

MEMORANDUM OF UNDERSTANDING

between

Alger Conservation District
Borealis Seed Company
Common Coast Research and Conservation
Delta Conservation District
Delta County Non-Motorized Trails
US Forest Service – Hiawatha National Forest
GEI Consultants Inc.
Marquette Board of Light and Power
Marquette County Conservation District
Michigan DNR Gwinn Forest Management Unit
Michigan DNR – Van Riper/Craig Lake/Laughing Whitefish Falls State Park/Blueberry
Ridge/Little Presque Isle Recreation Area
Michigan Nature Association
Michigan State University Extension
National Park Service – Pictured Rocks National Lakeshore
Noquemanon Trail Network
Schoolcraft Conservation District
US Fish and Wildlife Service – Seney National Wildlife Refuge
Superior Watershed Partnership
The Forestland Group
The Nature Conservancy – Michigan Chapter
Upper Peninsula Land Conservancy
Upper Peninsula Power Company
Upper Peninsula Resource Conservation and Development Council
Weyerhaeuser
Yellow Dog Watershed Preserve

(Hereinafter referred to as Undersigned Parties)

ARTICLE 1 - BACKGROUND AND OBJECTIVES

The purpose of this Memorandum of Understanding (MOU) is to encourage and formalize the cooperative relationship necessary for effective management, coordination, and implementation of invasive terrestrial and aquatic plant species programs among the above mentioned Undersigned Parties.

Definitions of terms in this agreement are as follows:

- a. "Introduction" means the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
- b. "Ecosystem" means the complex of a community of organisms and its environment.
- c. "Native species" means with respect to a particular ecosystem, a plant species that, other than as a result of an introduction, historically occurred or currently occurs in that ecosystem.
- d. "Non-native species" means with respect to a particular ecosystem, any plant species, including its seeds, spores, or other biological material capable of propagating that species, that has been introduced to that ecosystem by means other than natural processes (e.g., human introduction, concurrent introduction with other native or non-native species).
- e. "Invasive species" means a plant species, typically non-native, that has competitive advantage over native plants because of:
 - I. the absence of natural diseases, insects, or other organisms that normally maintain the invasive plant's population in its place of origin;
 - II. the ability to grow and leaf-out earlier than native plants;
 - III. the ability to reproduce both rapidly and in great numbers, and/or;
 - IV. the ability to thrive in a wide variety of habitats and soil conditions.

As a result of these competitive advantages, invasive species are able to out-compete and ultimately replace native vegetation, and they can also cause economic or environmental harm or harm to human health.

- f. The Lake to Lake Cooperative Invasive Species Management Area (L2L CISMA) is geographically defined as the lands and waters within the geopolitical boundaries of Alger, Delta, Marquette, and Schoolcraft counties.

Invasive, non-native species are recognized as a widespread and increasing problem in the central Upper Peninsula of Michigan, with serious and detrimental effects occurring on public and private lands and waters. Invasive, non-native species are displacing native communities throughout central Upper Peninsula of Michigan.

ARTICLE 2 - LEGISLATIVE AUTHORITY

This MOU is neither a fiscal nor a funds obligation document. Any endeavor 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 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 3 - STATEMENT OF WORK

It is the intent of this MOU to enhance the success of an invasive species management program by performing these efforts on all lands and waters, so as to limit the spread of invasive species. The intent of this MOU is also to enhance the potential for success of invasive species management programs in the region by encouraging sharing of resources, information, expertise, and effort on a cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

The undersigned parties mutually agree to the following:

- a. Participate and/or cooperate in the development of an invasive species management plan, which will be created for the Lake to Lake Cooperative Invasive Species Management Area (L2L CISMA).
- b. Share information among the undersigned 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.
- c. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out invasive species management planning on lands and waters within the Lake to Lake Cooperative Invasive Species Management Area (L2L CISMA)
- d. Review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Modifications shall become effective upon approval by majority of undersigned parties.

This MOU in no way restricts any of the undersigned parties from participating in similar activities with other public or private agencies, organizations, or individuals.

ARTICLE 4 - TERM OF AGREEMENT

This MOU will become effective upon signature of each of the undersigned parties and fully effective upon the last date shown. It expires five years from the effective date at which time it will be subject to review, renewal, or expiration. If the undersigned Parties mutually agree to continue cooperation, a new agreement shall be executed.

ARTICLE 5 - MODIFICATION AND TERMINATION

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

ARTICLE 6 - ADDITIONAL PARTIES TO THE MOU

Additional parties may, and are encouraged, to join the MOU at any time. All signatories will be notified of any additional party request to join 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 conflict will be brought to the partnership. Once discussed, a majority vote will either agree to add, or agree to withhold adding the new potential partner. If no conflict of interest is brought forward, the requesting additional party will be given a signatory page to join as a formal partner. A contact for the requesting party will sign, and the CISMA coordinator will sign on behalf of all other formal partner organizations. Finally, the Forest Service will sign, and the requesting party will be added under the MOU.

ARTICLE 7 - REPORTS AND/OR OTHER DELIVERABLES

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

ARTICLE 8 - PROPERTY UTILIZATION

There is no property utilized in association with this MOU.

