



FS Agreement No. _____

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
***** DRAFT DRAFT DRAFT DRAFT *****
GRATIOT LAKE CONSERVANCY
HOUGHTON-KEWEENAW CONSERVATION DISTRICT
IRON BARAGA CONSERVATION DISTRICT
ISLE ROYALE NATIONAL PARK
ISLE ROYALE & KEWEENAW PARKS ASSOCIATION
KEWEENAW BAY INDIAN COMMUNITY
KEWEENAW LAND TRUST
KEWEENAW NATIONAL HISTORICAL PARK
MICHIGAN DNR: FOREST RESOURCE DIVISION
MICHIGAN DNR: CRAIG LAKE STATE PARK
MICHIGAN DNR: FORT WILKINS HISTORIC STATE PARK
MICHIGAN DNR: MCLAIN STATE PARK
MICHIGAN NATURE ASSOCIATION
MSU EXTENSION, HOUGHTONKEWEENAW COUNTY EXTENSION
MICHIGAN TECHNOLOGICAL UNIVERSITY
MOLPUS TIMBERLANDS MANAGEMENT
THE NATURE CONSERVANCY
UPPER PENINSULA RESOURCE CONSERVATION & DEVELOPMENT
COUNCIL
USDA, NATURAL RESOURCES CONSERVATION SERVICE

And The
USDA, FOREST SERVICE
OTTAWA NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Gratiot Lake Conservancy, Houghton-Keweenaw Conservation District, Iron Baraga Conservation District, Isle Royale National Park, Isle Royale & Keweenaw Parks Association, Keweenaw Bay Indian Community, Keweenaw Land Trust, Keweenaw National Historical Park, Michigan Department of Natural Resources: Forest Resource Division, Michigan Department of Natural Resources: Craig Lake State Park, Michigan Department of Natural Resources: Fort Wilkins Historic State Park, Michigan Department of Natural Resources: McLain State Park, Michigan Nature Association, MSU Extension: HoughtonKeweenaw County Extension, Michigan Technological University, Molpus Timberlands Management, USDA Natural Resources Conservation Service, The Nature Conservancy, Upper Peninsula Resource Conservation & Development Council, hereinafter referred to as “Cooperators,” and the United States Department of Agriculture (USDA), Forest Service, Ottawa National Forest, hereinafter referred to as the “U.S. Forest Service.”



Background: In March 2011 several organizations met in Houghton, Michigan, to discuss the formation of a new Cooperative Weed Management Area covering Houghton, Keweenaw, and Baraga Counties in Michigan. We named ourselves the Keweenaw Invasive Species Management Area (KISMA). In 2013 twenty-two organization signed a KISMA Memorandum of Understanding (13-MU-11090700-002), which expired on 12/31/2017. The above-listed organizations have created this successor MOU.

Invasive, non-native species (here often referred to as “invasive species” for brevity) are recognized as a widespread and increasing problem in the Upper Peninsula, with serious and detrimental effects occurring on public and private lands and waters. Invasive, non-native plant species are displacing native plant communities throughout our area.

KISMA has received funding and employed paid staff since 2012, hosted by the Houghton Keweenaw Conservation District, Keweenaw Land Trust, and Michigan Technological University. Funding has come from the State of Michigan, US Forest Service, Great Lakes Restoration Initiative, and Joint Chiefs Landscape Restoration Partnership.

Title: Keweenaw Invasive Species Management Area

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish a cooperative effort to prevent and control non-native invasive species across jurisdictional boundaries in Baraga, Houghton, and Keweenaw Counties through the organization of the Keweenaw Invasive Species Management Area (KISMA) in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

While several agencies and organizations in the Upper Peninsula actively manage invasive species, they freely spread across jurisdictional boundaries. The success of any individual groups’ invasive species control effort will depend on the cooperation with adjacent landowners. The development of the Keweenaw Invasive Species Management Area, hereinafter referred to as KISMA, will establish a long-term relationship to deal with the long-term problem of non-native invasive species and create a mechanism for ongoing resource-sharing and collaboration for education, prevention, and control. All parties to this MOU agree that it is to their mutual benefit and interest to work cooperatively to inventory, monitor, reduce, and prevent the spread of invasive species across jurisdictional boundaries within the counties. This cooperative effort will improve working relationships between individuals and organizations interested in achieving better results in the fight against invasive species.

KISMA covers all of Houghton, Keweenaw, and Baraga counties in the Upper Peninsula of Michigan (Exhibit A). With more Lake Superior shoreline than other areas, these three counties contain an abundance of remote natural areas under public and private ownership. The economy of these counties relies heavily on forest



products, agriculture, and natural resource-based tourism; and is well known for its natural and recreational resources and beauty. Non-native invasive species are a serious threat to all of these assets.

KISMA Mission Statement: The Keweenaw Invasive Species Management Area's mission is to facilitate cooperation and education among federal, state, tribal, and local groups and landowners in prevention and management of invasive species across land ownership boundaries within Baraga, Houghton, and Keweenaw Counties.

