

**MEMORANDUM OF UNDERSTANDING**

Between

Alliance of the Northern States Working to Ensure Regional Stability  
Bay Lake Regional Planning Commission  
Bureau of Land Management Northeastern States District  
Central Upper Peninsula Planning and Development Regional Commission  
Clean Kill Pest Control Inc.  
Dickinson Conservation District  
Florence County  
Florence County Lakes and Rivers Association  
Forest County Association of Lakes Inc.  
Forest County Land and Water Resources Department  
Lake Township (Menominee County)  
Lumberjack Resource Conservation and Development Council  
Many Waters LLC  
Marinette County  
Menominee Conservation District  
Menominee County  
Michigan Department of Natural Resources  
Nicolet Sportsman's Club  
School District of Florence County  
Shakey Lakes Association  
University of Wisconsin – Marinette  
Upper Peninsula Resource Conservation and Development Council  
USDA Forest Service, Chequamegon-Nicolet National Forest  
USDA-NRCS Stephenson Field Office  
USDA-NRCS Wisconsin  
White Water Associates Inc.  
Wisconsin Department of Natural Resources

*(USDA Agreement Number)*

**(Hereinafter referred to as Partners)**

## **ARTICLE 1 – PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to formalize a cooperative relationship necessary for effective implementation of invasive species management among interested parties in Florence, Forest and Marinette Counties of Wisconsin, and Dickinson and Menominee Counties of Michigan, hereinafter referred to as “Partners” of the Wild Rivers Invasive Species Coalition (WRISC). These five (5) counties comprise the geographical “service area”.

Interested parties, before becoming formal Partners, shall be required to sign a signatory page stating that they understand participation is voluntary under the applicable articles of this MOU.

## **ARTICLE 2 – STATEMENT OF MUTUAL GOALS, INTERESTS, AND BENEFITS**

Invasive species are recognized as a widespread and increasing problem with serious economic and ecological impacts on public and private lands and waters, as well as hazards to human health.

Partners agree that it is to their mutual benefit and interest to work cooperatively to manage invasive species across jurisdictional boundaries within the WRISC service area. This cooperative effort will promote management of invasive species while improving working relationships between the Partners and the public.

All signatories of this MOU shall:

- a. Have a mutual interest in preventing the establishment and spread of invasive species and share the following common goals:
  1. COOPERATION - Facilitate development of cooperative agreements for invasive species management with opportunities for sharing available resources.
  2. INFORMATION EXCHANGE - Share technical information regarding control methods, locations and new infestations. Promote project success among Partners and other invasive species management efforts employing Best Management Practices (BMPs).
  3. EDUCATION - Increase public awareness of invasive species identification, prevention and management.
- b. Provide input in the development and maintenance of an Invasive Species Strategic Management Plan, which outlines the goals and objectives of WRISC.

- c. Contribute available material and staff resources within the service area used for public education and raising awareness of invasive species, including prevention steps and management techniques. Each Partner shall manage their own activities and contributed resources.

WRISC may cooperate with public and private landowners or other entities in carrying out the goals and objectives of this MOU. Legal entities, including county, state and federal agencies, and tribal communities, may require separate formal agreements to execute projects on their land.

Liability waivers will be available for project landowners and volunteers.

No Partner shall assume any fiscal benefits other than those stated in projects approved by WRISC.

### **ARTICLE 3 – LEGISLATIVE AND FISCAL AUTHORITY (NON-FUND OBLIGATING DOCUMENT)**

This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the Partners 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 interested Partners 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 cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

### **ARTICLE 4 – STATEMENT OF AGREEMENT**

The signatory Partners mutually agree to the following:

- a. Geographical WRISC service area includes Florence, Forest and Marinette Counties in Wisconsin, and Dickinson and Menominee Counties in Michigan.
- b. Operate under the direction of an elected Board of Directors in accordance with the adopted bylaws. Bylaws are the organizational guidelines adopted by the Board of Directors which may be amended as needed.

- c. Share information among the Partners and provide available assistance and expertise regarding invasive species management on lands and waters within the WRISC service area (e.g. control methods, prevention measures, restoration tools, standardized data collection, etc.).
- d. Provide opportunities to outside interest groups, private landowners, and the public for involvement in invasive species management on lands and waters within the WRISC service area.
- e. The Dickinson Conservation District will serve as the fiscal administrator for any grants, agreements, or financial support received by WRISC under separate agreement. This is subject to change as needed.

Dickinson County Conservation District  
420 North Hooper Street  
Kingsford, MI 49802  
906-774-1550x180

- f. This MOU in no way restricts any of the Partners from participating in similar activities with other public or private agencies, organizations, or individuals.
- g. Partners will work toward the objectives of this MOU as schedules and work plans allow, and their staff will remain under the direction and control of their respective agencies.

#### **ARTICLE 5 – TERMS OF AGREEMENT**

The MOU will become effective and operational at the Annual Meeting in June when Partners may be added to the Partner List. The MOU will expire in five (5) years. Each Partner shall be given proper notice to review and renew the MOU. Any Partner who desires to continue in the cooperative participation of the MOU, as may be amended, shall execute a new MOU agreement by submitting a new signatory page.

