

MEMORANDUM OF UNDERSTANDING

NATIONAL PARK SERVICE

Pictured Rocks National Lakeshore
Sleeping Bear Dunes National Lakeshore
Keweenaw National Historical Park
Isle Royale National Park
River Raisin National Battlefield Park

STATE OF MICHIGAN

Michigan Department of Transportation
Michigan Department of Natural Resources
Michigan Department of Labor and Economic Opportunity

This Memorandum of Understanding (Agreement) is entered into between the National Park Service (NPS), a bureau of the United States Department of the Interior (Department), including Pictured Rocks National Lakeshore (PIRO), Sleeping Bear Dunes National Lakeshore (SLBE), Keweenaw National Historical Park (KEWE), Isle Royale National Park (ISRO), and River Raisin National Battlefield Park (RIRA), and the State of Michigan (SOM), including the Michigan Department of Transportation (MDOT), the Michigan Department Natural Resources (MDNR), and the Michigan Department of Labor and Economic Opportunity (MDLEO), for the purpose of collaborating on potential future Emerging Mobility initiatives at NPS locations in the State of Michigan. NPS, PIRO, SLBE, KEWE, ISRO, RIRA, and SOM may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

Article I. Background and Objectives

The SOM seeks to support the promotion and deployment of innovative mobility solutions throughout the State that generate economic growth, support improved mobility options for Michigan residents and visitors, and support a vibrant mobility industry in the State; and

The SOM also seeks to provide engaging and meaningful opportunities for safe and responsible recreation in public lands within the State and to promote efficient and safe travel via all modes of transportation. The Michigan Office of Future Mobility and Electrification (OFME), the MDOT, Michigan Outdoor Recreation Industry Office (ORIO), and MDNR, as well as other units of SOM government, support these functions; and

The NPS seeks to plan and demonstrate safe, innovative mobility technologies for public use in novel operating environments, including recreational and park settings, that address transportation and access challenges in and around NPS park units; and

The NPS also seeks to improve the environmental sustainability of visitation to NPS park units and to provide equitable access opportunities for all Americans and visitors to the United States to experience the unique places that the NPS preserves for the enjoyment of all people; and

In January 2020, NPS issued a Request for Information on Emerging Mobility/Automated Shuttles to which the SOM responded with interest; and

For the past two years, the NPS has been working with the SOM on sharing information on Emerging Mobility initiatives. Emerging Mobility includes, but is not limited to, Micromobility, Ride Hailing, Traveler Information Technologies, Automated Driving Systems, and Electric Vehicle Charging; and

There are five NPS locations within the State of Michigan: PIRO, ISRO, KEWE, SLBE, and RIRA. These parks could potentially engage in a partnership with the SOM regarding Emerging Mobilities and transportation innovation.

In consideration of the foregoing, the NPS and the SOM enter into this Agreement for the purpose of collaboration on potential future Emerging Mobility initiatives at NPS locations in the State of Michigan.

This Agreement is not a fiscal or funding instrument. The transfer or exchange of monies or funds will be authorized through separate mechanisms and instruments pursuant to applicable laws, regulations, and policies.

Article II. Authority

The NPS enters into this Agreement pursuant to the following legal authorities:

- 54 U.S.C. §§ 100101 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission.

MDLEO and MDNR enter into this Agreement pursuant to the authority granted to it by the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, specifically MCL 321.501, MCL324.504, and MCL 324.70302.

Article III. Responsibilities and Understandings of the Parties

A. The Parties jointly agree to:

1. Research potential innovative mobility projects, such as those that have the potential to improve environmental sustainability and/or visitor access, relieve traffic congestion issues, and/or improve safety in and around NPS park units in the State of Michigan, and develop project proposals for implementing them.
2. Explore and identify potential electric vehicle charging infrastructure projects that would enable NPS visitors and staff to have access to charging stations within NPS sites.
3. Plan and execute knowledge and information sharing opportunities to support the advancement of innovative mobility and electrification initiatives related to public lands visitation and tourism.
4. Participate in community engagement efforts to develop plans and proposals for potential innovative mobility or electrification pilot projects.
5. Develop a regular schedule of coordination meetings in order to advance items 1-4 above, as applicable, including task-level working groups focused on individual topics and periodic full-team meetings.

