

Document Number: 0001
Effective Date: ____/2011
Expiration Date: ____/2016

MEMORANDUM OF UNDERSTANDING (#0001)

Between

Ashland County Land and Water Conservation Department
Bad River Band of Lake Superior Tribe of Chippewa Indians
Bayfield County Land and Water Conservation Department
Douglas County Land and Water Conservation Department
Great Lakes Indian Fish & Wildlife Commission
Iron County Land and Water Conservation Department
Natural Resources Conservation Service
National Park Service, Apostle Islands National Lakeshore (G2148060046)
National Park Service, St. Croix National Scenic Riverway (G2148060046)
The Nature Conservancy, Wisconsin Chapter
USDA Forest Service, Chequamegon-Nicolet National Forest (06-MU-11091300-015)
U.S. Fish and Wildlife Service, Whittlesey Creek National Wildlife Refuge
U.S. Geological Survey, Great Lakes Science Center
UW Cooperative Extension
Wisconsin Department of Natural Resources

(hereinafter referred to as Interested 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 (“Weed”) programs among the above mentioned Interested Parties.

Various organizations or individuals may, at any time, choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA). These cooperators or “Informal Participants” will be required to sign a signatory page stating that they will voluntarily participate under the applicable guidelines (or applicable articles) in this MOU. See Appendix A for a list of cooperators.

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 a species indigenous to Wisconsin, and includes an individual specimen.

d. “Non-native species” means any species, including its seeds, spores, or other biological material capable of propagating that species, that is not indigenous to Wisconsin, and includes an individual specimen.

e. “Invasive species” means non-native species including hybrids, cultivars, subspecific taxa, and genetically modified variants whose introduction causes or is likely to cause economic or environmental harm or harm to human health, and includes individual specimens, eggs, larvae, seeds, propagules and any other viable life–stages of such species.

f. The Northwoods Cooperative Weed Management Area is geographically defined as the lands and waters within the geopolitical boundaries of Ashland, Bayfield, Douglas and Iron counties and the Bad River Band of the Lake Superior Tribe of the Chippewa Indians Reservation.

g. The Northwoods Cooperative Weed Management Board (NCWMB) is made up of both the Interested Parties and Informal Participants.

Invasive, non-native species are recognized as a widespread and increasing problem in northern Wisconsin, with serious and detrimental effects occurring on public and private lands and waters. Invasive, non-native plant species are displacing native plant communities throughout Ashland, Bayfield, Douglas and Iron counties.

ARTICLE 2 - LEGISLATIVE AUTHORITY

For the National Park Service, the legal authority for entering into this agreement is the National Park Service Organic Act (16 U.S.C. §§1-3). This is a general management authority for entering into a memorandum of understanding to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding.

For the Bad River Band of the Lake Superior Tribe of the Chippewa Indians, the legal authority for entering into this agreement is Article VI, Section 1(a) of the Bad River Constitution.

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 a Weed 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 a Weed Management Program in the region by encouraging sharing of resources, information, expertise, and effort on a willing and 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 a Weed Management Plan which will be created for the Northwoods Cooperative Weed Management Area (NCWMA).
- b. Share information among the Interested Parties and provide assistance and expertise regarding invasive species management (e.g. control methods, introduction prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.
- c. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning on lands and waters within the Northwoods Cooperative Weed Management Area (NCWMA).
- d. Utilize the Bayfield County Land and Water Conservation Department as the fiscal administrator for any grants or financial support received by the Northwoods Cooperative Weed Management Area. Projects conducted on reservation must enter into a separate memorandum of agreement for the fiscal administration of any grants or financial support received by the Northwoods Cooperative Weed Management Area.
- e. Review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Amendments shall become effective upon approval by all Interested Parties.

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.

ARTICLE 4 - TERM OF AGREEMENT

This MOU will become effective upon signature of each of the Interested Parties and fully effective upon the first date shown. It expires five years from the effective date at which time it

will be subject to review, renewal, or expiration. If the Interested 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 unanimously approved modification prior to any changes being performed. Any Interested 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, be added to the MOU at anytime. All signatories will be notified of any additional party 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 signatory may choose to withdraw from the MOU. If the signatory does not choose to withdraw, then the additional party with the conflict of interest may not be added to 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: During the performance of this MOU, the Interested 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. Indian Preference: Notwithstanding sections a & b above, Tribal government parties to this MOU, including inter-tribal agencies, will apply Indian preference consistent with each agency's policies and the federal Indian Self Determination & Education Assistance Act.

d. Promotions: None of the Interested 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.

e. Publications of Results and Studies: None of the Interested 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.

f. Indemnification: Each party shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other 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.

g. 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.