If a signatory Partner does not renew the amended MOU thirty (30) days prior to the annual meeting, they shall be considered expired as of June 1. If the Partner reconsiders and again desires to sign the MOU agreement, as amended, Partners may be added at the next Annual Meeting each year in June.

#### **ARTICLE 6 – MOU AMENDMENTS**

Modifications within the scope of this MOU shall be made by the issuance of an amendment approved by 2/3 vote of the Board of Directors prior to any changes being performed.

**ARTICLE 7 – NEW PARTNERS TO THE MOU**

Interested parties may, and are encouraged to, apply for formal partnership under this MOU at any time. Prior to the annual meeting, all current signatories will receive written notification of prospective new Partners.

New Partners shall officially be added to the MOU at the WRISC Annual Meeting in June.

**ARTICLE 8 - TERMINATION OF PARTNERSHIP**

Any Partner may withdraw from this agreement at any time before the date of expiration by providing thirty (30) days written notice to all signatories.

A Partner may be removed from this agreement should a two-thirds (2/3) majority of the Board of Directors deem any Partner’s actions to be contrary to the mutual goals and interests expressed in this MOU.

**ARTICLE 9– REPORTS AND/OR OTHER DELIVERABLES**

There are no reports and/or other deliverables associated with this MOU.

**ARTICLE 10– PROPERTY UTILIZATION**

A Partner may choose to enter into an agreement for utilization of property and/or equipment for WRISC activities; however, signing of this MOU does not assume nor explicitly authorize the utilization of any Partner’s property or equipment.

**ARTICLE 11– STANDARD CLAUSES**

- a. Nondiscrimination: The Partners shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"***

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, ***"This institution is an equal opportunity provider."***

Notwithstanding Article 10(a), nothing in this MOU shall prohibit tribal community Partners from allowing preference **within their organization** to qualified American Indian applicants under 42 U.S.C. 200e2(l).

- b. Freedom of Information Act: Public access to grant or agreement records related to this MOU must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- c. Debarment and Suspension: The Partner shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Partner or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- d. Use of Partner Logos/Insignia: WRISC may not use the Forest Service Insignia on any published media, such as a web page, printed publication, or audiovisual production, without permission from the Forest Service's Office of Communications. To receive permission, a written request must be submitted and approval granted in writing by the Office of Communications prior to the use of the insignia. Other Partners may also restrict the use of their logo/insignia and should notify the board of directors of this restriction in writing.
- e. Promotions and Publications: Partners shall not promote or distribute any material that states or implies an endorsement by WRISC of a product, service or position; or attribute a formal publication to the Coalition without proper authorization as stated in the by-laws.

- f. Indemnification: Each Partner shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Partner and the results thereof. Each Partner agrees, with respect to the other Partners, it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this contract, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this contract. Nothing in this agreement shall be interpreted to authorize or obligate any Partner or any employee of such Partner to operate outside the scope of employment of such employee, and no Partner shall be required to indemnify another Partner.
- g. Obligations: This Memorandum of Understanding is not a legally binding agreement and creates no legally binding obligations for any Partner. However, it does express the intent of the Partners regarding the work they will undertake for this collaboration and their representative roles in the collaboration. Whereas, each party manages its own activities and uses its own resources.
- h. Text Messaging While Driving. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

## **ARTICLE 12 – KEY OFFICIALS AND SIGNATURES**

A separate sheet will be included for each of the Partners designating the key official to this MOU and the signature of the person authorized to enter into this agreement.

**APPENDIX A**

## Definition of relevant terms:

- a. “Partners” are officially recognized cooperators of WRISC that are signatories of this Memorandum of Understanding (MOU).
- b. “Members” are any interested parties – agencies, governmental and non-governmental organizations, businesses or individuals - interested in furthering the mission of WRISC in accordance with the MOU, but are not official signatories.
- c. “Board of Directors” is a group annually elected from the Partners which acts to make formal decisions about the operation of WRISC. Board of Directors (BOD) meetings are held bi-monthly.
- d. “Annual Meeting” is the meeting held in June each year. Presentations, workshops, general updates and information are made at this meeting. New Partners are added to the MOU at this time. All Partners and Members are encouraged to attend this annual meeting.
- e. “Invasive species” means a plant, pathogen or animal, typically non-native, that has competitive advantage over native species, which includes but not limited to:
  1. the absence of natural diseases, insects, or other organisms that normally regulate the invasive species population in its place of origin;
  2. the ability to grow and leaf-out earlier than native plants;
  3. the ability to reproduce both rapidly and in great numbers; and/or
  4. the ability to thrive in a wide variety of habitats, soils and environmental conditions.
  5. As a result of these competitive advantages, invasive species are able to out-compete and ultimately replace native species, and cause economic or environmental harm, or harm to human health.
- f. “Non-native species” means with respect to a particular ecosystem, any plant, pathogen, or animal that has been introduced to that ecosystem.