

**OAKLAND COUNTY COOPERATIVE INVASIVE SPECIES MANAGEMENT AREA  
MEMORANDUM OF UNDERSTANDING**

*Revised December 2018*

This Memorandum of Understanding (MOU) is made and entered into by and among the undersigned entities, which are collectively referred to in this MOU as the “Members” or individually as a “Member.”

In 2014, certain Members entered into an Oakland County Cooperative Invasive Species Management Area (OC CISMA) by signing the MOU. In 2015 and again in 2017, the Members terminated the MOU and entered into a new MOU that is being amended and restated herein.

Members of this CISMA may include governmental units (such as townships, cities or villages, or Oakland County), institutions of higher education, and non-profit conservation organizations that share a common interest or have expertise in the areas of invasive species management in Oakland County.

**I. PURPOSE:**

The purpose of this MOU is to establish and document an organizational framework of collaboration and cooperation between the Members to work toward addressing the effects of invasive species across jurisdictional boundaries.

**II. ESTABLISHMENT OF THE OC CISMA:**

The Members establish the Oakland County Cooperative Invasive Species Management Area (“OC CISMA”), which encompasses properties that are operated on or managed by the Members.

**III. STATEMENT OF MUTUAL INTENT, BENEFIT AND INTEREST:**

The Members of the CISMA are presently encountering invasive species control issues on lands within the OC CISMA and have a mutual intent to undertake and/or coordinate certain actions to address such issues, including, but not limited to the following:

- Administering programs for purposes of controlling and preventing the spread of invasive species;
- Education and outreach programs regarding invasive species and management methods; and
- Applying for grant funding to support the above. Collaborative projects involving several governmental units and/or organizations have a higher likelihood of receiving funding than projects involving a single government unit or organization.

The Members agree that it is to their mutual benefit and interest to work cooperatively to inventory, monitor, control, and prevent the spread of invasive species within and across

jurisdictional boundaries within the OC CISMA. This cooperative effort will achieve better management of invasive species while improving working relationships between the Members and the public.

#### **IV. STEERING COMMITTEE:**

The OC CISMA Steering Committee (the “Steering Committee”) has been established and shall consist of one (1) representative from each Member. Each Member is allowed to appoint alternate representatives. The Steering Committee representative and alternates shall be appointed by the governing body of each Member. The representative or alternate may not act on behalf of the member until the Steering Committee Secretary has received a signed MOU and verification of representative from the Member. Each Member shall have one vote.

By majority vote, the Steering Committee may allow additional parties to join the OC CISMA and be signatories to this MOU.

The Steering Committee shall: (i) assist in the coordination and/or undertaking of the actions described in Section III; (ii) provide expertise and oversight to invasive species management activities within the OC CISMA; (iii) provide expertise and coordinate grant applications of or for the Members relative to areas within the OC CISMA; (iv) be organized and undertake such other duties and responsibilities as set forth in the *Bylaws: OC CISMA Organization and Governance*; and (v) review and update those ByLaws as needed.

#### **V. GRANTS AND OTHER FUNDING:**

- A. The Steering Committee will work to identify opportunities for grant funding and other funding sources to carry out the programs, undertakings, activities, purposes and intentions of this MOU and shall assist the Members in making applications and coordinating commitments from the Members for matching funds relative to such applications.
- B. Each Member will decide whether to participate/join in a particular grant application or application for other funding. A Member must communicate this decision in writing to the Steering Committee. If a Member decides to participate/join in a particular grant application or other funding application, then the Member agrees to contribute matching funds in reasonable proportion to the amount of funding to be expended within and for the benefit of that Member’s community.
- C. The OC CISMA and Steering Committee do not meet the definition of legal entities. The Steering Committee will designate a Lead Agency (a legal entity) to apply for grants or other funding and to receive and distribute funds from grants or other funding sources. The Lead Agency shall not decide the allocation of funds among the Members. The allocation of funds shall be set forth in the grant application/agreement or other funding agreement and, if not, the Steering Committee, by majority vote, shall allocate the funds among the Members who participated/joined the grant application or other funding source application.
- D. Grant funds and other funding shall be used only for purposes that are allowed and intended under the grant application and any agreement or requirements issued by the funding agency

or organization. All Members participating in a grant shall fully and promptly cooperate and comply with all applicable grant application requirements, grant agreement requirements (including any accounting, auditing, record keeping requirements), other requirements of the funding agency or organization that are conditions of the award of the funding, and all applicable laws, rules, regulations, and ordinances.

