

SERVICE-WIDE MEMORANDUM OF UNDERSTANDING  
between

USDA FOREST SERVICE  
and the  
ROCKY MOUNTAIN ELK FOUNDATION

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and the Rocky Mountain Elk Foundation, hereinafter referred to as the RMEF.

A. PURPOSE:

The purpose of this MOU is to provide a framework for cooperation and coordination between the RMEF and the Forest Service. This framework of cooperation and coordination provides for 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 non-NFS lands, where linkages of mutual benefit are clearly demonstrated. This cooperation serves the mutual interest of both parties to improve elk management for the people of the United States.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the Forest Service and the RMEF have responsibilities and interests in the conservation and management of wild free-ranging elk and their habitats.

The Forest Service is responsible for the management of the national forests and grasslands, comprising 192 million acres across the United States. These 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. The Forest Service has responsibilities for the sustainability of national resources including the protection, conservation and management of elk habitats. National Forest System lands are generally open to public hunting and the general enjoyment of the hunting public. Integration of a wide spectrum of Forest Service programs provides conservation, enhancement, management and educational opportunities to every unit within the Forest Service.

The Forest Service has responsibilities to inform, educate, and partner with the public relative to its programs and accomplishments. The Forest Service uses many sources to achieve their educational and informational goals including radio, print, video, and television media.

National Forest System lands provide significant opportunities for enhancement, research, and management of important elk habitats. Forest and Range Experiment Stations provide unique opportunities to manage wildlife habitats based upon scientific wildlife management principles and to investigate management related research needs for elk and their habitats.

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 American 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 highly recognized as an efficient mission accomplishment and fund raising organization. Mission accomplishment through permanent land acquisitions, conservation easements, habitat enhancement projects and reintroductions of elk have been internationally recognized and supported. The RMEF's Measure And Prioritize (M.A.P.s) GIS system has been highly recognized for its utility for large scale mapping and planning abilities. The RMEF conducts fundraising events to raise the funds to accomplish its mission. The RMEF contributes to the FS, funding, assistance and volunteers for accomplishing projects and programs, many of which occur on NFS lands. The RMEF utilizes photographs, video, and their own television show to promote and educate the American public about elk and Elk Country. Many of these events and activities are conducted on NFS lands. Educational information, such as pamphlets, brochures, posters and video, promote their existing programs and partnerships currently occurring.

RMEF and the FS have responsibilities and interests in the management of elk and elk habitat. It is the desire of both parties to cooperate fully in matters relating to the fully integrated management of elk and elk habitat on NFS lands and adjacent critical habitats. These activities broadly include management, stewardship, and enhancement of habitat; coordination of lands projects; public information, education and communications programs; research; development and construction activities on NFS lands and linkages.

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

**C. FOREST SERVICE SHALL:**

1. Make NFS lands available for the furtherance of this MOU, such as habitat enhancements, 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.
2. Provide leadership for the planning, implementation, and monitoring of project or research work developed subsequent to this agreement.
  3. 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.
  4. Enter into specific agreements (including volunteer, collection, and donation agreements) or contracts with the RMEF or other parties to accomplish agreed upon work projects, which are supplemental to this agreement.
  5. Provide the RMEF with consistent and uniform policy on Cost Collection, Challenge Cost Share and Special Use Permit development, fees and fee waivers.
  6. Utilize RMEF member and public communications avenues (Elk Country Journal TV program, Conservation and Teacher Education programs, RMEF I&E programs, Bugle magazine and Wapiti newsletter) to convey FS land management programs, advertising, and multiple uses.
  7. Ensure the FS has a prominent presence at RMEF's national events.
  8. FS shall ensure that its partnership with RMEF is sufficiently credited and represented in its project-related announcements, press releases and outreach materials.

D. THE ROCKY MOUNTAIN ELK FOUNDATION SHALL:

1. Meet annually with representatives of each participating Regional Office and Research Station to discuss and agree on guidelines for project proposals and special use permit needs to meet the purposes of this agreement.
2. Provide partnership funds for the implementation of agreed upon projects or research efforts, which have been approved by the RMEF.
3. Enter into specific collection or donation agreements, volunteer agreements, special use permits or contracts with the FS, to accomplish the agreed upon work or research projects, which will be developed supplemental to this agreement.
4. Support the utilization of RMEF 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.
5. Recognize the FS partnership in dissemination of information about programs, projects, Conservation Education, Information and Education efforts.

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

1. BOTH PARTIES SHALL:

- a. Promote this partnership via efforts dealing with elk and elk habitat enhancement.

- b. Communicate in all appropriate media forms, this mutual partnership and accomplishments related to it. Credit all partners as appropriate.
- c. Enter into specific applicable agreements, permits, or contracts, to accomplish the agreed project, research work, communication or educational program, which will be developed supplemental to this agreement.

2. 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).

3. 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.

4. 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.

5. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through March 31, 2010, at which time it will expire unless extended.

6. 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.

7. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Debbie Pressman	Peter J. Dart
National Wildlife Program Leader	President and CEO
USDA Forest Service, WFW Staff	The Rocky Mountain Elk Foundation
1400 Independence Ave., SW (1121)	2291 W. Broadway
Washington, DC 20250-1121	Missoula, MT 59808
Phone: 202-205-1281	Phone: 800-225-5355
FAX: 202-205-1599	FAX: 406-523-4581
E-Mail: dpressman@fs.fed.us	E-Mail: jdart@rmef.org

Forest Service Administrative Contact	Cooperator Administrative Contact
Felicia Lockhart	Tom Toman
Budget Analyst	Conservation Program Manager
USDA Forest Service, WFW Staff	The Rocky Mountain Elk Foundation
1400 Independence Ave., SW (1121)	2291 W. Broadway
Washington, DC 20250-1121	Missoula, MT 59808
Phone: 202-205-1197	Phone: 406-523-3443
FAX: 202-205-1599	FAX: 406-523-4550
E-Mail: flockhart@fs.fed.us	E-Mail: tom@rmef.org

8. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

9. 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.

10. RESPONSIBILITIES OF PARTIES. The Department of Agriculture and the Rocky Mountain Elk Foundation 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.

11. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document are 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

**ROCKY MOUNTAIN ELK FOUNDATION**

**USDA FOREST SERVICE**

/s/ James T. Gladen for 3/17/05  
for 3/17/05

/s/ Sally Collins

**PETER J. DART**                      **Date**

**DALE N. BOSWORTH**              **Date**

President and CEO  
Rocky Mountain Elk Foundation

Chief  
USDA Forest Service

cc:     Grants & Agreements/WO