

**MEMORANDUM OF UNDERSTANDING**  
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**  
**LYME GREAT LAKES TIMBERLANDS**  
**MICHIGAN DNR: FOREST RESOURCE DIVISION**  
**MICHIGAN DNR: PARKS AND RECREATION DIVISION**  
**MICHIGAN NATURE ASSOCIATION**  
**MICHIGAN TECHNOLOGICAL UNIVERSITY**  
**MOLPUS WOODLANDS GROUP, LLC**  
**SWEDETOWN TRAILS CLUB**  
**THE NATURE CONSERVANCY**  
**UPPER PENINSULA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**  
**USDA FOREST SERVICE, OTTAWA NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the above-listed parties, hereinafter referred to as “Cooperators” and members of Keweenaw Invasive Species Management Area (KISMA).

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. They named the cooperative the Keweenaw Invasive Species Management Area (KISMA). In 2013, twenty-two organizations signed the initial 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 the Joint Chiefs Landscape Restoration Partnership.

## **I. PURPOSE**

The purpose of this MOU is to document the cooperation between the parties and 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 efforts 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, as shown in 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 the area 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 to prevent and manage invasive species across land ownership boundaries and to foster native aquatic and terrestrial communities.

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.
- 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 Strategic Plan and organize KISMA meetings.

- B. Agree to be a member of the Keweenaw Invasive Species Management Area, which covers the area depicted on the Cooperative Invasive Species Management Area (CISMA) map in

Exhibit A.

- C. Contribute available material and staff resources within the service area to be used for public education and raising awareness of invasive species, including preventative steps and management techniques. Each Cooperator directs their own activities and resources contributed.
- D. Agree to the formation of a Steering Committee to provide direction, expertise, and oversight in order to identify opportunities for KISMA activities regarding invasive species management within the KISMA area.
- 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 one of the Cooperators 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 and to establish strategies and priorities based on the non-native invasive species and their potential for further spread and subsequent damage.
- I. Agree to coordinate priorities, actions, resources, personnel, and equipment for preventing, eradicating, containing, and controlling invasive species within the KISMA area.
- J. 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 representative 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 awards 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.
- K. Nothing in this MOU shall be interpreted as a waiver of sovereign immunity for any entity possessing sovereign immunity, including such entity's officials, employees, or instrumentalities.
- L. 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 and awareness programs; and mechanical, biological, cultural, and chemical controls. Members will ensure that management of invasive species will incorporate effective and safe control measures. Where applicable, any commercial pesticide applicators should be licensed and insured.

M. 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 notification to determine if there is a conflict of interest. If a conflict of interest is identified, the conflict will be brought to all the existing Cooperators. Once discussed, a majority vote will either agree to add or withhold adding the new potential Cooperator. If no conflict of interest is brought forward, the requesting additional party will be given a signatory page to join as a formal Cooperator. A contact for the requesting party will sign, and the KISMA Coordinator will sign on behalf of all other formal Cooperator organizations. Finally, the Forest Service will sign, the requesting party will be added to the MOU, and the Forest Service will mail an updated MOU to all members.

#### **IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE COOPERATORS THAT:**

- A. Any KISMA members are welcome to serve on the Steering Committee, as membership is voluntary. 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 invasive species contacts for all the member organizations, listed in Exhibit B. Individuals listed in Exhibit B are authorized to act in their respective areas for matters related to this agreement.
- 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 applicable 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 debarment 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 Cooperator, at Cooperator's address shown in the MOU or such other address designated within the MOU (Appendix B).

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 Cooperators 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, 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, 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, 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 vehicles, 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 their participation in this MOU in whole, or in part, at any time before the date of expiration, upon written notice to the KISMA Coordinator and USDA Forest Service.
- 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 December 31, 2024 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 and 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  
Keweenaw Invasive Species Management Area (KISMA)**

Note: The signatories' signatures are not included in this version of the document, instead, the table below is provided:

<b>Organization</b>	<b>Name &amp; Title</b>	<b>Date</b>
Gratiot Lake Conservancy	Bonnie Hay, President	05/19/2020
Great Lakes Region Forestland Group	Shawn P. Hagan, Senior Director of Forest Operations	05/05/2020
Houghton Keweenaw Conservation District	Gina Nicholas, Chair	04/25/2020
Iron Baraga Conservation District	Dale Carlson, Chair	05/16/2020
Isle Royale National Park	Denice Swanke, Acting Superintendent	10/13/2020
Isle Royale & Keweenaw Parks Associations	Darcy Rutkowski, Secretary/Treasurer	04/23/2020
Keweenaw Bay Indian Community	Warren C. Swartz Jr., President	05/27/2020
Keweenaw Land Trust	Erik Lilleskov, President	06/15/2020
Keweenaw National Historic Park	Wyndeth Davis, Superintendent	05/11/2020
Lyme Great Lakes Timberlands	Jeff Joseph, Area Manager	04/19/2020
Michigan DNR Forest Resource Division	Brad Carlson, Unit Manager, Baraga Forest Management Unit	04/20/2020
Michigan DNR Park and Recreation Division	Ben Travis, Stewardship Unit Representative	10/14/2020
Michigan Nature Association	Garret Johnson, Executive Director	06/10/2020
Michigan Technological University	Jim Baker, Executive Director of Innovation and Industry Engagement	09/02/2020
The Molpus Woodlands Group, LLC	Ken Sewell, Chief Operating Officer	04/23/2020
The Nature Conservancy	Patrick Doran, Associate State Director	05/04/2020
Swedetown Trails Club	Craig Hughes, Club President	08/08/2020
Upper Peninsula Resource Conservation & Development Council	William Rice, Chairperson	04/30/2020
USDA Forest Service, Ottawa National Forest	Darla Lenz, Forest Supervisor	01/20/2021
U.S. Forest Service	Cathy Ansami, Grants Management Specialist	04/15/2020