## **VI. MISCELLANEOUS:**

- A. RETENTION OF JURISDICTION. Each Member retains primary jurisdiction, responsibility and management of lands under its ownership and jurisdiction, which may include, among other things, entering into separate arrangements to implement invasive species management activities.
- B. Each Member will, to the extent contemplated under this MOU, coordinate priorities, actions, and resources for preventing, eradicating, containing, and controlling invasive species within the OC CISMA.
- C. SUPPORTING PARTNERS. Other organizations that are supportive of, and interested in participating in some capacity in the undertakings implemented by the OC CISMA under this MOU may join as Supporting Partners without signing the MOU, and are not considered Members. This could include both organizations that support and assist the OC CISMA, and organizations that seek support and assistance from the OC CISMA. Supporting members are ineligible to vote
- D. NO TRANSFER OF REAL PROPERTY INTERESTS. This MOU does not transfer and does not intend to transfer real property rights that each Member has to its lands that are in the OC CISMA.
- E. PRINCIPAL CONTACTS. The principal contacts for each Member shall be the Steering Committee representative appointed by and for each Member.
- F. ADMINISTRATION OF FUNDING, CONTRACTS, PROPERTY. The manner, method, and requirements regarding the receipt, deposit, disbursement, and expenditure of funding under any grant or source of funding shall be proposed by the Executive Committee and approved by the Steering Committee. The manner, method and any requirements regarding the actions of entering into any contracts or acquiring, owning, taking custody, operating, maintaining, leasing, selling or disposing of personal property shall be proposed by the Executive Committee and approved by the Steering Committee unless additional funds are required from members which shall require approval by each Member's governing body.
- G. NON-EXCLUSIVE. This MOU is not exclusive and does not prohibit or restrict the ability, right, and option of a Member to make application for individual grants or to work cooperatively with other communities, agencies or organizations in making separate grant applications. Additionally, this MOU in no way restricts the Members from participating with other public or private agencies, organizations, and individuals in activities, programs or projects that are similar to those undertaken by Members.

H. TERMINATION. A Member may terminate its participation in the CISMA at any time, subject to the following: (i) A terminating Member shall provide the other Members at least ninety (90) days advance written notice of the effective date of its termination; and (ii) if a Member has committed to provide matching funds for a grant application, grant agreement or other funding agreement, then a Member may not terminate its participation in the CISMA until it pays the committed matching funds to the Lead Agency and fulfills all applicable grant or funding agreement requirements or unless a majority of the Steering Committee membership votes to allow such Member to terminate its participation in the CISMA without paying its matching funds and without fulfilling the applicable agreement requirements. Terminating participation in the CISMA does not relieve a Member from complying with the requirements of an executed grant agreement or other funding agreement.

This MOU shall continue in effect for so long as two or more Members remain or until the Steering Committee unanimously votes to dissolve the OC CISMA.

I. LIABILITIES. Each Party shall be responsible for the acts and omissions of its own employees, officials, and/or agents. Nothing herein is intended to waive governmental immunity provided in accordance with applicable law.

J. AMENDMENT OF MOU. Modifications or amendments of this MOU shall be set forth in a written amendment or restatement of this MOU that has been approved by the governing bodies of all Parties and signed by its designated official. Except that this MOU may be amended, pursuant to Section IV, to add additional parties; for such amendment to be effective the additional party must sign this MOU and forward the signature page to the Steering Committee Secretary.

K. The 2017 MOU is hereby amended and restated as *Revised December 2018*.

L. COUNTERPARTS & ELECTRONIC SIGNING. This MOU, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this MOU, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this MOU is sought. Signature to this MOU transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below:

*Signatures begin on the next page.*

\_\_\_\_\_ (MEMBER) \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Signatures continue on the next page.*

*(repeated)*