

## MEMORANDUM OF UNDERSTANDING

to establish the Duluth Collaborative Invasive Species Management Area  
AMONG IT'S PARTIES

This Memorandum of Understanding (MOU) is made and entered into by and among the signed "Parties" listed at the end of this MOU.

The agreement creates a voluntary network of independent agencies, organizations, businesses, and individuals which share common goals and have come together to achieve these goals through coordinated collaboration and cooperation. The Duluth Collaborative Invasive Species Management Area's mission is to help citizens and communities protect our lands from the damages caused by invasive species. The Stewardship Network has developed an organizational framework to support Cisma's. The Stewardship Network's model empowers regional invasive species partnerships to support, expand, and deepen the impact of invasive species management efforts. These regional invasive species partnerships go by several names, including Cooperative Invasive Species Management Area (Cisma), Cooperative Weed Management Area (CWMA), or Partnership for Regional Invasive Species Management (PRISM). The Duluth Cisma was created on May 1, 2017. Grant funding was sought out by the community with the help of The Stewardship Network as a response to address the local growing invasive species problem.

### **I. PURPOSE**

Through this document, the Parties of the Duluth Cisma establish and document an organizational framework to work together on invasive species management objectives, coordination and implementation efforts across jurisdictional boundaries, in a respectful, efficient and consistent manner.

### **II. ESTABLISHMENT OF THE DULUTH CISMA**

The geography covered by this agreement is defined as south St. Louis County, which encompasses properties that are operated and managed by the Parties and the combined geographical boundaries of all the townships, cities, and villages that are Parties to this MOU (Appendix A). The Party's jurisdiction may extend outside the green boundary in Appendix A, however this MOU is specific to the Duluth Cisma Boundary.

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 plant 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 plant species, including its seeds, spores or other biological material capable of propagating that species, that has been introduced to that ecosystem by means other than natural processes (e.g., human introduction, concurrent introduction with other native or non-native species, etc.)

- e. “Invasive species” means a species, typically non-native, that has competitive advantage over native plants or impacts/destroys native vegetation or trees because of one or more of the following:
- the absence of natural diseases, insects or other organisms that normally maintain the invasive plant’s population in its place of origin;
  - the ability to grow and leaf out earlier than native plants;
  - the ability to feed or nest in native trees, causing damage or death;
  - the ability to reproduce both rapidly and in great numbers; and/or
  - the ability to thrive in a wide variety of habitats and soil conditions

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

Invasive, non-native species are recognized as a widespread and increasing problem in northeastern Minnesota, with serious ecological, human health and economic impacts occurring on public and private lands and waters. Invasive, non-native terrestrial, airborne, aquatic and plant species and have the ability to displace native communities throughout St. Louis County.

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

The Parties to this MOU are presently encountering conservation, environmental, and stewardship issues on lands and waters within the Duluth Collaborative Invasive Species Management Area (CISMA). It is the intent to enhance the success of an invasive management program by performing these efforts on all lands and waters, so as to limit the spread of invasive species in the region by encouraging sharing of resources, information, expertise and effort on a 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:

- **INFORMATION EXCHANGE-** Share information and provide assistance and expertise regarding invasive species management (e.g., identification, control methods, introduction prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.
- **EDUCATION-** Increase public & staff awareness of invasive species. Provide opportunities to outside interest groups, private landowners and the public for involvement in carrying out weed management planning on the Parties’ lands and waters within the Duluth CISMA.
- **CONTROL -** Promote the effective, integrated management or eradication of priority exotic invasive species.
- **PREVENTION -** Prevent the establishment of new and regionally rare exotic invasive plant species infestations and spread of existing exotic invasive species infestations.

- COOPERATION - Facilitate development of cooperative agreements for local weed management which include opportunities for shared funding sources, resources, materials, personnel, including volunteers, expertise, equipment, etc. (e.g.-Participate and/or cooperate in the development of a Duluth CISMA invasive management plan.)
- 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.

