

MEMORANDUM OF UNDERSTANDING

Between

Dickinson County Conservation District (2010)

Bay-Lake Regional Planning Commission (2010)

Clean Kill Pest Control (2010)

Florence County Lakes and Rivers Association (2010)

Marinette County Land & Water Conservation (2010)

Wisconsin Department of Natural Resources (2010)

USDA Forest Service, Chequamegon-Nicolet National Forest (2010)
Agreement Number: 10-MU-11091303-064

Florence County Land Conservation Department (2011)

Shakey Lakes Association (2011)

Lakes Township, Menominee Co, MI (2011)

U.P. Resource Conservation & Development Council (2012)

USDA-NRCS, Rhinelander Field Office (2012)

Menominee Conservation District, MI (2013)

USDA-NRCS, Stephenson Field Office, Menominee Co, MI (2013)

Lumberjack Resource Conservation & Development Council, Inc. (2013)

University of Wisconsin, Marinette (2013)

White Water Associates Inc. (2014)

Central Upper Peninsula Planning and Development (CUPPAD) Regional Commission

(2014)

Menominee County (2014)

Forest County Association of Lakes (FCAL) (2014)

Cedarville Township – Menominee Co.(2014)

Dickinson County (2014)

Ingallston Township – Menominee Co. (2014)

(hereinafter referred to as Partners)

ARTI 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, and Marinette Counties Wisconsin, and Dickinson and Menominee Counties Michigan, hereinafter referred to as "Partners" of the Wild Rivers Invasive Species Coalition (WRISC).

Partners will be required to sign a signatory page stating they voluntarily participate under the applicable articles in 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 management 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 should:

- 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 amongst partners and with other invasive species management areas and programs.
 3. EDUCATION - Increase public and staff awareness of invasive species identification, prevention and management.
- b. Develop a Strategic Invasive Species Management Plan, which outlines and describes the goals and objectives of WRISC.
- c. Contribute available material and staff resources toward the education, prevention and management of invasive species within the boundaries of

the WRISC area however, each party directs its own activities and uses its own resources.

WRISC may cooperate with public and private landowners or other entities necessary in carrying out the goals and objectives of this MOU. When the Forest Service (FS) is involved or the project is on FS land, a separate agreement documenting the partnership must be executed. Other legal entities may also require separate formal agreements to execute projects on their land.

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 undersigned Partners mutually agree to the following:

- a. Form a Steering Committee (see Appendix A).
- b. The Steering Committee will develop draft by-laws.
- c. WRISC serves Florence, and Marinette Counties in Wisconsin and Dickinson and Menominee Counties in Michigan.
- d. Share information among the Partners and provide available assistance and expertise regarding invasive species management on lands and waters within the WRISC boundaries (e.g. control methods, prevention measures, restoration tools, standardized data collection, etc.).
- e. Provide opportunities to outside interest groups, private landowners, and the public for involvement in invasive species management on lands and waters within the WRISC boundaries.

- f. Utilize the Dickinson Conservation District as the fiscal administrator for any grants, agreements, or financial support received by WRISC under separate agreement.

Dickinson County Conservation District
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- g. This MOU in no way restricts any of the Partners from participating in similar activities with other public or private agencies, organizations, or individuals.
- h. 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 -TERM OF AGREEMENT

This MOU will become operational upon signature of individual Stakeholders and expires five years from signature of first Stakeholder, at which time it will be subject to review, renewal, or expiration. If the Partners mutually agree to continue cooperation, a new agreement shall be executed.

ARTICLE 6- TERMINATION AND MODIFICATION

Modifications within the scope of this MOU shall be made by the issuance of a unanimously approved modification prior to any changes being performed. Any Partner may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

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

Additional Partners may, and are encouraged, to be added to the MOU at anytime. All signatories will receive written notification from the steering committee of any additional Partner and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified the signatory may choose to withdraw from the MOU. If the signatory does not choose to withdraw, then the Partner with the conflict of interest may not be added to the MOU.

ARTICLE 8 – REPORTS AND/OR OTHER DEUVERABLES

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

ARTICLE 9- PROPERTY UTILIZATION

There is no property utilized in association with this MOU.

ARTICLE 10- STANDARD CLAUSES

- a. Nondiscrimination: The recipient/cooperator 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."**

- b. Freedom of Information Act: Public access to grant or agreement records 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 Cooperator 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 Cooperator 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 Forest Service Insignia: In order for the Cooperator to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- e. Promotions: None of the Partners will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service or position, which the other Partners represent.
- f. Publications of Results and Studies: None of the Partners will unilaterally publish a joint publication (i.e. bearing the heading of Wild Rivers Invasive Species Coalition) without consulting the other Partners. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those Partners contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Partner may publish data after due notice and submission of the proposed manuscripts to the other Partners. In such instances, the Partners publishing the data will give due credit to the cooperation and assume full responsibility for any statements on which there is a difference of opinion.
- g. 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.
- h. 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 directs its own activities and uses its own resource.

ARTICLE 11 -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

Definition of relevant terms:

- a. "Steering Committee" consists of Partners that make formal decisions about the operation of WRISC until the Board of Directors is established.
- b. "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.
- c. "Non-native species" means with respect to a particular ecosystem, any plant, pathogen, or animal that has been introduced to that ecosystem.