

MEMORANDUM OF UNDERSTANDING

between the

USDA FOREST SERVICE

and the

WILDLIFE HABITAT COUNCIL

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and the Wildlife Habitat Council.

A. PURPOSE:

The purpose of this MOU is to establish a general framework for cooperation and coordination between the Forest Service and the Wildlife Habitat Council. The framework provides for joint planning and implementation of mutually beneficial projects, programs and activities to:

- Enhance and restore wildlife habitats on private and corporate lands, and National Forest System lands, where linkages of mutual benefit are clearly demonstrated.
- Advance public awareness and appreciation of wildlife species, their habitats, and the issues and challenges associated with their conservation, preservation, and management.
- Work with private industry to encourage their participation in this effort, including coordination efforts with local communities.
- Develop and maintain partnerships between the corporate community, neighboring communities, states, and the Forest Service, nationally and internationally.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a natural resource conservation agency responsible for the management of 192 million acres of national forests and grasslands in 44 states, and is dedicated to ensuring the sustainability of the nation's natural resources on these lands. Through Forest Service State and Private Forestry programs, sustainable natural resource management is encouraged on 300 million acres of non-industrial private forest land. The Forest Service is dedicated to working across land ownerships and international boundaries in cooperation with landowners and other nations to help sustain wildlife habitats. The Forest Service provides expert research and science for the conservation of natural resources, and increases the public's awareness, understanding and appreciation of wildlife, fish, and plant resources.

The Wildlife Habitat Council is not-for-profit 501(c)(3) organization of corporations and conservation groups, dedicated to assisting corporations in the enhancement and management of

their lands for wildlife; and facilitating cooperation across land ownerships and between corporations, conservation agencies, the public and organizations for wildlife enhancement on public and other private lands.

Both the Wildlife Habitat Council and the Forest Service have interests in the management of wildlife and their habitats. The Parties agree that conservation, protection and management of wildlife and their habitats are necessary to sustain wildlife populations, provide for species diversity, hunting and viewing. The Parties agree that conservation, protection and management efforts for wildlife often require multi-species and broad landscape level approaches, and coordination and cooperation with private landowners, other organizations, and county, state, and federal agencies.

C. THE FOREST SERVICE SHALL:

1. Identify partnership opportunities with the Wildlife Habitat Council for wildlife enhancement and restoration, conservation education, habitat analysis, and stewardship where mutual benefits will be derived.
2. Seek opportunities with the Wildlife Habitat Council to establish and maintain partnerships, and coordinate and implement programs, nationally and internationally.
3. Seek opportunities to coordinate with the Wildlife Habitat Council on programs and projects that improve or enhance partnerships among corporate industry, and/or industry associations, other entities and landowners, and neighboring communities.
4. Evaluate the opportunity for partnering Forest Service programs, activities and facilities with Wildlife Habitat Council programs (e.g., Waterways for Wildlife, Corporate Campaign for Migratory Bird Conservation, etc.) and identify those opportunities to the Wildlife Habitat Council.
5. Seek opportunities to promote and provide technical information; educate the corporate/industry sector and the public about programs, policies, and regulations relevant to Wildlife Habitat Council efforts to enhance and/or restore wildlife habitats.
6. Seek opportunities to use Geographic Information System technology as a tool for coordinating partnership efforts across land ownerships.

D. THE WILDLIFE HABITAT COUNCIL SHALL:

1. Encourage corporate industry, and/or industry associations, other entities and landowners to participate in cooperative wildlife habitat projects, with an emphasis on opportunities to enhance and/or restore mutually beneficial linkages with National Forest System lands.
2. Assist the Forest Service in establishing and maintaining partnerships, and in coordinating programs with corporate landowners and neighboring communities.

3. Evaluate the opportunity for partnering Forest Service programs, activities and facilities with Wildlife Habitat Council programs (e.g., Waterways for Wildlife, Corporate Campaign for Migratory Bird Conservation, etc.) and identify those opportunities to the Forest Service.

4. Assist the Forest Service with public outreach and environmental education opportunities targeted toward a corporate/business/industry audience.

5. Provide assistance to corporate entities in developing subsequent agreements required to complete project work.

6. Seek opportunities to use Geographic Information System technology as a tool for coordinating partnership efforts across land ownerships.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL 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 Department of Agriculture, Forest Service and Wildlife Habitat Council and shall remain in effect until January 1, 2008. This MOU may be extended or amended upon written request of either the Department of Agriculture, Forest Service or Wildlife Habitat Council and the subsequent written concurrence of the other(s). Either the Department of Agriculture or Wildlife Habitat Council may terminate this MOU with a 60-day written notice to the other(s).

4. RESPONSIBILITIES OF PARTIES. The Department of Agriculture, Forest Service and Wildlife Habitat Council 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.

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

Forest Service Project Contact	Cooperator Project Contact
Jim Gladen, Director	William W. Howard, President
Watershed, Fish, Wildlife, Air and Rare Plants Staff	Wildlife Habitat Council
USDA Forest Service, Stop Code 1121 1400 Independence Ave., SW	1010 Wayne Ave., Suite 920
Washington, DC 20250-1121	Silver Spring, MD 20910
Phone: (202) 205-1205	Phone: (301) 588-8994
Forest Service Administrative Contact	Cooperator Administrative Contact
Felicia Lockhart	Mandy Chestnutt

FS Agreement No. 03-SU-11132422-035

(Address same as Project Contact)	(Address same as Project Contact)
Phone: (202) 205-1197	Phone: (301) 588-8994

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Department of Agriculture, Forest Service or Wildlife Habitat Council 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, Forest Service and Wildlife Habitat Council 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.

7. 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.

THE PARTIES HERERTO have executed this instrument

/s/William W. Howard
WILLIAM W. HOWARD, President
Wildlife Habitat Council

2/3/03

Date

/s/Dale N. Bosworth

1/15/03

DALE N. BOSWORTH, Chief
USDA Forest Service

Date