For these reasons, it is mutually beneficial for all of the cooperators and the Forest Service to work together to establish the KISMA.

In consideration of the above premises, the parties agree as follows:

III. EACH COOPERATOR SHALL:

A. DEFINITIONS.

- a. **Cooperators:** All the signatories of this MOU except the Forest Service.
 - b. **KISMA Coordinator:** An individual recognized by the Parties and tasked with accomplishing the work of KISMA. The KISMA Coordinator will help lead the implementation of the KISMA annual operating plan and organize KISMA meetings. The Coordinator would typically be an employee or contractor of one of the KISMA members.
 - c. **Parties:** All the signatories of this MOU, including the Forest Service.
- B. Agree to be a member of the **Keweenaw Invasive Species Management Area**, which covers the area depicted on the Cooperative Weed Management Area (CWMA) map in Exhibit A.
- C. **Share information** among the 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.
- D. Agree to the formation of a **Steering Committee** to provide direction, expertise, and oversight to identify opportunities for KISMA activities for invasive species management within the KISMA. See Exhibit B for a list of current Steering Committee Representatives.
- E. **Assist in mapping** current infestations and advising KISMA of new infestations.
- F. **Provide opportunities** and public education to outside interest groups, private landowners, and the general public for involvement in carrying out invasive species prevention and management planning on lands and waters within the KISMA area.
- G. Utilize the Houghton-Keweenaw Conservation District as the primary fiscal administrator for grants or financial support received by KISMA.



- H. **Meet at least once annually** to: review and coordinate invasive species prevention and management activities; establish strategies and priorities based on the non-native invasive species and their potential for further spread and subsequent damage; and write an annual operating plan to identify activities and persons that will participate in cooperative work to be done that year.
- I. Agree to coordinate priorities, actions, resources, personnel, and equipment for preventing, eradicating, containing, and controlling invasive species within the KISMA area.
- J. If members wish to exchange funding for particular invasive species projects, separate project agreements will be prepared among those members.
- K. Members will utilize **integrated pest management principles** to coordinate priorities and actions for preventing, eradicating, containing, and controlling non-native invasive species. Integrated control measures may include prevention measures, education, awareness programs, and mechanical, biological, cultural, and chemical controls. Members will insure that management of invasive species will incorporate **effective and safe** control measures. Where applicable, any commercial pesticide applicators should be licensed and insured.
- L. Any proposed modifications prior to the expiration date of this MOU will be discussed with all KISMA members. Changes to the MOU may be made by either all parties signing a modification or by terminating the MOU and incorporating the changes into a new MOU. *Also see Section V Item R.*

IV. THE U.S. FOREST SERVICE SHALL:

- A. Work with the Cooperators to administer this Memorandum of Understanding.
- B. Also perform all the functions of the listed in Section III (Items A to K).

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Any KISMA members are welcome to serve on the Steering Committee (Exhibit B). The role of the Steering Committee is to meet regularly to discuss ongoing invasive species activities in keeping with this MOU, and to advise the KISMA Coordinator
- B. PRINCIPAL CONTACTS. The principal contacts for this MOU are the Steering Committee Representatives and/or key contacts for the parties to this MOU as defined in Exhibit B. Individuals listed in Exhibit B are authorized to act in their respective areas for matters related to this agreement.

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
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Name: Ian Shackelford Address: E6248 US 2 City, State, Zip: Ironwood, MI 49938 Telephone: (906) 285-6911 FAX: (906) 932-0122 Email: ishackleford@fs.fed.us	Name: Cathy Ansami Address: E6248 US 2 City, State, Zip: Ironwood, MI 49938 Telephone: (906) 285-6875 FAX: (906) 932-0122 Email: cansami@fs.fed.us
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C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperatir, at Cooperator’s address shown in the MOU or such other address designated within the MOU.

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

E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.



- F. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU 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).



- K. 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.
- L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperators are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "The Ottawa National Forest of the U.S. Forest Service, Department of Agriculture, supports cooperative work in the Keweenaw Invasive Species Management Area (KISMA). The partnership will help KISMA carry out its mission of non-native invasive plant education, detection, and eradication in Houghton, Keweenaw, and Baraga Counties in the Upper Peninsula of Michigan."
- Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperators are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



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 must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. 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 Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through June 1, 2023 at which time it will expire.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



[ONE SIGNATURE PAGE FOR EACH MEMBER]

Memorandum of Understanding for the
Keweenaw Invasive Species Management Area (KISMA).

, Date



Memorandum of Understanding for the
Keweenaw Invasive Species Management Area (KISMA).

[ONE SIGNATURE PAGE FOR EACH MEMBER]

,

Date



Memorandum of Understanding for the
Keweenaw Invasive Species Management Area (KISMA).

LINDA L. JACKSON , Forest Supervisor
U.S. Forest Service, Ottawa National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

CATHY ANSAMI
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Keweenaw Invasive Species Management Area
Memorandum of Understanding
EXHIBIT A – Map of the Keweenaw Invasive Species Management Area

