

FS Agreement No. 18-MU-11091000-019

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
ROUND ISLAND LIGHTHOUSE PRESERVATION SOCIETY
And The
USDA, FOREST SERVICE
HIAWATHA NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Round Island Lighthouse Preservation Society, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Hiawatha National Forest, hereinafter referred to as the "U.S. Forest Service."

Background:

Title: Maintain Round Island Lighthouse

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to manage and maintain the Round Island Lighthouse, associated buildings, and grounds in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service and the Round Island Lighthouse Preservation Society, a Michigan non-profit corporation, have established this agreement to help one another accomplish mutually beneficial objectives related to the preservation, restoration, maintenance, and interpretation of Lighthouse and grounds.

The Forest Service owns and administers the Lighthouse and grounds, which is listed in the National Register of Historic Places, located on the northwestern-most tip of Round Island in the straits of Mackinac, Michigan. It is the policy of Congress that the National Forests are administered for wilderness, outdoor recreation, range, timber, watershed and wildlife and fish purposes. The Forest Service is responsible for the Lighthouse, the historic artifacts and objects contained therein, and its associated buildings and grounds.

The Round Island Lighthouse Preservation Society is a Michigan non-profit corporation, designated as a public purpose charity by the US Department of Treasury, Internal Revenue Service, pursuant to Section 501 C (3) of the Internal Revenue Code. The Society was found solely to assist the Forest Service with facilitating the preservation of the Round Island Lighthouse and grounds, and to



provide public access, in accord with any approved Lighthouse Facility Management Plans and/or Historic Structures Reports. To this end, the Round Island Lighthouse Preservation Society intends to solicit and secure, with the consent of the Forest Service, grants and donations from both public and private sources to be used on the Lighthouse and grounds.

Additionally, the Round Island Lighthouse Preservation Society intends to assist the Forest Service in the provision of educational programs, interpretation of the history of the Lighthouse, collection of artifacts and memorabilia concerning the history of the Lighthouse and, when possible, creation of public accessible interpretative displays through mutually agreed upon partnership agreements.

In consideration of the above premises, the parties agree as follows:

III. COOPERATOR SHALL:

- A. Contribute to the management, maintenance and use of the Lighthouse and grounds as authorized through mutually agreed upon partnership agreements.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Prepare a Historic Structures Report to determine the most appropriate level of management, restoration, and use of the Lighthouse and grounds.
- B. Explore potential partnership agreements with the Cooperator to accomplish mutually beneficial objectives related to the preservation, restoration, maintenance, and interpretation of Lighthouse and grounds, as identified in the Historic Structures Report.

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

- A. **DISSOLUTION OF THE ROUND ISLAND LIGHTHOUSE PRESERVATION SOCIETY AND TRANSFER OF ASSETS.** Acknowledgement is made that upon dissolution of the Round Island Lighthouse Preservation Society nonprofit corporation, pursuant to the terms of its Bylaws, remaining assets may be donated to the Forest Service for use in furtherance of the maintenance and preservation of the Lighthouse and grounds.



B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Matthew McMullen Address: 5130 Willard Rd. City, State, Zip: Birch Run, MI 49515 Telephone: 989-928-7033 FAX: Email: mully48@comcast.net	Name: Charles R. Eckenstahler Address: 176 Indian Rdg. City, State, Zip: Michigan City, IN 46360 Telephone: 219-861-2077 FAX: Email: pctecken@comcast.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Kari Vanderheuel Address: W1900 US 2 City, State, Zip: St. Ignace, MI 49781 Telephone: 906-643-7900 x112 FAX: Email: kvanderheuel@fs.fed.us	Name: Tina Smith Address: 500 Hanson Lake Road City, State, Zip: Rhineland, WI 54501 Telephone: 715-362-1388 FAX: 715-369-8863 Email: tmsmith@fs.fed.us

C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator is sufficient only if in



writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.



- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- K. 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 cooperators, 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.
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Historic Preservation Programs of the U.S. Forest Service, Department of Agriculture, Hiawatha National Forest."

Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.



- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.
- 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 must, at minimum, include the following statement, in print size no smaller than the text:
- "This institution is an equal opportunity provider."***
- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. 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 Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.




R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through May 15, 2023 at which time it will expire.

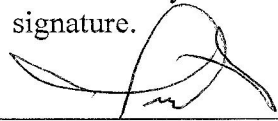
S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

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


MATTHEW MCMULLEN, Chairperson
Round Island Lighthouse Preservation Society
5/25/2018
Date


CHAD H. MORGAN, Forest Supervisor
U.S. Forest Service, Hiawatha National Forest
6/6/2018
Date

The authority and format of this agreement have been reviewed and approved for signature.


TINA SMITH
U.S. Forest Service Grants Management Specialist
5/11/18
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.