## **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.

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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





**Keweenaw Invasive Species Management Area  
Memorandum of Understanding  
EXHIBIT B – Principal Contacts and Signatories**

<u>Organization</u>	<u>Principal Contact</u>	<u>Address</u>	<u>Phone</u>	<u>Email</u>	<u>Signatory</u>
Gratiot Lake Conservancy	Bonnie Hay, President	P.O. Box 310 Mohawk MI 49950	906-337-5476	bonnie@ gratiotlakeconservancy.org	Bonnie Hay, President
Forestland Group	Shawn Hagan	200 Michigan Street, Suite 722 Hancock, MI 49930	906.487.7491	shawn@forestlandgroup.com	Shawn P. Hagan Senior Director of Forest Operations, Great Lakes Region
Houghton Keweenaw Conservation District	Gina Nichols, Chair	205 Michigan St., Office 2, Hancock MI 49931	906-482-0214	wildlandco@gmail.com	Gina Nichols, Chair
Iron Baraga Conservation District	Jen Ricker, Administrator	2 S. Sixth St. Crystal Falls, MI 49920	906-875-3765	ironbaragacd@gmail.com	Dale Carlson, Chair
Isle Royale National Park	Lynette Potvin, Ecologist	800 East Lakeshore Drive Houghton, MI 49931	906-487-7159	lynette_potvin@nps.gov	Heather Boyd, Acting Superintendent
Isle Royale & Keweenaw Parks Association	Darcy Rutkowski, Secretary/Treasurer	800 East Lakeshore Drive, Houghton MI 49931.	906-869- 1390	mqtbob@gmail.com	Darcy Rutkowski, Secretary/Treasurer
Keweenaw Bay Indian Community	David Runquist, Invasive Species Coordinator	14359 Pequaming Road, L'Anse MI 49946.	906-524-5757 ext. 28	drunquist@kbic-nsn.gov	Warren C. Swartz Jr., President
Keweenaw Land Trust	Evan McDonald, Executive Director.	801 N. Lincoln Dr. Suite 306, Hancock MI 49930	906-482-0820	evanmcdonald@ keweenawlandtrust.org	Erik Lilleskov, President
Keweenaw National Historical Park	Steve Delong, Landscape Architect.	25970 Red Jacket Road, Calumet, MI 49913.	906-483-3022	steve_delong@nps.gov	Wyndeth Davis, Superintendent
Lyme Great Lakes Timberlands	Jeff Joseph, Area Manager	15800 Mead Road, L'Anse MI 49946	906-524-2944	jjoseph@lymegreatlakes.com	Jeff Joseph, Area Manager

<b><u>Organization</u></b>	<b><u>Principal Contact</u></b>	<b><u>Address</u></b>	<b><u>Phone</u></b>	<b><u>Email</u></b>	<b><u>Signatory</u></b>
Michigan DNR: Forest Resource Division	Brad Carlson, Unit Manager, Baraga Forest Management Unit	Baraga Service Center 427 US-41 North, Baraga MI 49908	906-353-6651	CARLSONB@michigan.gov	Brad Carlson, Unit Manager, Baraga Forest Management Unit
Michigan Nature Association	Nancy Leonard	2310 Science Parkway, Suite 100, Okemos, MI 48864	866-233-2231, 906-369-1374	nancy@einerlei.com	Garret Johnson, Executive Director
Michigan Technological University	Dr. Sigrid Resh	Office 116 Forestry Building. Houghton MI 49931	906-487-1139	kisma.up@gmail.com	Jim Baker, Executive Director of Innovation and Industry Engagement
Molpus Woodlands Group, LLC	Mark A. Korkko, Property Manager	47040 Sheridan Place, Houghton, MI 49931	906-523-5525	mkorkko@molpus.com	Mark A. Korkko, Property Manager
The Nature Conservancy	Chris Cantway	101 S. Front Street, Suite 105, Marquette MI 49855	906-225-0399	<a href="mailto:ccantway@tnc.org">ccantway@tnc.org</a>	Patrick Doran, Associate State Director
Swedetown Trails Club	Barb Flanagin	56641 Osceola Road, Calumet MI 49913		bjflanagin@yahoo.com	Craig Hughes, Club President
Upper Peninsula Resource Conservation & Development Council	Nick Cassel	To be determined.	906-225-0215	nick.cassel@uprcd.org	William Rice, Chairperson
USDA Forest Service, Ottawa National Forest	Ian Shackelford, Botanist	E6248 US Highway 2 Ironwood MI 49938	906-285-6911	<a href="mailto:ian.shackelford@usda.gov">ian.shackelford@usda.gov</a>	Jon M. Stansfield, Forest Supervisor
USDA, Natural Resources Conservation Service	Allison George, Soil Conservationist.	16403 Ojibwa Industrial Park Road Baraga MI 49908	906-353-8225 x101	Allison.George@mi.usda.gov	William Elder, NRCS Area Conservationist