



FS Agreement No. 14-MU-11090700-002
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING

Between

**Bergland Township
Chicaugon Lake Homeowners Association
Cisco Chain Riparian Owners Association
Friends of Sylvania
Gogebic Conservation District
Gogebic County Forestry And Parks Commission
Hagerman Lake Property Owners Association
Invasive Species Control Coalition of Watersmeet (ISCCW)
Iron County Conservation District
Iron Lake Property Owners Association
Lac Vieux Desert Band of Lake Superior Chippewa
Lac Vieux Desert Lake Association
Lake Gogebic Association
Lake Mary Association
Langford Lake Milfoil Association
Long Lake Property Owners Association
Many Waters LLC
Maplewood Timberlands Association
Michigan DNR: Bewabic State Park
Michigan DNR: Forest Resources Division
Michigan DNR: Lake Gogebic State Park
Michigan DNR: Porcupine Mountains Wilderness State Park
Michigan Trails and Recreation Alliance of Land and the Environment (MI-
TRALE)
Ni-Miikanaake Chapter of the North Country Trail Association
Perch Lake Owners Association
Property Owners of Fortune Lake Association
Sunset Lake Property Owners Association
Swan Lake Association
Upper Peninsula Resource Conservation & Development Council (UPRC&D)
USDA – Natural Resources Conservation Service
White Water Associates, Inc.
And The
USDA, FOREST SERVICE
OTTAWA NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Bergland Township, Chicaugon Lake Association, Cisco Chain Riparian Owners Association, Friends of Sylvania, Gogebic Conservation District, Gogebic County Forestry And Parks Commission, Hagerman Lake Property Owners



Association, Invasive Species Control Coalition of Watersmeet (ISCCW), Iron County Conservation District, Iron Lake Property Owners Assn, Lac Vieux Desert Band of Lake Superior Chippewa, Lac Vieux Desert Lake Association, Lake Gogebic Association, Lake Mary Association, Langford Lake Milfoil Association, Long Lake Property Owners Association, Many Waters LLC, Maplewood Timberlands Association, Michigan DNR: Bewabic State Park, Michigan DNR: Forest, Resources Division, Michigan DNR: Lake Gogebic State Park, Michigan DNR: Porcupine Mountains Wilderness State Park, Michigan Trails and Recreation Alliance of Land and the Environment (MI-TRALE), Ni-Miikanaake Chapter of the North Country Trail Association, Perch Lake Owners Association, Property Owners of Fortune Lake Association, Sunset Lake Property Owners Association, Swan Lake Association, Upper Peninsula Resource Conservation & Development Council (UPRC&D), USDA – Natural Resources Conservation Service, and White Water Associates, Inc., hereinafter referred to as “Cooperators,” and the USDA, Forest Service, Ottawa National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: In September 2006, fourteen organizations interested in controlling the spread of non-native invasive species came together and created the Western Upper Peninsula Cooperative Weed and Pest Management Area. It covered Gogebic and Iron Counties and the Ottawa National Forest, and signed a five year participating agreement (06-PA-11090700-024), ending in 2011. Additional members joined during the five years. In 2010 we changed our name to the Western Peninsula Invasives Coalition (WePIC), and added Ontonagon County. The original and additional organizations are interested in continuing the cooperative work with a new Memorandum of Understanding.

In 2013 the U.S. Forest Service and the Iron County Conservation District signed a separate Participating Agreement (12-PA-11090700-022, Modification #1), to help develop WePIC. The agreement provides Great Lakes Restoration Initiative funding for the Conservation District to hire a coordinator for WePIC.