The Parties agree that it is to their mutual benefit and interest to work cooperatively on conservation, environmental, and stewardship issues across jurisdictional boundaries within the Duluth CISMA. This collaborative effort will achieve better management and care of land and water, while improving working relationships between and among the Parties and the public.

### **I. EACH PARTY SHALL:**

- a. Agree to be a member of the Duluth CISMA as depicted on the attached map (see Exhibit A).
- b. Agree to the formation of a Leadership Team to provide direction, expertise, and oversight to activities within the Duluth CISMA. See Exhibit B for a list of current Leadership Team Representatives.
- c. Recognize that each party to this MOU retains primary responsibility and management discretion for lands under their jurisdiction.
- d. Work through their key contact or representative to provide necessary information to revise and update this MOU as necessary.

### **II. LEADERSHIP TEAM:**

The Duluth CISMA Leadership Team is established (Appendix B). It consists of a representative CISMA Partners that applied for the first start-up grant & a few that have been added for their expertise or past knowledge of invasive species in the area. Leadership Team Members may be added as needed for additional support, expertise, or staff turnover.

The Leadership Team shall: (i) assist in the coordination and/or undertaking of the actions described in Section IV; (ii) provide expertise and oversight to conservation, environmental, and stewardship activities within the Duluth CISMA; (iii) provide expertise and coordinate grant applications of or for the Parties relative to areas within the Duluth CISMA; and (iv) be organized and undertake such other duties and responsibilities as set forth in Appendix C.

### **III. 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.

**IV. CHANGES TO THE AGREEMENT**

Amendments or additional appendices may be developed and implemented by mutual written agreement of the signatories at any time without renegotiating the entire MOU. A party may also terminate its participation in this agreement after providing 30 days written notice to the other parties. Terminating this MOU does not relieve a Party from complying with the requirements of an executed grant agreement or other funding agreement.

**V. EFFECTIVE DATE OF THE AGREEMENT**

This agreement is effective on the date of the signature of the entity and will remain in effect for all parties unless and until they choose to formally terminate.

**VI. VOLUNTARY COMMITMENT**

This MOU reflects an entirely voluntary commitment among the parties hereto to cooperate and work together to achieve the vision articulated herein. This MOU in no way obligates or restricts the activity of any party hereto in any way. No Member shall obligate, or purport to obligate, any other Member with respect to any matter.

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

CITY OF DULUTH PARKS AND RECREATION

By: William Roche

Print Name: William Roche

Title: Parks and Recreation Manager City of Duluth

Date: August 22, 2018

MINNESOTA LAND TRUST

By: [Signature]

Print Name: Kris Larson

Title: Executive Director

Date: 08-14-2018

## CHESTER BOWL IMPROVEMENT CLUB

By: DAVE  
Print Name: DAVE SCHAEFFER  
Title: EXECUTIVE DIRECTOR  
Date: 08/22/18

## LEAGUE OF WOMEN VOTERS

By: Joan USA-Borchert  
Print Name: JOAN USA-BORCHERT  
Title: League of Women Voters - Observer  
Date: August 8, 2018

## WILD ONES -ARROWHEAD CHAPTER

By: Wild Ones - Arrowhead Chapter  
Print Name: Cathy Wood  
Title: chapter president  
Date: 8/15/2018

## LAKE SUPERIOR ZOO

By: Jessamy Schwartz  
Print Name: Jessamy Schwartz  
Title: Education Program Coordinator  
Date: 8/14/18

## DULUTH MONARCH BUDDIES

By: Tom Ucker  
Print Name: Tom Ucker  
Title: President of Duluth Monarch Buddies  
Date: 11-9-18

## PRAIRIE RESTORATIONS, INC.-BOREAL NATIVES

By: Prairie Restorations, Inc.Print Name: John P. KratochvilTitle: Assistant Site Manager/Land Management CoordinatorDate: 12/31/2018

## MINNESOTA DEPARTMENT OF AGRICULTURE

By: Whitney PlacePrint Name: Whitney PlaceTitle: Assistant CommissionerDate: 1/4/2019