Article IV. Term of Agreement

Unless earlier terminated under the terms of this Agreement or by agreement of the Parties in writing, this Agreement will be in effect for a period of five (5) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification and Termination

1. This Agreement may be modified by a written instrument signed and executed by the Parties.
2. Either Party may terminate this Agreement for any reason by providing sixty (60) days written notice setting forth the reasons for proposing termination.

Article VI. Key Officials

The personnel specified below are considered essential to the successful coordination and communication between the NPS and the SOM for the goals and objectives of the Agreement to be achieved. Upon written notice to all the other Parties, each Party may designate an alternate to act in place of the designated Key Official or designate a new Key Official.

For the NPS:

Mark Mitts
Transportation Program Manager
NPS-Interior Regions 3,4,5
601 Riverfront Drive
Omaha, NE 68130
Mark_Mitts@nps.gov
231-373-0490

For the SOM:

Charlie Tyson
Technology Activation Manager
Office of Future Mobility & Electrification
Michigan Economic Development Corporation
19 Clifford St.
Detroit, MI 48226
Tysonc1@michigan.org
616-389-7328

Article VII. Standard Clauses

- A. Non-Discrimination.** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Prior Approval:** The SOM shall obtain prior written approval from the NPS before:
1. Holding special events within the Park(s);
 2. Entering into third-party agreements materially related to this Agreement, for example an agreement with a third party needed to perform certain activities on NPS land or an agreement which allows a third party to manage working groups;
 3. Assigning or transferring this Agreement or any part thereof;
 4. Constructing any structure or making any improvements within any of the Parks' boundaries;

5. Releasing any public information that refers to the Department, the NPS, the Parks, any NPS employee (by name or title), this Agreement, or the projects contemplated hereunder.

- D. Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all laws, regulations and management policies, including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. Disclaimers of Government Endorsement:** The SOM will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the SOM's businesses, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the SOM to NPS and/or from authorizing an inclusion of such recognition in materials generated by the SOM related to this Agreement.
- F. Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- G. No Agency:** The SOM is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the SOM represent itself as such to third parties. The NPS is not an agent or representative of the SOM, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between SOM and the NPS.
- H. Officials Not to Benefit:** No Member of, Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
- I. Liability:** The Parties will be liable to the extent provided by law for any property damage, personal injury, or death caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.

- J. Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the SOM from entering into similar agreements or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- K. Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- L. Freedom of Information Act:** Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552. Any information provided to the SOM under this Agreement is subject to Michigan's Freedom of Information Act, MCL 15.231, *et seq.*

Article VIII. Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

FOR THE STATE OF MICHIGAN:

MICHIGAN DEPARTMENT OF NATURAL
RESOURCES



Daniel Eichinger, Director

MICHIGAN DEPARTMENT OF TRANSPORTATION

Paul C. Ajegba, P.E.

Paul C. Ajegba, P.E.
Apr 13 2022 9:38 AM

Paul Ajegba, Director

MICHIGAN DEPARTMENT OF LABOR AND
ECONOMIC OPPORTUNITY



Susan Corbin, Director

FOR THE NATIONAL PARK SERVICE:

**HERBERT
FROST**

 Digitally signed by HERBERT FROST
Date: 2022.04.13 12:40:15 -05'00'

Herbert C. Frost, Ph.D.
Regional Director, Interior Regions 3,4,5

PICTURED ROCKS NATIONAL LAKESHORE

**DAVID
HORNE**

 Digitally signed by DAVID
HORNE
Date: 2022.04.12
14:48:33 -04'00'

David Horne, Superintendent

SLEEPING BEAR DUNES NATIONAL LAKESHORE

**SCOTT
TUCKER**

 Digitally signed by
SCOTT TUCKER
Date: 2022.04.12
12:50:47 -04'00'

Scott Tucker, Superintendent

KEWEENAW NATIONAL HISTORICAL PARK

**WYNDETH
DAVIS**

 Digitally signed by
WYNDETH DAVIS
Date: 2022.04.12
12:54:52 -04'00'

Wyndeth Davis, Superintendent

ISLE ROYALE NATIONAL PARK

**DENICE
SWANKE**

 Digitally signed by DENICE SWANKE
Date: 2022.04.12 13:57:57 -04'00'

Denice Swanke, Superintendent

RIVER RAISIN NATIONAL BATTLEFIELD PARK

**SCOTT
BENTLEY**

 Digitally signed by
SCOTT BENTLEY
Date: 2022.04.12
14:30:43 -04'00'

Scott Bentley, Superintendent