Title: Western Peninsula Invasives Coalition

I. PURPOSE: The purpose of this MOU is to document cooperation between the signatory parties to establish a cooperative effort to prevent and control non-native invasive species across jurisdictional boundaries in Gogebic, Iron, and Ontonagon Counties and the Ottawa National Forest through the organization of the Western Peninsula Invasives Coalition (WePIC) in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Several agencies and organizations in the Upper Peninsula actively manage invasive species. Because invasive species freely spread across jurisdictional boundaries, the success of any individual group’s control effort will depend on the cooperation with adjacent landowners. The development of the Western Peninsula Invasives Coalition,



hereinafter referred to as WePIC, will establish a long-term relationship to deal with the long-term problem of non-native invasive species. This MOU will create a mechanism for ongoing resource-sharing and collaboration for public education and for invasive species identification, 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 three counties. This cooperative effort will improve working relationships between individuals and organizations interested in achieving better results in the fight against invasive species.

WePIC Mission Statement: The Western Peninsula Invasives Coalition'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 Gogebic, Iron, and Ontonagon Counties and additional areas within the Ottawa National Forest.

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

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

III. EACH PARTY SHALL:

- A. Agree to establish the **Western Peninsula Invasives Coalition** as depicted on the CWMA map (see Exhibit A).
- B. **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.
- C. Agree to the formation of a **Steering Committee** to provide direction, expertise, and oversight to identify opportunities for WePIC activities for weed management within the WePIC. See Exhibit B for a list of current Steering Committee Representatives.
- D. **Assist in mapping** current infestations and advising WePIC of new infestations.
- E. Identify and prioritize invasive species infestations based on sound scientific means.
- 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 WePIC area.
- G. Utilize the Iron County Conservation District as the primary fiscal administrator for grants or financial support received by WePIC.
- 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 invader 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 WePIC 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 WePIC 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.
 - M. This MOU in no way restricts any of the Interested Parties from **participating in similar activities** with other public or private agencies, organizations, or individuals.

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 WePIC 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 WEPIC 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
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U.S. Forest Service Administrative



Contact	Contact
Name: Ian Shackelford Address: E6248 US 2 City, State, Zip: Ironwood, MI 49938 Telephone: (906) 932-1330 x331 FAX: (906) 932-0122 Email: ishackleford@fs.fed.us	Name: Cathy Ansami Address: E6248 US 2 City, State, Zip: Ironwood, MI 49938 Telephone: (906) 932-1330 x340 FAX: (906) 932-0122 Email: cansami@fs.fed.us

C. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.

D. 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 United States Department of Agriculture 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.

E. 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 Cooperator, 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.



- F. 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.
- G. 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.
- H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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.

- I. 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.
- J. 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.
- K. 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).

- L. **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.
- 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 Western Peninsula Invasives Coalition (WePIC). The partnership will help WePIC carry out its mission of non-native invasive plant education, detection, and eradication in Gogebic, Iron, and Ontonagon 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 **04/01/2019** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- 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.



Memorandum of Understanding for the
Western Peninsula Invasives Coalition (WePIC).

~~LINDAL JACKSON~~ *Lindal Jackson* 9/2/14
~~ANTHONY V. SCARDINA~~, Forest Supervisor Date
U.S. Forest Service, Ottawa National Forest

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

Cathy Ansami 3/19/14
CATHY ANSAMI Date
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