## 1854 TREATY AUTHORITY

By: Millard J. MyersPrint Name: Millard J. MyersTitle: Executive DirectorDate: 12/21/18

## Cyclists of Gitchee Gumee Shores (COGGS)

By: Alec KadlecPrint Name: Alec KadlecTitle: ChairDate: 12/26/18

HARTLEY NATURE CENTER

By: Tom O'Rourke  
Print Name: Tom O'Rourke  
Title: Executive Director, Hartley Nature Center  
Date: 12/6/18

WESTERN LAKE SUPERIOR SANITARY DISTRICT (WLSSD)

By: Western Lake Superior Sanitary District (WLSSD)  
Print Name: Marianne Bohren  
Title: Executive Director  
Date: 11/29/18

SUPERIOR HIKING TRAIL ASSOCIATION

By: [Signature]  
Print Name: Danny Careff  
Title: Executive Director  
Date: 12/18/19

LAKE COUNTY INVASIVES TEAM

By: Lake County Invasives Team  
Print Name: Mackenzie Hoefel  
Title: Coordinator, Forester  
Date: 12.13.2019

DULUTH EAST HIGH SCHOOL FOREST, ISD 709

By: ISD709, East School Forest

Print Name: John Rudolph

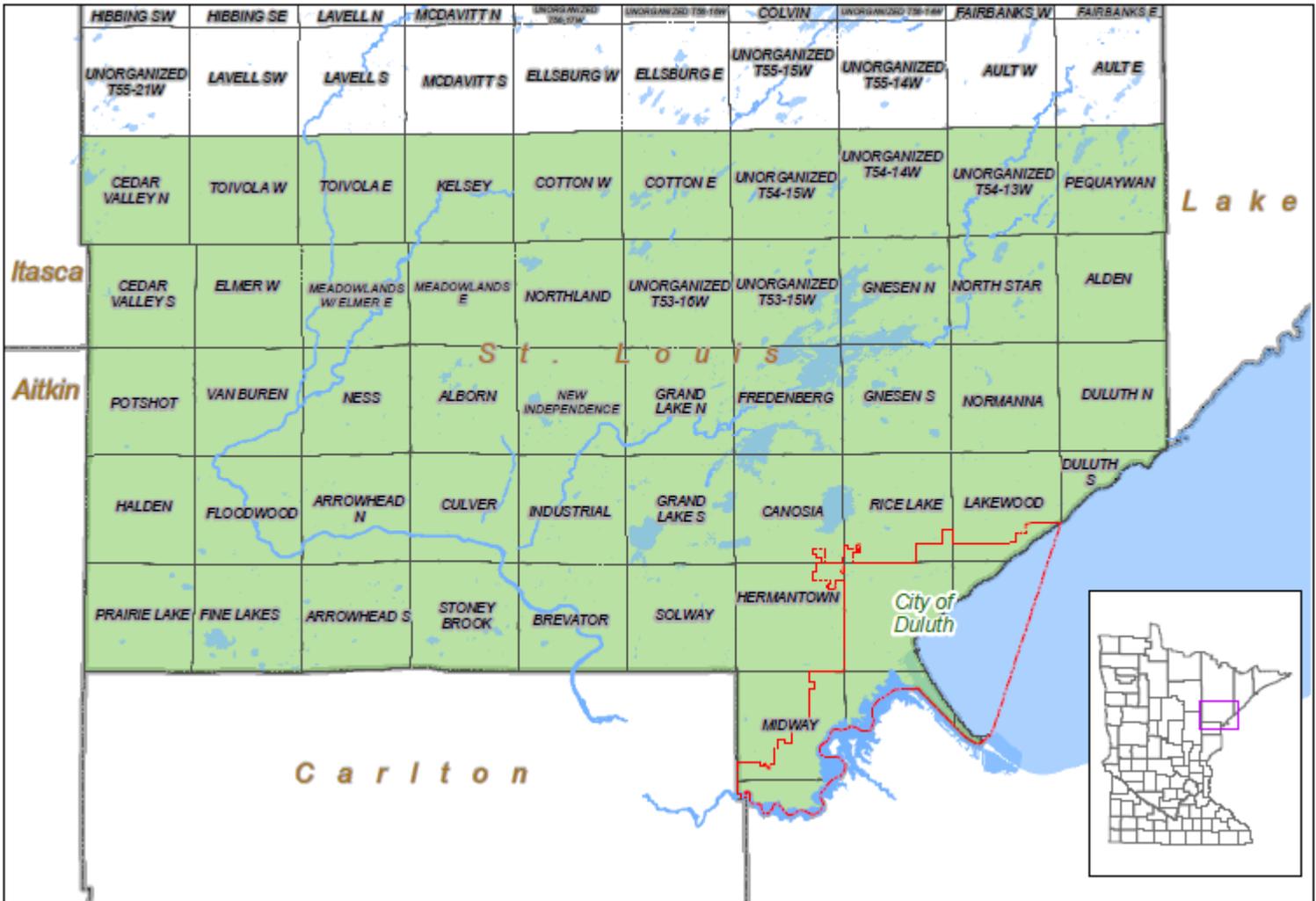
Title: Instructor

Date: 12/5/18

HAWK RIDGE BIRD OBSERVATORY

By: Hawk Ridge Bird observatory  
Print Name: Janelle Long Janelle J  
Title: Executive director  
Date: 8/15/18

**APPENDIX A: Duluth CISMA Service Area/Boundary Map**



## **APPENDIX B: LEADERSHIP TEAM**

<b><u>Name</u></b>	<b><u>Organization (if applicable)</u></b>	<b><u>Address</u></b>	<b><u>Email Address</u></b>	<b><u>Phone Number</u></b>
Mari Hardel	MN Dept of Ag	Duluth City Hall Parks & Rec- 411 W 1st St, Duluth, MN 55802	mari.hardel@state. mn.us	(218) 328-4397
Lori Seele	The Stewardship Network	Duluth City Hall Parks & Rec- 411 W 1st St, Duluth, MN 55802	lori@stewardshipnet work.org	(218) 393-9581
Cheryl Skafte	City of Duluth	Duluth City Parks Maintenance	cskafte@duluthmn. gov	(218) 730-4334
