

## MEMORANDUM OF UNDERSTANDING

Among the following:

USDA Forest Service, Hiawatha National Forest  
Chippewa/East Mackinac Conservation District  
The Nature Conservancy  
USDA Natural Resources Conservation Service  
Michigan Department of Natural Resources and Environment, Tahquamenon Falls State Park  
Michigan Department of Natural Resources and Environment, Brimley State Park  
Michigan Department of Natural Resources and Environment, Muskallonge Lake State Park  
Michigan Department of Natural Resources and Environment, Straits State Park  
Michigan Department of Natural Resources and Environment, Forest Management Division  
Michigan Department of Natural Resources and Environment, Wildlife Division  
Bay Mills Indian Community  
Les Cheneaux Watershed Council  
Northern Wild Plant and Seed Co-op  
Upper Peninsula Resource Conservation & Development Council  
The Forestland Group  
Michigan Karst Conservancy  
Hiawatha Shore-to-Shore, North Country Trail Association  
Luce/West Mackinac Conservation District  
Seney National Wildlife Refuge

(Hereinafter referred to as the “Parties”)

- I. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to establish and formalize a cooperative effort for the integrated management and control of invasive terrestrial and aquatic plant species across jurisdictional boundaries in Chippewa, Luce and Mackinac Counties, and thus to create the Eastern Upper Peninsula Cooperative Weed Management Area (EUP-CWMA).
- II. **STATEMENT OF MUTUAL BENEFITS AND INTERESTS:** All signatories of this MOU have mutual interest in preventing the establishment and spread of invasive terrestrial and aquatic plant species and share the following common goals:
  - A. **EDUCATION** - Increase public and staff awareness of invasive terrestrial and aquatic plants.
  - B. **PREVENTION** - Prevent the establishment of new invasive plant species infestations and spread of existing invasive species infestations.
  - C. **CONTROL** - Promote the effective, integrated management or eradication of priority invasive plant species.

D. INFORMATION EXCHANGE - Share technical information regarding control methods, locations, new infestations, project success among parties and with other regional and local weed management areas and programs.

E. COOPERATION - Facilitate development of cooperative agreements for local invasive plant management which include opportunities for shared funding sources, resources, materials, personnel, including volunteers, expertise, equipment, etc.

F. INVENTORY AND MONITORING – Cooperatively develop inventory and monitoring protocols across jurisdictional boundaries, and exchange data.

### III. ALL PARTIES INTEND TO:

A. Meet as a member of the EUP- CWMA at least once annually to review and coordinate invasive species management activities. Strategies and priorities will be established based on the non-native invader species and their potential for further spread and subsequent damage.

B. Allow for the exchange of personnel, equipment, supplies, and/or contract crews throughout the EUP- CWMA. Any exchanges must be approved and coordinated by the parties involved via the annual operating plan and supplemental agency documentation as necessary (e.g. Supplemental Project Agreement (SPA)). Individual party participants may elect to retain any portion of their own personnel, equipment, supplies, and contract crews within their jurisdiction.

C. Seek and allow any participants to contribute to the management of non-native invasive species within the EUP-CWMA through education programs, research, inventory and monitoring, grants and fundraising, and citizen's participation programs.

D. Elect to manage invasive species within their own jurisdiction in whole or part through either utilizing the EUP-CWMA or utilizing their own personnel, equipment and supplies.

E. Allow participating Federal agencies' personnel, equipment and supplies to be used in the management of invasive species on non-federal or state ownerships within the EUP-CWMA. These cooperative activities will be approved in the annual operating plan and would only be carried out with the full acknowledgment of the agency or participating organization receiving the activities.

F. Assist in mapping current infestations and advising the EUP-CWMA of new infestations.

G. Insure management of invasive species will be integrated and incorporate effective and safe control measures. Integrated control measures may include prevention measures, education, awareness programs, mechanical methods, manual methods, biological controls, plant competition, fire and herbicides.

H. Participate and/or cooperate in the development of an Integrated Weed Management Plan which will be created for the EUP-CWMA.

I. Annually coordinate weed management activities, which will be documented each year in an Annual Operating Plan. These activities will implement the Integrated Weed Management Plan.