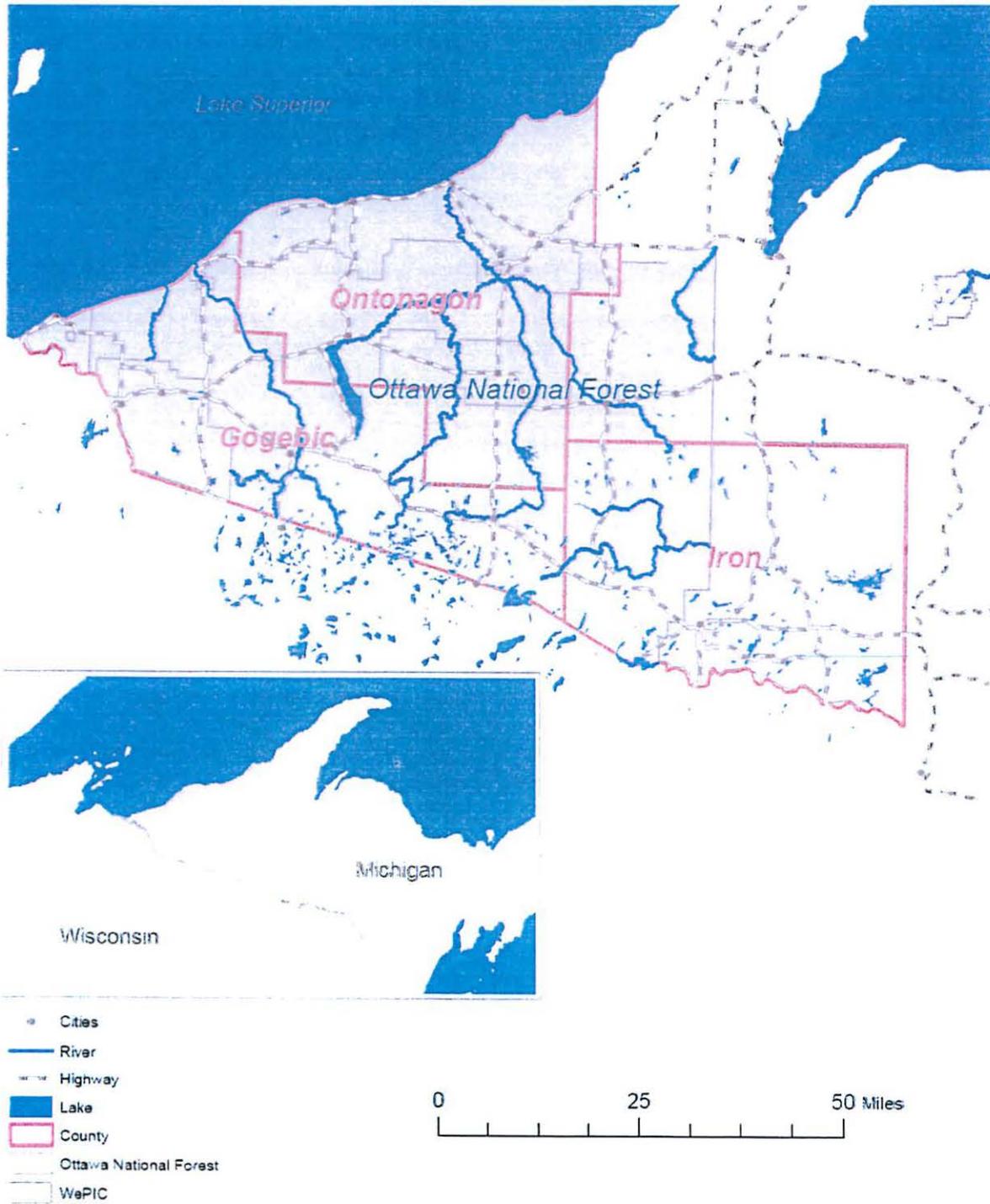
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to 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.



Western Peninsula Invasives Coalition
Memorandum of Understanding
EXHIBIT A – Map of the Western Peninsula Invasives Coalition





Western Peninsula Invasives Coalition (WePIC)
Memorandum of Understanding
EXHIBIT B – Steering Committee Representatives and Other Key Contacts

