

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ROCKY MOUNTAIN ELK FOUNDATION  
AND  
THE U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

This memorandum of understanding (MOU) is between the Rocky Mountain Elk Foundation (RMEF) and the Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS).

## **I. PURPOSE**

The purpose of this MOU is to provide a framework for cooperative activities between RMEF and NRCS that are necessary to maintain and enhance the productivity of habitats supporting free-ranging North American elk herds and other associated wildlife. Such activities can include, but are not limited to, habitat protection, restoration and enhancement projects, provisions of technical assistance, delivery of information and educational materials, and collaboration regarding elk habitat and associated wildlife research and wildlife habitat management techniques development.

## **II. BACKGROUND**

NRCS provides planning, technical and financial assistance for the conservation of natural resources on private lands. Grazing lands, timberland, and wildlife are considered to be three of the key resource concerns by NRCS in its ecosystem-based approach to conservation. Much grazing land and timberland-associated wildlife, including elk, has specific habitat requirements that must be met to complement its life cycle. SDA conservation programs, such as the Conservation Reserve Program (CRP), Environmental Quality Improvement Program (EQIP), and the Wildlife Habitat Incentives Program (WHIP), help protect, restore, and enhance essential elk habitat, as well as associated grazing and timber wildlife habitats.

The mission of RMEF is to ensure the future of elk and other wildlife and their habitat. In support of this mission, RMEF is committed to:

- conserving, restoring, and enhancing natural habitats;
- promoting the sound management of wild, free-ranging elk, which may be hunted or otherwise enjoyed;
- fostering cooperation among Federal, State and private organizations and individuals in wildlife management and habitat conservation; and
- educating its members and the public about habitat conservation, the value of hunting, ethics, and wildlife management.

RMEF recognizes the basic principle that elk and other wildlife habitat conservation associated with grazing and managed timberlands ultimately focuses on the protection, enhancement, and restoration of properly functioning ecological systems and processes occurring on both public and private lands.

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### **III. BENEFITS OF THIS MOU**

- A. RMEF will benefit gaining an entree to working with private land managers, through NRCS and Conservation Districts, and collaborating with NRCS and other conservation partners to share technical information and resources.
- B. NRCS will benefit from the facilitation of technology transfer of the latest information on elk and associated wildlife habitat management.
- C. The public will benefit by the collaboration of private land managers, conservation districts, RMEF, and NRCS on mutual habitat objectives that reduce duplication of effort and increase project efficiency and more effective care of the wildlife public trust.

### **IV. RESPONSIBILITIES**

- A. RMEF will—
  - 1. Provide NRCS with information regarding the status of elk populations, habitat management techniques, and progress in implementing RMEF objectives.
  - 2. Inform its members and the general public about elk and associated wildlife conservation projects conducted cooperatively with NRCS.
  - 3. Assist NRCS in the training of its personnel in elk and associated wildlife conservation and management.
  - 4. Provide funds and unique technical assistance to NRCS for cooperative activities under this MOU subject to project-specific cooperative proposals, agreements, grants task orders or contracts.
  - 5. Provide appropriate recognition of NRCS, RMEF members, and the general public on all cooperative projects under this MOU.
- B. NRCS will—
  - 1. Provide or make available training, as it deems necessary, to its staff regarding elk and associated wildlife conservation on grazing lands and timberland, using technical sources, and the current technical information provided or recommended by RMEF.
  - 2. Use its public information program to inform private landowners about elk and associated wildlife conservation practices and programs, including, when appropriate, distribution of technical and financial assistance information available through RMEF.
  - 3. Provide appropriate recognition of RMEF on all cooperative projects conducted under this MOU.
  - 4. Provide funds and technical assistance to RMEF for cooperative activities under this MOU, subject to project-specific cooperative proposals, agreements, grants, task orders, or contracts.

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## **V. TECHNICAL/ADMINISTRATIVE CONTACTS**

### **A. RMEF--**

1. Alan Christensen  
2291 W. Broadway  
Missoula, Montana 59802
2. Kevin Lackey  
2291 W. Broadway  
Missoula, Montana 59802
3. Tom Tomar.  
2291 W. Broadway  
Missoula, Montana 59802

### **B. NRCS—**

1. L. Pete Heard  
Director, Wildlife Habitat Management Institute  
100 Webster Circle, Suite 3  
Madison, Mississippi 39110
2. Mike Anderson  
National Wildlife Biologist  
P.O. Box 2990, Room 6150 South Building  
Washington, D.C. 20013-2890

## **VI. FUNDING**

- A. This MOU defines in general terms the basis on which signatory agencies or organizations will cooperate, and as such, does not constitute a financial obligation to service as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency or organization to the extent that their participation is required and resources are available.
- B. Details of specific projects between NRCS and RMEF will be spelled out in separate agreements.

## **VII. PERIOD AND TERMS OF MOU**

- A. This MOU shall become effective on the date of the last signature for a period of 5 years, at which time it will be reaffirmed, if appropriate.
- B. This MOU may be renegotiated, amended, extended, or modified by a written amendment to this agreement through an exchange of correspondence between authorized officials of RMEF and NRCS.
- C. This MOU may be terminated by any signatory party with written notification to the other parties at least 60 calendar days in advance of the effective date of termination. This MOU can be terminated by NRCS, if NRCS that any of the signatory parties have failed to comply with the provisions of this MOU.

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## VIII. PROVISIONS

- A. As a condition of this MOU, RMEF assures and certifies that is in compliance and will comply with 7 CFR, Part 3017 and Part 3018 Governmentwide Debarment and Suspension; Governmentwide Requirements for Drug-Free Workplace; and New Restrictions on Lobbying.
- B. As a condition of this MOU, RMEF assures and certifies that all programs and activities conducted under this agreement or memorandum of understanding will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR- 15, Subparts A & B), which provide that no person in the U.S. shall, on the grounds of race, color, national origin, gender, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

## IX. AUTHORITY

This MOU is entered into under the authority of the Soil Conservation and Domestic Allotment Act, as amended (Public Law 74-46, 49 Stat. 163, 1 U.S.C. 590-14); Commodity Credit Corporation Charter Act as amended (15 U.S.C. 714c); Food Security Act of 1985 as amended (16 U.S.C. 3841 et seq.); Food, Agriculture, Conservation and Trade Act of 1990 (Public Law 101-624); and Federal Agriculture Improvement and Reform Act of 1996 (Public Law 104-127).

The undersigned parties hereby agree to the terms and conditions specified above and have authority to enter into and carry out the provisions of this MOU.

(signed as L. Pete Heard for)  
PEARLIE S. REED  
Chief  
Natural Resources Conservation Service

(2-11-99)  
DATE

(signed)  
GARY J. WOLFE  
President/Chief Executive Officer  
Rocky Mountain Elk Foundation

(Feb. 11, 1999)  
DATE