ARTICLE 9 - STANDARD CLAUSES

- a. Civil Rights: For the duration of this MOU, the undersigned 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.
- b. 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 that "This institution is an equal opportunity provider."

- c. Promotions: None of the Undersigned 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.
- d. Publications of Results and Studies: None of the Undersigned 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.
- e. Indemnity: Each party shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other party 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.

- f. This Memorandum of Understanding 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.
- g. Freedom of Information Act (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
- h. Any communications affecting the operations covered by this agreement given by the Forest Service or the Grantee/Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
 - 1. To the Forest Service Program Manager, at the address specified in the grant/agreement.
 - 2. To Grantee/Cooperator, at the address shown in the grant/agreement or such other address designated within the grant/agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- i. 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 Cooperatives, 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 10 - KEY OFFICIALS AND SIGNATURES

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

_____ **Date**

The authority and format of this instrument has been reviewed and approved for signature.

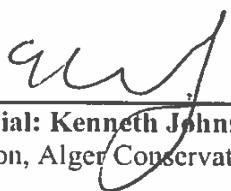
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between

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- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Alger Conservation District



Key Official: Kenneth Johnson
 Chairperson, Alger Conservation District Board of Directors

10/26/18
Date

Key Contact:
 Teri Grout, District Manager
 101 Court St.
 Munising, MI 49862
 (906) 387-2222

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Borealis Seed Company



Key Official: Sue Rabitaille
Owner, Borealis Seed Company

10/9/18
Date

Key Contact:
Sue Rabitaille
529 Bluff St.
Marquette MI 49855
(906) 226-8507
(906) 345-9636


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between

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Common Coast Research and Conservation



Key Official: Joe Kaplan
 Director, Common Coast Research and Conservation

26 October 2018

Date

Key Contact:
 Joe Kaplan
 2315 Lake Shore Dr.,
 Escanaba, MI 49829
 (906) 202-0602

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Delta Conservation District



Key Official: Rory Mattson
CEO, Delta Conservation District

10/25/18
Date

Key Contact:

Lori Mathews, District Manager
6822 US 2-41 & M-35
Gladstone, MI 49829
(906) 553-7700

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Delta County Non-Motorized Trails

Key Official: Tony Lambert
 President, Delta County Non-Motorized Trails

Date

Key Contact:
 Laurie Johnson, Board Member
 P.O. Box 35
 Escanaba, MI 49829
 Yooperchic1@icloud.com

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for US Forest Service – Hiawatha National Forest

Key Official: Cid H. Morgan
 Forest Supervisor, Hiawatha National Forest

Date

Key Contact:
 Donna Peppin
 West Zone Plant Ecologist, Hiawatha National Forest
 400 East Munising Ave

Munising, MI 49862
(906) 387-2512 ext. 101

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for GEI Consultants Inc.



10/17/18

Key Official: George Meister
Senior Project Manager

Date

Key Contact:
George Meister
109 W. Baraga Ave
Marquette, MI 49855
(906) 662-4747


MEMORANDUM OF UNDERSTANDING

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Marquette Board of Light and Power



Key Official: Thomas R. Carpenter
 Executive Director, MBLP

10-21-18
Date

Key Contact:
 Thomas Skewis
 2200 Wright St.
 Marquette, MI 49855
 (906) 225-8670

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Marquette County Conservation District



Key Official: Bernie Huetter
Vice-Chairperson, Marquette County Conservation District Board of Directors

Date 11/5/18

Key Contact:

Jaimi Cawley, District Manager
780 Commerce Dr., Suite C
Marquette, MI 49855
(906) 226-8871 ext. 129

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Michigan DNR – Van Riper/Craig Lake/Laughing Whitefish Falls State Parks/Blueberry Ridge/Little Presque Isle Recreation Areas



Key Official: Debra Gill
WOC Unit Supervisor, MI DNR

10-5-2018
Date

Key Contact:
Debra Gill
851 Co. Rd. AKE
Champion, MI 49814
(906) 339-4461

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Michigan Nature Association



Key Official: Andrew Bacon
Conservation Director, Michigan Nature Association

11/2/18

Date

Key Contact:

Andrew Bacon
2310 Science Parkway, Suite 100
Okemos, MI 48864
(517) 483-2953


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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Michigan State University Extension



Key Official: Rob Wiener
 Natural Resource Education Program Instructor

10-10-18
Date

Key Contact:
 Rob Wiener
 E 9526 Prospect St., Suite 1
 Munising, MI 49862
 (906) 387-2530

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for National Park Service – Pictured Rocks National Lakeshore



Key Official: David Horne
Park Superintendent, Pictured Rocks National Lakeshore

10/15/18
Date

Key Contact:

Bruce Leutscher, Chief – Science and Resource Stewardship at Pictured Rocks National Lakeshore
P.O. Box 40
Munising, MI 49862
(906) 387-2680 ext. 2

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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Noquemanon Trail Network