Steering Committee

1. Jeff Gaertner, Unit Supervisor of Bewabic State Park (Michigan DNR). 720 Idlewild Rd., Crystal Falls, MI 49920. 906-875-3324.
2. Barb Gajewski, Aquatic Ecologist. Many Waters LLC. 2527 Lake Ottawa Road, Iron River MI 49935. 715.617.4688.
3. Mike Golas, President Sunset Lake Property Owners Association. PO Box 411 Iron River MI 49935 801-870-9863
4. George Beck, Lac Vieux Desert Band of Lake Superior Chippewa. PO Box 249, Watersmeet MI 49969. 906-358-4577 x124.
5. David Merk, Lead Ranger, Porcupine Mountains Wilderness State Park (Michigan DNR). 33303 Headquarters Road, Ontonagon, MI 49953. (906) 885-5275
6. Jim Finley, Administrator, Gogebic Conservation District. 500 N Moore St., Bessemer MI 49911. 906-663-4512
7. Ken Wendt, President of the Invasive Species Control Coalition of Watersmeet (ISCCW). P.O. Box 725, Watersmeet MI 49969.
8. Jennifer Ricker, Director, Iron County Conservation District. 2 S. Sixth St. #15, Crystal Falls MI 49920. 906-875-3765.
9. Darcy Rutkowski, Executive Director of the Upper Peninsula Resource Conservation & Development Council. 129 W. Baraga Avenue, Suite F, Marquette MI 49855. 906-225-0215
10. Ian Shackelford, Botanist with the US Forest Service (Ottawa National Forest). E 6248 US Hwy 2, Ironwood MI 49938. 906-932-1330x331.
11. Angie Stine, Aquatic Biologist. White Water Associates Inc. 429 River Lane, P.O. Box 27., Amasa MI 49903. (906) 822-7889

Other Key Contacts

1. Rob Andersen. Lac Vieux Desert Lake Association. P.O. Box 432, Land O'Lakes WI 54540. 715-547-3646
2. Barbara Basedow, President Maplewood Timberlands Assn. N3833 Maplewood Rd, Watersmeet MI 49969. 906-358-4496
3. Waltraud Brinkmann, President Friends of Sylvania. 5506 Tonyawatha Trail Monona, WI WI 53716 608-222-6717
4. Paul Dalpra, Lake Mary Association. 144 Mary Wood Lane Crystal Falls MI 49920. 906-875-0237
5. Arnold Domanus Long Lake Property Owners Association. N 4176 Kari-Brooke Ln. Watersmeet MI 49969. 906-358-9912
6. Jim and Judy Donlan Langford Lake Milfoil Association. 4810 W. Langford Lake Road Marenisco MI 49947 906-842-3368.



7. Donald Helsel, President. Michigan Trails and Recreation Alliance of Land and the Environment (MI-TRALE) PO Box 43, Ontonagon MI 49953-0043.
8. Dale Kuivinen. Bergland Township. 101 Pine Street, Bergland MI 49910. 906-575-3522
9. Diane Kut. Property Owners of Fortune Lake Association. 116 Good Fortune Lane, Crystal Falls, MI 49920. 906-875-2067
10. Donald Mankee. Michigan DNR: Baraga Operations Service Center. 427 US-41 North Baraga MI 49908. 906-353-6651
11. David Merk. Michigan DNR: Lake Gogebic State Park. N 9995 State Hwy M-64, Marenisco MI 49947-9722. (906) 842-3341.
12. Hal Petrimoulx. Perch Lake Owners Association 414 St. Ann's Circle Phoenixville PA 19460. 610-935-9239
13. Bill Reed, President. Hagerman Lake Property Owners Association. 208 Heatherview Sparta MI 49345. 616-887-6135
14. Greg Ryskey. Gogebic County Forestry And Parks Commission. 500 N Moore St. Bessemer MI 49911. 906-663-4687
15. Mike Sheehy, President. Iron Lake Property Owners Association. 180 Lynx Lane, PO Box 407 Iron River MI 49935. 906 265 5983.
16. Joe Shubat, President Chicaugon Lake Association. 790 Pentoga Trail, Crystal Falls, MI 49920
17. Marilyn Shy, Area Biologist. USDA – Natural Resources Conservation Service. 780 Commerce Dr., Suite C Marquette MI 49855. 906-226-8871, ext. 124
18. Richard Swanson, President. Ni-Miikanaake Chapter of the North Country Trail Association. 1602 E. US Hwy 2 Wakefield, MI 49968. 906-229-5122.
19. Greg Wenzel. Cisco Chain Riparian Owners Association. E19579 Roddis Road, Watersmeet MI 49969. 906-358-0242.
20. Chris Wirtanen, President Lake Gogebic Association. P.O. Box 75, Bergland, MI, 49910. 906-842-3525