

## **MEMORANDUM OF UNDERSTANDING**

### **Between**

Monroe County Land Conservation Department  
WI USDA Natural Resources Conservation Service  
U.S. Fish and Wildlife Service, Necedah National Wildlife Refuge  
Wisconsin Department of Natural Resources - Division of Forestry  
Monroe County Towns Association  
Monroe County Highway Department  
Ho-Chunk Nation  
Department of the Army, Fort McCoy  
UW Cooperative Extension  
Monroe County Forestry & Parks Department

### **FOR**

**Monroe County Invasive Species Working Group  
Agreement Number IM-W91ESJ-20-103**

## **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 invasive species programs among the above mentioned Interested Parties. (Hereinafter referred to as Interested Parties)

Various organizations or individuals may, at any time, choose to participate informally with the Monroe County Invasive Species Working Group (MCISWG). 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. The current NR-40 List will be the reference

f. The Monroe County Invasive Species Working Group (MCISWG) is geographically defined to Monroe County.

g. The Monroe County Invasive Species Working Group Steering Committee (SC) is made up of both the Informal Participants and Interested Parties.

Invasive species are recognized as a widespread and increasing problem in Wisconsin, with serious and detrimental effects occurring on public and private lands and waters. Invasive plant species are displacing native plant communities throughout Monroe County.

## **ARTICLE 2 - LEGISLATIVE AUTHORITY**

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 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 an Invasive Species 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 an Invasive Species Management Plan which will be created for the Monroe County Invasive Species Working Group (MCISWG).

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 Monroe County.

d. Utilize the Monroe County Land Conservation Department as the fiscal administrator for any grants or financial support received by the Monroe County Invasive Species Working Group.

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 the SC.

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 takes effect beginning on the day after the last interested party signs. It expires 1 March 2025 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 the SC.

#### **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 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 326W, 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 – APPROVAL AUTHORITIES 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.

This MOU may be revised as necessary by mutual consent of the SC by execution of a written amendment signed and dated by all parties.

In addition to the key officials indicated on signature pages, the table below indicates the Point of Contact (POC) for each of the Interested Parties:

Interested Party	Point of Contact	POC Phone Number	POC email
Monroe County Land and Water Conservation Department	Bob Micheel, Director	608-269-8975	bob.micheel@co.monroe.wi.us
Natural Resources Conservation Service	Michelle Komiskey, District Conservationist	608-269-8136	michelle.komiskey@usda.gov
U.S Fish and Wildlife Service, Necedah National Wildlife Refuge	Mark Pfof, Private Lands Biologist	608-565-4418	mark_pfof@fws.gov
UW Cooperative Extension	William Halfman, Agriculture Agent	608-269-8722	william.halfman@co.monroe.wi.us
Wisconsin DNR - Division of Forestry	Megan Mickelson, Forest Liaison, Forest Ranger	608-633-5722	megan.mickelson@wisconsin.gov
Monroe County Town's Association	Sharon Folcey, Secretary	608-269-8463	folcey@centurytel.net
Monroe County Highway Department	David Ohnstad, Highway Commissioner	608-269-8740	david.ohnstad@co.monroe.wi.us
Ho-Chunk Nation	Randy Poelma, Environmental Science Program Manger	715-284-9851	Randy.poelma@ho-chunk.com
Department of The Army, Fort McCoy	Tim Wilder, Chief, Natural Resources Branch	608-388-5679	timothy.t.wilder.civ@mail.mil
Monroe County Forestry & Parks	Chad Ziegler	608-269-8635	chad.ziegler@co.monroe.wi.us