ARTICLE 10 - KEY OFFICIALS AND SIGNATURES

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

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U.S. Geological Survey, Great Lakes Science Center
UW Cooperative Extension
Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Ashland County Land and Water Conservation Department:

typed name and title

Date

Key Official:

(Name)

(Title)

(Address)

Phone:

Fax:

Email:

MEMORANDUM OF UNDERSTANDING (#0001)

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the Bad River Band of Lake Superior Tribe of Chippewa Indians:

Eugene Bigboy, Tribal Chairman

Date

Key Official:

Eugene Bigboy, Tribal Chairman
Bad River Band of Lake Superior Tribe of Chippewa Indians
PO Box 39, 100 Maple St.
Odanah, WI 54861
Phone: 715-682-7111

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UW Cooperative Extension
Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Bayfield County Land and Water Conservation Department:

typed name and title

Date

Key Official:

(Name)

(Title)

(Address)

Phone:

Fax:

Email:

MEMORANDUM OF UNDERSTANDING (#0001)

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Douglas County Land and Water Conservation Department:

typed name and title

Date

Key Official:

(Name)

(Title)

(Address)

Phone:

Fax:

Email:

MEMORANDUM OF UNDERSTANDING (#0001)

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Great Lakes Indian Fish & Wildlife Commission:

James Zorn, Executive Administrator

Date

Key Official

James Zorn, Executive Administrator
Great Lakes Indian Fish & Wildlife Commission
PO Box 9, 100 Maple St.
Odanah, WI 54861
Phone: 715-682-6619

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for Iron County Land and Water Conservation Department:

typed name and title

Date

Key Official:

(Name)

(Title)

(Address)

Phone:

Fax:

Email:

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the Natural Resources Conservation Service:

Pat Leavenworth, State Conservationist

Date

Key Official:

Pat Leavenworth, State Conservationist
Natural Resources Conservation Service
8030 Excelsior Dr.
Madison, WI 53717-2906
Phone: 608-662-4422
Fax: 608-662-4430
Email: pat.leavenworth@wi.usda.gov

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the National Park Service, Apostle Islands National Lakeshore:

Bob Krumenaker, Superintendent

Date

Key Official:

Bob Krumenaker, Superintendent

National Park Service, Apostle Islands National Lakeshore

Address: 415 Washington Ave. Bayfield, WI 54814

Phone: 715-779-3398

Fax: 715-779-3049

Email: Bob_Krumenaker@nps.gov

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the National Park Service, St. Croix National Scenic Riverway:

Tom Bradley, Superintendent

Date

Key Official:

Tom Bradley, Superintendent

National Park Service, St. Croix National Scenic Riverway

Address: 401 Hamilton Street, P.O. Box 708, St. Croix Falls, WI 54024

Phone: 715-483-3284

Fax: 715-483-3288

Email: Tom_Bradley@nps.gov

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UW Cooperative Extension
Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for The Nature Conservancy, Wisconsin Chapter:

Mary Jean Huston, State Director

Date

Key Official:

Mary Jean Huston, State Director

The Nature Conservancy

633 West Main Street

Madison, WI

Phone: 608-251-8140

Fax: 608-251-8535

Email: mhuston@tnc.org

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11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the U.S. Fish and Wildlife Service, Whittlesey Creek NWR:

Tom Kerr, Refuge Manager

Date

Key Official:

Tom Kerr, Refuge Manager
U.S. Fish and Wildlife Service, Whittlesey Creek NWR
29270 HWY G
Ashland, WI 54806
Phone: 715-685-2678
Fax: 715-685-2680
Email: tom_kerr@fws.gov

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11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the USDA Forest Service, Chequamegon - Nicolet National Forest:

Anne Archie, Forest Supervisor

Date

Key Official:

Anne Archie, Forest Supervisor
USDA Forest Service, Chequamegon - Nicolet National Forest
1170 4th Ave S.
Park Falls, WI 54552
Phone: (715) 762-5177
Email: aarchie@fs.fed.us

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UW Cooperative Extension
Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the U.S. Geological Survey, Great Lakes Science Center:

Steve Longacre, Administrative Officer

Date

Key Official:

Steve Longacre, Administrative Officer
U.S. Geological Survey, Great Lakes Science Center
1451 Green Road
Ann Arbor, MI 48105
Phone: 734.214.7203
Email: slongacre@usgs.gov

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Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the UW Cooperative Extension:

typed name and title

Date

Key Official:

(Name)

(Title)

(Address)

Phone:

Email:

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UW Cooperative Extension
Wisconsin Department of Natural Resources

11. KEY OFFICIALS AND SIGNATURES (continued)

Signatory for the Wisconsin Department of Natural Resources:

