

MEMORANDUM OF UNDERSTANDING
between the

USDA FOREST SERVICE
and
QUAIL UNLIMITED, INC.

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and Quail Unlimited, Inc., hereinafter referred to as Quail Unlimited.

A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperative research and management activities necessary to improve management that maintains and enhances productivity of quail habitats and associated wildlife on National Forest System lands for the best interests of the people of the United States. This cooperation serves the mutual interest of the parties and the public.

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** Quail Unlimited and the Forest Service have responsibilities and interests in the management of upland game bird habitat. The parties agree that upland game bird habitats in the United States need to be conserved and managed to meet the growing public demand for upland game bird recreational opportunities.

The Forest Service manages habitats for upland game birds and associated wildlife on National Forest System lands throughout the conterminous United States. National Forest System lands provide abundant opportunities for research, enhancement, and maintenance of important upland game bird habitats. National forests and the Forest and Range Experiment Stations were established (among multiple purposes) to manage wildlife habitat based on scientific wildlife management principles and to investigate management-related research needs.

Quail Unlimited is dedicated to improving the environment for quail and other upland game bird wildlife for the use and enjoyment of the American people. It conducts fund-raising projects and otherwise solicits and receives donations and funds for the accomplishment of its purposes. Quail Unlimited desires to contribute funds to the Forest Service, or provide assistance (labor), or have assistance provided through contracts or agreements for the primary purpose of maintaining or improving the productivity of upland game bird habitat or conducting associated research on National Forest System lands.

It is the desire of both parties to cooperate fully with each other in matters relating to the management and improvement of all quail and upland game bird habitat through research, development, construction, reconstruction, and maintenance activities on National Forest System lands. Both parties participate as members of a national steering

group in order to strengthen, promote, and implement partnerships between Quail Unlimited and the Forest Service that enhance upland game bird habitat. Representatives of each party meet at least annually to coordinate communications, share program information and identify mutually beneficial activities as a national steering group. Both parties cooperatively implement a process to identify and prioritize proposals under this agreement, establish dates for project submissions, reviews and evaluations. It is understood that "projects" include those with research, development, or monitoring objectives.

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

C. FOREST SERVICE SHALL:

1. Provide representatives to serve on a national steering group to help guide partnership efforts, specifically, but not limited to, administering the "Answer the Call" National Initiative and associated partnership efforts with Quail Unlimited.
2. Under existing authority, promote this partnership effort; provide information on the partnership through distribution materials, presentations of seminars and workshops, etc.
3. Make National Forest System lands available for the furtherance of this program, 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.
4. Provide leadership in cooperative planning, implementation, and monitoring of project or research work undertaken pursuant to this agreement and supplemental to this agreement.
5. Conduct an annual meeting with representatives of each participating Research Station and Regional Office, including Forest Supervisors, representatives of Quail Unlimited, and State Fish and Wildlife agencies to discuss and reach agreement on project proposals to meet the purposes of this agreement.
6. Enter into specific agreements (including volunteer, collections, and donation agreements), or contracts with Quail Unlimited, or other parties to accomplish agreed upon work projects, which are supplemental to this agreement.

D. QUAIL UNLIMITED SHALL:

1. Meet annually with representatives of each participating Forest Service Regional Office and Research Station to discuss and agree on guidelines for project proposals to meet the purpose of this agreement.
2. Enter into specific collection or donation agreements, volunteer agreements, or contracts with the Forest Service to accomplish the agreed work or research projects, which will be developed supplemental to this agreement.
3. Provide representatives to serve on the national "Answer the Call" steering group.
4. Solicit project and program proposals from Quail Unlimited chapters and field units of the FS that will support the "Answer the Call" National Initiative.
5. Distribute project proposals to the national "Answer the Call" steering group for review.
6. Communicate this partnership effort to the members of Quail Unlimited through official Quail Unlimited publications, a national brochure, posters, membership packets, seminars, and other methods.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. RESPONSIBLE PARTIES. The Department of Agriculture and Quail Unlimited and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
2. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Department of Agriculture or Quail Unlimited to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and Quail Unlimited will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Department of Agriculture and Quail Unlimited and shall remain in effect for five years from the date of execution. This MOU may be extended or

amended upon written request of either the Department of Agriculture or Quail Unlimited and the subsequent written concurrence of the other. Either the Department of Agriculture or Quail Unlimited may terminate this MOU with a 60-day written notice to the other.

4. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
5. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
6. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
8. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through September 2009 at which time it will expire unless extended.
9. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
10. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Gail Tunberg	Roger Wells
Southwestern Region	National Habitat Coordinator
Wildlife Program Leader	Quail Unlimited
Phone: (505) 842-3262	Phone:(620) 443-5834
FAX: (505) 842-3152	FAX: (620) 443-5817
E-Mail: gtunberg@fs.fed.us	E-Mail: roger@qu.org

Forest Service Administrative Contact	Cooperator Administrative Contact
Felicia Lockhart	Vickie Allen
Budget Analyst	Office Manager
	Quail Unlimited
Phone: 202-205-1197	Phone: (803) 637-5731
FAX: 202-205-1599	FAX: (803) 637-0037
E-Mail: flockhart@fs.fed.us	E-Mail: vickie@qu.org

11. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERERTO have executed this instrument

QUAIL UNLIMITED, INC.

USDA FOREST SERVICE

David Howell (*for*)

Fred Norbury (*for*)

ROCKY EVANS
Executive Director

DALE N. BOSWORTH
Chief

September 28, 2004
Date

September 28, 2004
Date

cc: Grants and Agreements/WO