the Plan periodically.
3. Based on the Strategic Plan, develop, prioritize, and endorse cooperative invasive plant management projects to be completed; and develop public relations, education, and training initiatives. Such projects shall be documented in a list of Annual Priority Actions (APAs). The APAs shall generally be drafted by March 1st of each year.
4. Encourage cooperative relationships and active participation among and between land owners and managers; federal, state, and local agencies; private landowners; and other interested entities to accomplish goals and objectives of the Strategic Plan and APAs.
5. Share pertinent information, and keep communication open and frequent so all representatives are kept informed of issues that may affect working relationships. This includes the distribution of Steering Committee meeting minutes to members upon request. Information sharing on relevant efforts and accomplishments will be available on the SuAsCo CISMA website.

6. Maintain records of accomplishments and provide the Signatories of this Agreement an annual written report of project accomplishments, which is published on the SuAsCo CISMA website.
7. Actively seek cooperators, volunteers and alternate funding sources necessary to the management and success of the SuAsCo CISMA.
8. Review and update Exhibits to this MOU.
9. Further define specific Steering Committee responsibilities in the approved Strategic Plan and APAs, as appropriate.
10. Undertake such other activities as determined by the Steering Committee to be in the best interests of all of the Signatories and consistent with the purposes of this Agreement.
11. Appoint and provide guidance to a Coordinator who will represent SuAsCo CISMA in the ordinary course of action.

D – Definitions

Parties are agencies, nonprofit groups, landowners, or individuals who have an interest in participating in the activities of the SuAsCo CISMA.

Signatories are agencies or individuals who have elected to become active and committed participants in the SuAsCo CISMA by signing the MOU, thereby agreeing to pursue the principles and goals of partnership.

Principal Partners are groups who are signatories to this MOU and the 2009 MOU as Principal Partners.

Supporting Partners are groups who request to participate in the SuAsCo CISMA as Supporting Partners, but are not signatories to the MOU.

The **Steering Committee** will direct the activities carried out under this MOU. The Steering Committee will be composed of Principal Partners and not more than three Supporting Partners. For details on the governance of the Steering Committee, see Exhibit B.

Sub-Committees are small groups (a subset of the membership) designated by the Steering Committee to address specific issues or accomplish specific work tasks.

SuAsCo – The combined watersheds of the Sudbury, Assabet and Concord Rivers.

CISMA - Cooperative Invasive Species Management Area is a partnership of Federal, State, municipal, and nonprofit agencies, as well as land owners and interested groups or individuals that commit to work together to manage invasive species in a defined geographic area. The focus of the SuAsCo CISMA is the SuAsCo watershed area.

Strategic Plan serves as a blueprint for the activities of the SuAsCo CISMA. The Plan outlines the goals and objectives for preventing, controlling and minimizing invasive species and their impacts in the SuAsCo watershed area. Broad goals, such as prevention, early detection, control and management, will be delineated in the plan. The Plan also will identify specific objectives for attaining these goals.

Annual Priority Actions (APA) are the prioritized list of action items for the upcoming calendar year. These actions are based on the short- and long-term objectives identified in the Strategic Plan. The APA will identify manageable projects or phases of projects to be accomplished within the next 12 months.

E – Massachusetts Invasive Plants Advisory Group

MIPAG is a group of organizations and professionals concerned with the preservation of the natural landscape in Massachusetts, under the auspices of the Massachusetts Executive Office of Environmental Affairs (MA EOE). Members include research institutions, nonprofit organizations, green industry businesses and associations, as well as federal and state government agencies. The group presents findings and recommendations to MA EOE for fostering cooperative efforts among agencies, organizations, and citizens concerned with the threat of invasive species and their effects on the integrity of the ecosystems in the Commonwealth.

MIPAG has developed a set of biologically based criteria to determine whether a plant should be considered invasive in Massachusetts. The criteria are based on a study of existing field and historical data on plant species. MIPAG has defined an invasive plant as follows:

Non-native species that have spread into native or minimally managed plant systems in Massachusetts, causing economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems.

Publications, an annotated list of invasive, likely invasive and potential invasive species, a listing of members and information on the group's funding and coordination can be found at:
<http://www.massnrc.org/MIPAG/>