Scott Hassett, Secretary

Date

Key Official:

Scott Hassett, Secretary
Wisconsin Department of Natural Resources
PO Box 7921
101 S. Webster Street
Madison, WI 53707-7921
Phone: 608-261-7580
Email: Scott.Hassett@dnr.state.wi.us

APPENDIX A

COOPERATORS (“INFORMAL PARTICIPANTS”)

Bayfield County Lakes Forum
Delta Area Lakes Association
Douglas County Association of Lakes & Streams
Iron River Lakes Association
Northern Native Plantscapes
Sigurd Olson Environmental Institute & Northland College
The Friends of the Bird Sanctuary
The Friends of the St. Croix Headwaters
Town of Washburn
Upper St. Croix Lake Association

We (I) choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA) under the applicable guidelines (or applicable articles) in this MOU (#0001) to the best of my ability.

KEY OFFICIAL AND SIGNATURE

Signatory for the Bayfield County Lakes Forum:

Roger Dreher, President

Date

Key Official:

Roger Dreher, President

46560 Tri Lakes Road

Drummond, WI 54832

Phone: 715-798-3851

Fax: 715-798-3854

Email: rhdreher@aol.com

Northwoods CWMA Memorandum of Understanding

We (I) choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA) under the applicable guidelines (or applicable articles) in this MOU (#0001) to the best of my ability.

KEY OFFICIAL AND SIGNATURE

Signatory for the Delta Area Lakes Association:

Karen Austin

Date

Key Official:

Karen Austin

413 W. 3rd street

Washburn, WI

Phone: 715-373-5103

Email: knb@cheqnet.net

Northwoods CWMA Memorandum of Understanding

We (I) choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA) under the applicable guidelines (or applicable articles) in this MOU (#0001) to the best of my ability.

KEY OFFICIAL AND SIGNATURE

Signatory for the Douglas County Association of Lakes & Streams:

Polly Edmunds

Date

Key Official:

Polly Edmunds

11191 S. Engstad Rd.

Solon Springs, WI 54873

Phone: 715-378-4403

Email: pedmunds@centurytel.net

Northwoods CWMA Memorandum of Understanding

We (I) choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA) under the applicable guidelines (or applicable articles) in this MOU (#0001) to the best of my ability.

KEY OFFICIAL AND SIGNATURE

Signatory for the Iron River Lakes Association:

John Podlesny, President

Date

Key Official:

John Podlesny
64110 Co Hwy H
Iron River, 54847
Phone: 715-372-8595

We (I) choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA) under the applicable guidelines (or applicable articles) in this MOU (#0001) to the best of my ability.

KEY OFFICIAL AND SIGNATURE

Signatory for the Northern Native Plantscapes:

Sarah Boles, Owner

Date

Key Official:

Sarah Boles, Owner

Northern Native Plantscapes

25350 S. Garden Ave.

Cable, WI 54821

Phone: 715-794-2548

Email: florabee@hotmail.com

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KEY OFFICIAL AND SIGNATURE

Signatory for the Sigurd Olson Environmental Institute & Northland College:

Grant Herman, Director

Date

Key Official:

Grant Herman, Director

Sigurd Olson Environmental Institute of Northland College

1411 Ellis Ave.

Ashland WI 54806

Phone: 715-682-1332

Fax:

Email: gberman@northland.edu

Northwoods CWMA Memorandum of Understanding

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KEY OFFICIAL AND SIGNATURE

Signatory for the The Friends of the Bird Sanctuary:

Scott Peterson

Date

Key Official:

Scott Peterson

PO Box 276

Gordon, WI 54838

Phone: 715-520-7732

Email: dss@bcmn.com

Northwoods CWMA Memorandum of Understanding

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KEY OFFICIAL AND SIGNATURE

Signatory for the The Friends of the St. Croix Headwaters:

Scott Peterson

Date

Key Official:

Scott Peterson

PO Box 276

Gordon, WI 54838

Phone: 715-520-7732

Email: dss@bcmn.com

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KEY OFFICIAL AND SIGNATURE

Signatory for the Town of Washburn:

Mark A. Morey, Town Chairman

Date

Key Official:

Mark A. Morey, Town Chairman
Town of Washburn, Bayfield County
27755 Cty Hwy C
Washburn, WI 54891
Phone: 715-373-0868
Email: mmorey@ncis.net

Northwoods CWMA Memorandum of Understanding

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KEY OFFICIAL AND SIGNATURE

Signatory for the Upper St.Croix Lake Association:

Polly Edmunds

Date

Key Official:

Polly Edmunds

11191 S. Engstad Rd.

Solon Springs, WI 54873

Phone: 715-378-4403

Email: pedmunds@centurytel.net