Key Official: Cary Gottlieb
President, Noquemanon Trail Network



Date

Key Contact:
Lori Hauswirth
P.O. Box 746
Marquette, MI 49855
(906) 235-6861


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10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Schoolcraft Conservation District



Key Official: G. Tom White
Chairperson, Schoolcraft Conservation District

10/24/2018
Date

Key Contact:
Bruce Birr, District Manager
300 Walnut St., Room 216
Manistique, MI 49854
(906) 341-8215

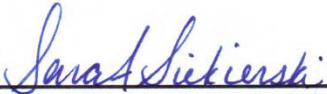
MEMORANDUM OF UNDERSTANDING

between

- Alger Conservation District
- Borealis Seed Company
- Common Coast Research and Conservation
- Delta Conservation District
- Delta County Non-Motorized Trails
- US Forest Service – Hiawatha National Forest
- GEI Consultants Inc.
- Marquette Board of Light and Power
- Marquette County Conservation District
- Michigan DNR – Van Riper/Craig Lake/Laughing Whitefish Falls State Park/Blueberry Ridge/Little Presque Isle Recreation Area
- Michigan Nature Association
- Michigan State University Extension
- National Park Service – Pictured Rocks National Lakeshore
- Noquemanon Trail Network
- Schoolcraft Conservation District
- US Fish and Wildlife Service – Seney National Wildlife Refuge
- Superior Watershed Partnership
- The Forestland Group
- The Nature Conservancy – Michigan Chapter
- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for US Fish and Wildlife Service – Seney National Wildlife Refuge



Key Official: Sara Siekierski
 Refuge Manager – Seney National Wildlife Refuge

10/15/18

Date

Key Contact:
 Sara Siekierski
 1674 Refuge Entrance Rd
 Seney, MI 49883
 (906) 586-9851 ext. 11

MEMORANDUM OF UNDERSTANDING

between

- Alger Conservation District
- Borealis Seed Company
- Common Coast Research and Conservation
- Delta Conservation District
- Delta County Non-Motorized Trails
- US Forest Service – Hiawatha National Forest
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- The Forestland Group
- The Nature Conservancy – Michigan Chapter
- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Superior Watershed Partnership



Key Official: Carl Lindquist
Executive Director, Superior Watershed Partnership

10/5/18
Date

Key Contact:
Geri Grant
2 Peter White Drive
Marquette, MI 49855
(906) 228-6095

MEMORANDUM OF UNDERSTANDING

between

- Alger Conservation District
- Borealis Seed Company
- Common Coast Research and Conservation
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- Marquette Board of Light and Power
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- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for The Forestland Group



Key Official: Dave Fehringer
Associate Regional Director, The Forestland Group

10/4/18
Date

Key Contact:
Dave Fehringer
200 Michigan St., Suite 722
Hancock, MI 49930
(906) 487-7491

MEMORANDUM OF UNDERSTANDING

between

- Alger Conservation District
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- The Forestland Group
- The Nature Conservancy – Michigan Chapter
- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for The Nature Conservancy – Michigan Chapter



10/18/18

Key Official: Dr. Patrick Doran
Associate State Director – The Nature Conservancy Michigan Chapter

Date

Key Contact:
Chris Cantway
101 S. Front St., Suite 105
Marquette, MI 49855
(906) 225-0399


MEMORANDUM OF UNDERSTANDING

between

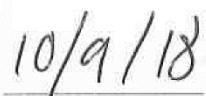
- Alger Conservation District
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- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Upper Peninsula Land Conservancy



Key Official: Andrea Denham
 Executive Director, UP Land Conservancy



 Date

Key Contact:
 Andrea Denham
 2208 US Hwy 41 South
 Marquette MI 49855
 (906) 225-8067

MEMORANDUM OF UNDERSTANDING

between

- Alger Conservation District
- Borealis Seed Company
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- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Upper Peninsula Resource Conservation and Development Council



Key Official: William Rice
Board of Directors, UPRC&D Council

10/26/2018
Date

Key Contact:
Darcy Rutkowski
Executive Director, UPRC&D Council
129 W. Baraga Ave., Suite F
Marquette, MI 49855
(906) 225-0215

MEMORANDUM OF UNDERSTANDING

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- The Forestland Group
- The Nature Conservancy – Michigan Chapter
- Upper Peninsula Land Conservancy
- Upper Peninsula Resource Conservation and Development Council
- Weyerhaeuser
- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Weyerhaeuser



Key Official: Nathan Christie
Harvesting and Silviculture Supervisor

11/03/18
Date

Key Contact:
Nathan Christie
2837 N. Lincoln Rd
Escanaba, MI 49829
(906) 399-5017

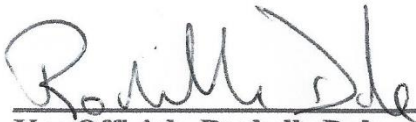
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- Yellow Dog Watershed Preserve

10. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Yellow Dog Watershed Preserve



Key Official: Rochelle Dale
 Program Administrator, Yellow Dog Watershed Preserve

10-13-18
Date

Key Contact:
 Rochelle Dale
 P.O. Box 5
 Big Bay, MI 49808
 (906) 345-9223