J. Share information among interested Parties and provide assistance and expertise regarding invasive species management (e.g. control methods, introduction prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.

K. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning on lands and waters within the EUP-CWMA.

L. Utilize the Chippewa/East Mackinac Conservation District (CEMCD) as the fiscal administrator for any grants or financial support received by the EUP-CWMA Steering Committee.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

A. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

B. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

C. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon signature by all of the Parties presented herein and shall remain in effect for a period of five years from the date of execution. This MOU may be amended upon written request of any of the Parties presented herein with the subsequent written concurrence of a majority of the others. Any Party may terminate their involvement in this MOU with a 60-day written notice to the others.

D. RESPONSIBILITIES OF PARTIES. The Parties presented herein and their respective agency administrations will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

E. ADDITIONAL PARTICIPANTS. Interested agencies, property owners, property managers, special districts, non-profit and for profit entities, and members of the public, may become part of the EUP-CWMA by execution of a Signature Page, subject to ratification by a majority of the existing participants. The executed Signature Page shall be returned to the Hiawatha National Forest for distribution and ratification by a majority of the participants in the MOU.

F. CIVIL RIGHTS. During the performance of this MOU, the Parties agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

G. NONDISCRIMINATION. The Parties 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 VII 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 the Parties' programs that are produced by the Parties 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."***

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 that ***"This institution is an equal opportunity provider."***

H. PROMOTIONS. None of the Parties will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service, or position which the other Parties represent.

I. PUBLICATIONS OF RESULTS AND STUDIES. None of the Parties will unilaterally publish a joint publication without consulting the other Parties. 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 Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Party may publish data after due notice and submission of the proposed manuscripts to the other Parties. In such instances, the Parties publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

J. INDEMNIFICATION. Each Party shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other Parties and the results thereof. Each Party, therefore, agrees that, with respect to the other Parties, 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 Party or any employee of such Party to operate outside the scope of employment of such employee, and no Party shall be required to indemnify another Party.

K. NON-BINDING AGREEMENT. This MOU is not a legally binding agreement and creates no legally binding obligations for any Party. However, it does express the intent of the Parties regarding the work they will undertake for this collaboration and their representative roles in the collaboration.

L. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Department of Agriculture or any other party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and the other Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities

must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

M. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

N. AUTHORIZED REPRESENTATIVES: By signature below, the Parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

O. ALTERNATE DISPUTE RESOLUTION: In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

V. **PRINCIPAL CONTACTS**: The principal contacts for this instrument are:

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THE PARTIES HERETO have executed this MOU:

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Thomas A. Schmidt, Forest Supervisor  
Hiawatha National Forest

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Date

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Forbes McDonald, Chairman  
Chippewa/East Mackinac Conservation District

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Date

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Helen Taylor, State Director  
The Nature Conservancy

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Date

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Mike LaPointe, Area Conservationist  
USDA – Natural Resources Conservation Service

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Date

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Craig Krepps, Park Supervisor  
Tahquamenon Falls State Park

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Date

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Charles Maltby, Park Supervisor  
Brimley State Park

\_\_\_\_\_  
Date

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Jim Dzelak, Park Supervisor  
Muskallonge Lake State Park

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Date

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Wayne Burnett, Park Supervisor  
Straits State Park

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Date

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Lynne Boyd, Chief  
DNRE, Forest Management Division

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Date

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Russ Mason, Chief  
DNRE, Wildlife Division

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Date

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Jeffrey D. Parker, President of Executive Council  
Bay Mills Indian Community

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Date

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Robert Smith, Chairperson  
Les Cheneaux Watershed Council

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Date

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Neil Moran  
Northern Wild Plant and Seed Co-operative

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Date

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Robert Larson, Chairman  
Upper Peninsula RC&D Council

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Date

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Shawn P. Hagan, Sr. Dir. Of Forest Operations  
The Forestland Group, Great Lakes Region

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Date

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Aubrey Golden, President  
Michigan Karst Conservancy

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Date

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Charlene DeWitt, President  
Hiawatha Shore-to-Shore  
North Country Trail Association

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Date

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Jonathan Miller, Chairperson  
Luce/West Mackinac Conservation District

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Date

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Mark Vaniman, Refuge Manager  
Seney National Wildlife Refuge

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Date