

MEMORANDUM OF UNDERSTANDING (MOU)

between

THE CITY OF IRONWOOD, MICHIGAN STATE UNIVERSITY GOGEBIC COUNTY EXTENSION, WISCONSIN DEPARTMENT OF NATURAL RESOURCES, MICHIGAN DEPARTMENT OF AGRICULTURE, GOGEBIC COUNTY CONSERVATION DISTRICT, IRON COUNTY UNIVERSITY EXTENSION, MICHIGAN INVASIVE PLANT COUNCIL, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE, OTTAWA NATIONAL FOREST

This MOU is hereby made and entered into by and between the USDA Forest Service, Ottawa National Forest, hereinafter referred to as the **FOREST SERVICE** and the City of Ironwood, Michigan State University Gogebic County Extension, Wisconsin Department of Natural Resources, Michigan Department of Agriculture, Gogebic County Conservation District, Iron County University Extension, and Michigan Invasive Plant Council, hereinafter referred to collectively as **THE COOPERATORS**, under the provisions of the Watershed Restoration & Enhancement Authority under the 1999 Department of the Interior and Related Agencies Appropriations Act (a.k.a. "The Wyden Amendment).

I. PURPOSE:

The purpose of this MOU is to establish a cooperative weed management area covering Gogebic County, Michigan, and Iron County, Wisconsin. Cooperator groups would combine efforts and expertise with the ultimate goal of eradicating giant hogweed from the management area. Actions to be taken include public education, site documentation, and mapping.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

This MOU provides for cooperation in the eradication of the federal noxious weed, giant hogweed (*Heracleum mantegazzianum*), in Ironwood, Michigan. Giant hogweed is a public health hazard due to the severe dermal reactions caused by the plant sap. It is also an ecological threat to natural areas, particularly wetlands and moist woods where it can crowd out native vegetation leading to loss of plant diversity and soil erosion. First discovered in 2002, as of 2004 there are now approximately 19 known sites in the Upper Peninsula (all in Gogebic County), and another 5 sites in neighboring Iron county, Wisconsin (the only known sites in the State.)

Several organizations agree to the creation of a Cooperative Weed Management Area (CWMA) covering Gogebic County, Michigan and Iron County, Wisconsin. Member groups (known as the Cooperators) are interested in giant hogweed education, monitoring, control, coordination, reporting, and technical guidance. The ultimate goal of the CWMA is the eradication of giant hogweed from the management area.

III. THE FOREST SERVICE SHALL:

- A. Visit known and reported giant hogweed sites for inventory, data collection, and monitoring.
- B. Maintain GIS data on hogweed infestations and site data.
- C. Report sites to USDA APHIS.
- D. Provide technical assistance on invasive plant management and control.

IV. THE COOPERATORS SHALL:**A. CITY OF IRONWOOD**

1. Contribute in-kind services for site visits, homeowner contracts, and contract inspection.
2. Estimate in-kind value: 30 days x \$120 per day = \$3,600.
3. Use Pulling Together Initiative grant to fund a contract for giant hogweed control in 2006 and onward as funding available.
4. Use Pulling Together Initiative grant to administer the grant and control contract.

B. MICHIGAN DEPARTMENT OF AGRICULTURE

1. Visit known and reported giant hogweed sites for inventory, data collection, and monitoring.
2. Provide technical assistance on giant hogweed management and control.
3. Pay for travel of local pesticide and plant pest specialist to infested areas.
4. Estimate value: 30 days x \$233 per day, plus \$1,586 travel = \$8,586.

C. MICHIGAN STATE UNIVERSITY GOGEBIC COUNTY EXTENSION

1. Conduct public education on giant hogweed.
2. Collect information from public on giant hogweed site reports.
3. Estimate value: 5 days x \$100 per day = \$500.

D. WISCONSIN DEPARTMENT OF NATURAL RESOURCES

1. Conduct public education on giant hogweed.
2. Visit giant hogweed sites for inventory, data collection, and monitoring.
3. Estimate value: 25 days x \$160 per day (early detection project coordinator), plus 12.5 days x \$80 per day (student assistant) = \$5,000.

E. GOGEBIC COUNTY CONSERVATION DISTRICT

1. Conduct public education on giant hogweed.
2. Visit some hogweed sites for data collection and species confirmation.
3. Estimate value: 10 days x \$100 per day = \$1,000.

