

SERVICEWIDE MEMORANDUM OF UNDERSTANDING
BETWEEN
QUAIL UNLIMITED, INC.
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Quail Unlimited, Inc., hereinafter referred to as Quail Unlimited, and United States Department of Agriculture Forest Service, hereinafter referred to as Forest Service.

This MOU hereby supersedes and replaces, Memorandum of Understanding (04-SU-11132420-311), as executed by the parties on September 28, 2005.

A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperative research and management activities necessary to maintain and enhance productivity of habitat for quail 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:**

The Forest Service is responsible for managing 193 million acres of National Forests and Grasslands in 44 states. These lands provide millions of acres of habitat for upland game birds and associated wildlife throughout the conterminous United States.

National Forest System lands provide abundant opportunities for restoration, maintenance and research 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 a not for profit 501(c)(3) organization 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 goals and purposes. Quail Unlimited desires to work cooperatively with the Forest Service through the "Answer the Call" national initiative and other projects. Quail Unlimited provides assistance (labor) and contributes funds to the Forest Service, and the Forest Service has provided assistance to Quail Unlimited 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.

Quail Unlimited and the Forest Service have responsibilities and interests in the management of upland game bird habitat. 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 submitted under the "Answer the Call" program, establish dates for project submissions, reviews and evaluations. It is understood that "projects" include those with research, development, or monitoring objectives.

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 appropriate Forest Service line officer.
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,) or contracts with Quail Unlimited, or other parties to accomplish agreed upon work projects, which are supplemental to this agreement and subject to all applicable laws and procedures in accordance with Section E of this MOU.

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 agreements, volunteer agreements, or contracts with the Forest Service to accomplish the agreed-upon work or research projects, which will be developed supplemental to this agreement and subject to all applicable laws and procedures in accordance with Section E of this MOU.
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 UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. 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).
2. 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.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and Quail Unlimited and shall remain in effect for ten years from the date of execution.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Gail Tunberg, Wildlife Program
Leader
USDA Forest Service, Region 3
33 Broadway, SE
Albuquerque, NM 87102
Phone: (505) 842-3262
FAX: (505) 842-3152
E-Mail: gtunberg@fs.fed.us

Cooperator Project Contact

Roger Wells, National Habitat Director

Quail Unlimited
868 Road 290
Americus, KS 66835
Phone: (620) 443-5834
FAX: (620) 443-5817
E-Mail: roger@qu.org

Forest Service Administrative Contact

Felicia Lockhart, Budget Analyst
USDA Forest Service
WWFRP Staff
201 14th St SW, Yates, 3rd Fl SE
Phone: 202-205-1197
FAX: 202-205-1599
E-Mail: flockhart01@fs.fed.us

Cooperator Administrative Contact

Vickie Allen, Quail Unlimited
3012 Sussex Road,
Augusta, GA 30909
Phone: (803) 637-5731
FAX: : (803) 637-0037
E-Mail:

5. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties will 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 will be operating 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.

6. ENDORSEMENT. Any cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

7. 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 instrument, or benefits that may arise therefrom, either directly or indirectly.

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

FS Agreement No.	<u>09-SU-11130122-090</u>
Cooperator Tax ID No.	_____
Cooperator Agreement No.	_____

3/13/09

9. MODIFICATIONS. Modifications within the scope of this instrument shall 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.

10. 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 HERETO have executed this instrument.

QUAIL UNLIMITED, INC.

USDA FOREST SERVICE

<u>Rocky Evans</u>		<u>Abigail R. Kimbell</u>	<u>3/18/09</u>
ROCKY EVANS	D.H.	ABIGAIL R. KIMBELL	DATE
President		Chief	

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

<u>Susan K. McDonnell</u>	<u>3/13/09</u>
Susan K. McDonnell	DATE
Grants and Agreements Specialist	