

Master Agreement
between the
Dickinson Conservation District
and the
Wild Rivers Invasive Species Coalition

This agreement is hereby made and entered into by and between the Dickinson Conservation District (“Dickinson CD”) and the Wild Rivers Invasive Species Coalition (“WRISC”).

Background and Purpose

The Dickinson CD is a local unit of the State of Michigan authorized and formed under Soil Conservation District Law, Act 463 of the Public Acts of 1998, as amended. Conservation Districts were created to serve as stewards of Michigan’s natural resources, to take an ecosystem approach to conservation, and to act as gateways in their local communities.

WRISC was formed in 2009 and operates across a five-county area in northeastern Wisconsin and the Upper Peninsula of Michigan. The organization consists of formal Partners and informal members, all of whom are dedicated to the management of invasive species on our lands and waters through cooperation, education, prevention, and control.

WRISC is a non-registered not-for-profit affiliation of agencies, groups, individuals (Partners) bonded with a Memorandum of Understanding (MOU), and fully funded by grants and donated partner contributions, but does not have a financial, administrative, or physical structure to house funds or personnel. The Dickinson CD agrees to provide these essential services and act as fiduciary (fiscal agent) for WRISC, under the terms outlined herein.

Pursuant to the established protocol detailed in WRISC’s bylaws, the WRISC Board of Directors makes decisions related to WRISC’s mission, and ultimately guides the Coordinator in managing WRISC projects, initiatives, and endeavors.

The established fiscal arrangement outlined in this agreement exists, and will continue, at the behest of the WRISC Board of Directors, who also holds the right to restructure the organization, including its financial arrangement, as deemed necessary and appropriate.

The Dickinson CD Board of Directors reserves the power to determine their level of participation and support toward WRISC in regard to this fiscal arrangement.

Roles and Expectations

Dickinson Conservation District

Legal Authority: DCD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of projects

for which it becomes the fiscal agent of WRISC, which includes sufficient funds to pay the grantee's share of project costs, which applicable.

Dickinson CD shall:

Act as the contract signatory for grants awarded to WRISC and approved for acceptance by the Board of Directors of both Dickinson CD and WRISC.

Provide reliable bookkeeping services related to WRISC grants.

Provide financial updates at bi-monthly WRISC board meetings or upon request of the WRISC Board of Directors on WRISC grant funds held and managed by the district.

Participate in quarterly budget meetings and review with WRISC Coordinator.

Meet annually (by Oct 15th) with WRISC Coordinator to establish financial baseline and capacity for each organization for the new fiscal year.

Ensure that all grant reports and grant fund reimbursement requests are submitted according to grant specifications and timelines.

Act as employer of record for all personnel hired to implement WRISC projects, unless this role is designated to another WRISC Partner via written agreement. It is understood that all WRISC-designated employees are employed by the Dickinson CD and are only employed as long as there are sufficient grant funds to support them.

Administer employment responsibilities, such as providing payroll services, onboarding new hires (i.e. work agreements), maintaining all employee records/documentation, and upholding all personnel policies for WRISC staff employed by the Dickinson CD.

Allow day to day management and training of WRISC staff employed by the district to be managed by WRISC's Coordinator, supported by WRISC's Board of Directors, in accordance with the protocol established in WRISC's strategic plan.

Assure liability insurance, worker's compensation insurance, and other legal requirements for staff are in place.

Provide overhead for WRISC grant projects, including but not limited to: office space for core staff, computer(s), printer, phone, internet, and vehicle(s) for shared use across various projects.

*Dickinson CD is currently co-located in a Federal office, co-rented by the Natural Resource Conservation Service (NRCS), and as such is bound to their associated rules.

Wild Rivers Invasive Species Coalition

Authority: Authority for WRISC to enter into this agreement is granted by the WRISC Board of Directors.

WRISC shall:

Provide regular review of WRISC financials.

Provide monthly program update to Dickinson CD board of directors.

Monitor discretionary/undesignated funds and provide approval or denial for expenditures of such.

Regularly review and update WRISC's strategic plan to ensure that WRISC operations align with WRISC's stated goals and objectives and meet all grant program requirements.

Allow fiduciary to include an administrative line item from each grant for which it becomes the fiscal agent. WRISC will aim to allow a claim of 10% indirect (minimum) on all grants held on behalf of WRISC, although rates and amounts may change according to grant guidelines and anticipated role of Dickinson CD in the project.

Ensure that all WRISC representatives operate with the utmost professionalism to ensure that fiduciary is not subject to undue liability or financial claims related to CISMA work.

Adhere to WRISC's organizational structure and bylaws.

WRISC's Coordinator will operate under the direction of WRISC's Board of Directors, as established in WRISC's strategic plan.

Term, Termination, and Renewal

This agreement shall be effective beginning on the latest signature date of the signatory parties and shall continue for a term of five (5) years. Thereafter, this agreement may be renewed for additional terms of five (5) years each, upon the approval of all signatory parties, including both Dickinson CD and WRISC's Board of Directors.

This agreement may be edited or terminated by Dickinson CD or WRISC Board of Directors for any reason, by giving at least 30 days advance written notice to the other party. Upon any termination of this agreement, WRISC's Board of Directors will make all decisions pursuant to necessary restructuring of the WRISC organization related to a dissolution of the partnership hereby agreed to.

Key Communication Contacts:

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Wild Rivers Invasive Species Coalition
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Signatories

For the Dickinson Conservation District:

Kurt Lehman, Dickinson CD Board Chair

Date

For Wild Rivers Invasive Species Coalition:

Scott Goodwin, Wild Rivers ISC Board Chair

Date

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