



## **Wisconsin Headwaters Invasives Partnership (WHIP) Renewal of MOU Agreement**

The enclosed document is our 2016 MOU Agreement for your reference. Over the past year, our Steering Committee and Coordinator have worked to preserve the integrity and purpose of the original 2010 document, and the only items changed are summarized below.

- **In Article 3:** Wording now reflects the fact that WHIP now has a Strategic Plan in place.
- **In Article 4:** Wording now explains that after five years, this MOU will again expire or be renewed.
- **Signature Pages:** Several signatory names need to reflect staff changes since 2010.
- The only clauses completely new to the MOU are seen in **Article 9 sections g and h.** (pg. 5-6) “Notices”, and “Text Messaging While Driving,” which were added by mutual agreement with the USDA-USFS.

## **MEMORANDUM OF UNDERSTANDING**

Between

USDA Forest Service, Chequamegon – Nicolet National Forest (16-MU-11091300-037)  
Natural Resources Conservation Service  
Great Lakes Indian Fish & Wildlife Commission  
Lac du Flambeau Band of Lake Superior Tribe of Chippewa Indians  
Wisconsin Department of Natural Resources  
Wisconsin Board of Commissioners of Public Lands  
The Nature Conservancy, Wisconsin Chapter  
Lumberjack RC&D Council  
Oneida County  
Vilas County  
Partners in Forestry Co-op  
Conserve School  
Trees For Tomorrow  
Wisconsin Department of Transportation  
Northwoods Land Trust

**(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 species programs among the above mentioned Interested Parties.

Various organizations or individuals may, at any time, choose to participate informally with the Wisconsin Headwaters Invasives Partnership (WHIP). These “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 or project specific agreement. See Appendix A of applicable document for a list of Informal Participants.

Definitions of terms in this agreement are as follows:

- a. “Introduction” means the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
- b. “Ecosystem” means the complex of a community of organisms and its environment.
- c. “Native species” means with respect to a particular ecosystem, a species that, other than as a result of an introduction, historically occurred or currently occurs in that ecosystem.
- d. “Non-native species” means with respect to a particular ecosystem, any species, including its seeds, spores, or other biological material capable of propagating that species, which has been introduced to the ecosystem by means of other than natural processes (e.g. human introduction, concurrent introduction with other native or non-native species).

- e. "Invasive species" means a species, typically non-native, that has competitive advantage because of:
  - a. the absence of natural diseases, insects, or other organisms that normally maintain its population in its place of origin;
  - b. the ability to grow earlier and more quickly than native species;
  - c. the ability to reproduce both rapidly and in great numbers; and/or
  - d. the ability to thrive in a wide variety of habitats.

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

- f. The area served by the Wisconsin Headwaters Invasives Partnership is geographically defined as the lands and waters within the geopolitical boundaries of Oneida and Vilas Counties and the Lac du Flambeau Band of the Lake Superior Tribe of the Chippewa Indians Reservation.
- g. The Wisconsin Headwaters Invasives Partnership Board 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 species are displacing native communities throughout Oneida and Vilas Counties.

## **ARTICLE 2 – LEGISLATIVE AUTHORITY**

This MOU is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

## **ARTICLE 3 – STATEMENT OF WORK**

It is the intent of this MOU to enhance the success of an invasive species management program by performing these efforts on all lands and waters, so as to limit the spread of invasive species. The intent of this MOU is also to enhance the potential for success of a cooperative 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. Support the activities defined within the Strategic Plan created and adopted in 2016 for the Wisconsin Headwaters Invasives Partnership (WHIP).

- 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 invasive species management planning on lands and waters within the Wisconsin Headwaters Invasives Partnership (WHIP) area.
- d. Utilize the Lumberjack Resource Conservation & Development (RC&D) Council as the fiscal administrator for any grants or financial support received by the Wisconsin Headwaters Invasives Partnership Board. Projects conducted on the Lac du Flambeau Band of the Lake Superior Tribe of Chippewa Indians Reservation may enter into a separate agreement for the fiscal administration of any grants or financial support received by the Wisconsin Headwaters Invasives Partnership Board.
- e. Review this MOU and request 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 expire five years from signature of first renewed partner, at which time it will be again subject to review, renewal or expiration. If the partners 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 any time. All signatories will be notified by the WHIP steering committee 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. 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 U.S.C. 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.”***

- b. Indian Preference: Notwithstanding section a 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.
- c. Promotions: None of the Interested Parties will publicize or otherwise circulate promotional material associated with activities undertaken pursuant to this MOU that states or implies endorsement of a product, service or position which the other Parties represent.
- d. Publications of Results and Studies: None of the Interested Parties will unilaterally publish a joint publication associated with activities undertaken pursuant to this MOU

without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Party may publish data after due notice and submission of the proposed manuscripts to the other Parties. In such instances, the Parties publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- e. 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.
- f. Debarment and Suspension: The Cooperator shall immediately inform the 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 the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- g. Notices: Any communications affecting the operations covered by this agreement given by the Forest Service or WHIP is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
  - 1. To the Forest Service Program Manager, at the address specified in the MOU.
  - 2. To the Cooperators, at the address shown in the MOU.Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- h. 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 Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- i. 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.