F. IRON COUNTY UNIVERSITY EXTENSION

1. Conduct public education on giant hogweed.
2. Collect information from public on giant hogweed site reports.
3. Estimate value: 5 days x \$100 per day = \$500.

G. MICHIGAN INVASIVE PLANT COUNCIL

1. Create and maintain a giant hogweed web page, including identification and safety information, current distribution, photos, and control methods.
2. Estimate value: \$1,000.

The attached Cooperator Contribution Plan outlines expected independent contributions by Cooperators.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

1. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or the Cooperators to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the Cooperators will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
2. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
5. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and the Cooperators and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the Cooperators and the subsequent written concurrence of the other(s). Either the Forest Service or the Cooperators may terminate this MOU with a 60-day written notice to the other(s).
6. RESPONSIBILITIES OF PARTIES. The Forest Service, Cooperators and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives.

Cooperator Project Contact

Pat Merrill, Ironwood Community
Development Director
City of Ironwood/Municipal Govt.
213 S. Marquette St.
Ironwood, MI 49938
Phone: 906-932-5050
FAX: 906-932-5745
E-Mail: merrillp@cityofironwood.org

Cooperator Signatory

Date

Cooperator Project Contact
Joyce Price, Office Manager
MSU Gogebic Co. Ext./State Govt.
104 S. Lowell
Ironwood, MI 49938
Phone: 906-932-1420
FAX: 906-932-9762
E-Mail: joyceprice@hotmail.com

Cooperator Signatory

Date

Cooperator Project Contact

Kelly Kearns, Plant Conservation
Program Manager
WDNR/State Govt.
PO Box 7921
Madison, WI 53707-7921
Phone: 608-267-5066
FAX: 608-266-2925
E-Mail: Kelly.Kearns@dnr.state.wi.us

Cooperator Signatory

Date

Cooperator Project Contact

Dennis Robinson, Agriculture Inspector
MI Depart. of Agriculture/State Govt.
1030 Wright St.
Marquette, MI 49855
Phone: 906-228-9998
FAX: 906-228-7429
E-Mail: robinsond9@michigan.gov

Cooperator Signatory

Date

Cooperator Project Contact
Sandy Lahtinen, Administrator
Gogebic Co. Conservation District/
State Govt.
100 W Cloverland Dr.
Ironwood, MI 49938
Phone: 906-932-3614
FAX: 906-932-3992
E-Mail: sandyl@chartermi.net

Cooperator Signatory

Date

Cooperator Project Contact

Will Andresen, Community Resource
Development Agent
Iron Co. University Ext./State Govt.
300 Taconite St.
Suite 118
Hurley, WI 54534
Phone: 715-561-2695
FAX: 715-561-2704
E-Mail: will.andresen.@ces.uwex.edu

Cooperator Signatory

Date

Cooperator Project Contact
Amy Frankmann, Chair
Michigan Invasive Plant Council/
Non-profit Organization
101 E Grand River Ave.
Lansing, MI 48906
Phone: 517-381-0437
FAX: 517-381-0638
E-Mail: afrankmann@tnc.org

Cooperator Signatory

Date

COOPERATOR CONTRIBUTION PLAN

	Forest Service	City of Ironwood	Gogebic Extension	Iron County Extension	Gogebic County Cons. District	Michigan Dept. of Agric.	Wisconsin DNR	Michigan Invasive Plant Council	Total
COST ELEMENTS	Value of In-Kind Contrib.	Value of In-Kind Contrib.	Value of In-Kind Contrib.	Value of In-Kind Contrib.	Value of In-Kind Contrib.	Value of In-Kind Contrib.	Value of In-Kind Contrib.	Value of In-Kind Contrib.	
Direct Costs									
Salaries/Labor	\$3,000.00	\$21,000	\$500.00	\$500.00	\$1,000.00	\$7,000.00	\$5,000.00	\$1,000.00	\$39,000.00
Travel						\$1,586.00			\$1,586.00
Equipment Use									\$0.00
Supplies		\$2,000.00						-	\$2,000.00
Materials									\$0.00
Printing		\$1,000.00							\$1,000.00
Subtotal	\$3,000	\$24,000	\$500	\$500	\$1,000	\$8,586	\$5,000	\$1,000	\$43,586.00
Total	\$3,000.00	\$24,000.00	\$500.00	\$500.00	\$1,000.00	\$8,586.00	\$5,000.00	\$1,000.00	\$43,586.00