USDA Forest Service

OMB 0596-0217
FS-1500-15

FS Agreement No. 10-MU-11132000-093
Cooperator Agreement No.

MEMORANDUM OF UNDERSTANDING
Between The
ROCKY MOUNTAIN ELK FOUNDATION
And The
U.S. FOREST SERVICE
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between The Rocky Mountain Elk Foundation, hereinafter referred to as RMEF, and the U.S. Forest Service, Washington Office, hereinafter referred to as the U.S. Forest Service.

Title: USFS/RMEF MOU

I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to facilitate joint planning, implementation and public education of projects and studies, activities and programs that maintain and enhance wild free-ranging elk populations, their habitats and that of associated wildlife on National Forest System (NFS) lands and adjacent non-NFS lands, where a mutual benefit to partners is clearly demonstrated. This cooperation serves the mutual interest of both parties to improve elk management for the people of the United States in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The RMEF was founded to ensure the future of elk, other wildlife and their habitats. The RMEF is a not-for-profit 501©3 organization which fulfills its mission through conserving, restoring and enhancing natural wildlife habitats on public and private lands; promoting the sound management of wild free-ranging elk which may be hunted and otherwise enjoyed by the public; fostering cooperation among federal, state, research, and private organizations and individuals in wildlife conservation; and educating their members and the public about the values of habitat conservation, hunting, hunting ethics, and wildlife management.

The RMEF is an efficient mission accomplishment and fund raising organization. Mission accomplishment through permanent land acquisitions, conservation easements, habitat enhancement projects and restoration of elk have been internationally recognized and supported. The RMEF contributes to the U.S Forest Service, through staff and volunteer coordination and funding of projects and programs that benefit elk and other wildlife that occur on NFS lands or adjacent lands.

The U.S. Forest Service is responsible for the management of the national forests and grasslands, comprising 193 million acres across 44 States. The U.S. Forest Service is dedicated to ensuring the sustainability of the Nation's natural resources, including fish and wildlife, and the habitats upon which they rely. Increasing the publics knowledge, awareness, appreciation and conservation of our nation's natural resources is an agency priority and shared national vision with our partners.

The U.S.Forest Service accomplishes much of its work through cooperative partnerships developed throughout all four branches of the agency: the National Forest System, Research and Development, State and Private Forestry and the Office of International Programs. NFS lands provide a significant amount of habitat for elk and associated wildlife. NFS lands provide habitat for 80 percent of America's elk, with all or a portion of their seasonal and year-long habitat requirements. NFS lands also provide opportunities for many recreational activities including hunting. Research and Development within the Forest Service, especially through the Starkey Experiment and Range Station, provides significant opportunities to conduct research focused on elk and elk habitat and distribute findings to federal agencies, state wildlife agencies, universities and conservation organizations. State & Private Forestry provides the potential for expanding partnership networks and accomplishing habitat improvement across jourisdictional boundaries.

RMEF and the U.S. Forest Service have responsibilities and interests in the conservation and management of wild free-ranging elk and elk habitat. It is the desire of both parties to cooperate fully in matters relating to the integrated management of elk and elk habitat on NFS lands (and adjacent lands when/where applicable). Mutually beneficial activities include habitat management, coordination of land aquisition projects, providing educational & public information programs and research and development.

The Parties agree to:

1. Promote this partnership through programs and projects that benefit elk, elk habitat and other wildlife.
2. Focus on shared vision and goals developed (and reviewed annually) by RMEF & U.S. Forest Service leadership.
3. Consider changing ecologicial conditions and potential impacts to wildlife habitat and the opportunity for landscape level treatments prior to implementation of elk habitat projects.
4. Enter into agreements, contracts or permits as needed to accomplish specific programs and projects of mutual benefit.
5. Communicate in all appropriate media forms, this mutual partnership and accomplishments related to it. Credit all partners as appropriate.

6. Use best available tools to implement elk habitat improvement projects including stewardship contracting and/or agreements, which promote treatments at a landscape level.
7. Support the utilization of RMEF (and partner) developed M.A.P.s (Measure And Prioritize) GIS mapping and database system at the appropriate scale for Forest Plan Revisions and landscape or project planning levels.
8. Conduct an annual FS/RMEF meeting, usually at the national Elk Camp Convention, to discuss and update the joint annual Action Plan that will identify the significant partnership efforts that will be focused upon by all parties over the next year.

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

III. THE RMEF SHALL:

A. Meet annually with representatives of Research Stations and Regional Offices that are involved in elk research and management to discuss/resolve current issues and or partnership opportunities.
B. Provide partnership funds for the implementation of agreed upon projects or research efforts, which have been approved by the RMEF.
C. Provide public communications avenues (Elk Country Journal TV program, Conservation and Teacher Education programs, RMEF I&E programs, Bugle magazine and Wapiti newsletter) to convey U.S. Forest Service land management programs, advertising, and multiple when approved by RMEF.

IV. THE U.S. FOREST SERVICE SHALL:

A. Ensure the FS has a prominent presence at RMEF's national events.
B. Make NFS lands available for the furtherance of this MOU, for habitat enhancement, volunteer projects and fundraisers, filming and conservation education projects, etc. (subject to applicable federal laws, regulations, forest plans, and State comprehensive plans for the affected area, and subject to approval by the organization head or its designated representative).
C. Provide leadership for the research planning, implementation, and monitoring of projects or research developed subsequent to this MOU.
D. Provide the RMEF with current information about laws, regulations and policy pertaining to the Forest Service that may affect the partnership including: Challenge Cost Share Agreements, Special Use Permits and Stewardship Contracts and Agreements.

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

A. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal RMEF Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jack Blackwell Title: Vice President Lands & Conservation Address: 5705 Grant Creek Road City, State, Zip: Missoula, MT 59807 Telephone: (406) 523-4513 FAX: (406) 523-4550 Email: jblackwell@rmef.org	Name: Tom Toman Title: Director of Conservation Address: 5705 Grant Creek Road City, State, Zip: Missoula, MT 59807 Telephone: (406) 523-3443 FAX: (406) 523-4550 Email: tom@rmef.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Anne Zimmermann Title: Director, Watershed, Fish, Wildlife, Air & Rare Plants Address: 1400 Independence Ave. SW City, State, Zip: Washington, DC 20250 Telephone: (202) 205-1671 FAX: (202) 205-1599 Email: azimmermann@fs.fed.us	Name: Sandy Kratville Title: USFS/RMEF Liaison Address: 200 E. Broadway, Missoula, MT City, State, Zip: Missoula, MT 59807 Telephone: (406) 329-3588 FAX: (406) 329-3171 Email: spkratville@fs.fed.us

B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the 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 the 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.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. RMEF contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the RMEF's endorsement of the U.S. Forest Service products or activities.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the RMEF 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 prior to use of the insignia. The U.S. Forest Service cannot use the RMEF logos without permission from RMEF.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.

I. 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 excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The RMEF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU. The U.S. Forest Service shall

K. acknowledge the RMEF's support in any publication, audiovisuals, and electronic media developed as a result of this MOU.

L. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

M. DEBARMENT AND SUSPENSION. The 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 the 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.

N. 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.

O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through March 5, 2015 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

P. 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.

	Date
David Allen, RMEF, CEO	3/5/10
for Thomas L. Tidwell, U.S. Forest Service, Chief	3/5/10

The authority and format of this instrument has been reviewed and approved for signature.

2/25/10

U.S. Forest Service Grants and Agreements Specialist — 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.

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