Diane Desotelle	City of Duluth	Duluth City Hall Parks & Rec- 411 W 1st St, Duluth, MN 55802	ddesotelle@duluth mn.gov	(218)730-4329
Jeffrey Flory	1854 Treaty Authority	4428 Haines Rd Duluth, MN 55811	Jflory@1854treatya uthority.org	Office (218) 722-8907 Cell (515) 360-1936
Brandon Van Tassel	Community Action Duluth Stream Corps	2424 W 5th St #102, Duluth, MN 55806	brandon@community actionduluth.org	(218) 770-8399
Judy Gibbs		2335 Wilkyns Ave Duluth, MN	gibbsjudy@aol.com	(218) 391-0886

## **Appendix C: LEADERSHIP TEAM ORGANIZATION**

The Leadership Team will:

- A. The Leadership Team will meet monthly, keep written records of all meetings and official copies of any documents relating to the undertakings of the Leadership Team, and pass all such records on to any successor of the Duluth Cisma.
- B. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed on the status of the issues that may affect working relationships.
- C. To the maximum extent possible, operate by consensus with a commitment to cooperation across jurisdictional boundaries.

The Leadership Team will conduct activities including but not limited to: A.

Convene meetings as necessary.

B. Maintain records of accomplishments.

C. Develop public relations, education, and training initiatives.

D. Actively seek cooperators, volunteers and alternate funding sources critical to the management success of the Duluth Cisma.

E. Prepare and provide to the Parties of this MOU an annual written report of project accomplishments.

F. Encourage cooperative relationships and active participation by all Parties to this MOU and any other interested parties.

G. Review and propose amendments and updates to the MOU, as necessary.