



FS Agreement No. 16-MU-11015600-002

MEMORANDUM OF UNDERSTANDING
Amongst The
IDAHO DEPARTMENT OF FISH & GAME

MONTANA FISH, WILDLIFE & PARKS

WASHINGTON DEPARTMENT OF FISH & WILDLIFE

WYOMING GAME & FISH DEPARTMENT

BUREAU OF LAND MANAGEMENT
IDAHO, MONTANA & WYOMING STATE OFFICES

NATIONAL PARK SERVICE
INTERMOUNTAIN AND PACIFIC WEST REGIONS

U.S. FISH & WILDLIFE SERVICE
REGIONS 1 & 6

U.S. GEOLOGICAL SURVEY
NORTHERN ROCKY MOUNTAIN SCIENCE CENTER

And The
USDA, FOREST SERVICE
REGIONS 1, 2, 4, & 6

Comment [A1]: Insert Forest Service agreement number using the following format: *FY-XX-11RRU/SS-XXX*.

Be sure that the FS Agreement No. reflects the appropriate MOU type: SU, RU, or MU (that is, Service-wide MOU, Regional MOU, or simply MOU).

Comment [A2]: When appropriate, insert 'SERVICE-WIDE' OR 'REGIONAL.'

Comment [A3]: Insert Cooperator's legal name.

Comment [A4]: Insert Forest Service Region/Station/Area/Institute name.

Comment [A5]: Insert Forest Service Region/Station/Area/Institute name.

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and amongst member agencies of the Interagency Grizzly Bear Committee (IGBC) including Idaho Department of Fish and Game (IDFG), Montana Fish, Wildlife & Parks (MTFWP), Washington Department of Fish and Wildlife (WDFW), Wyoming Game & Fish Department (WYGF), Bureau of Land Management State Offices in Idaho, Montana and Wyoming (BLM), National Park Service, Intermountain and Pacific West Regions (NPS), U.S. Fish and Wildlife Service, Regions 1 and 6 (USFWS), U.S. Geological Survey, **Northern Rocky Mountain Science Center** (USGS), and the USDA, Forest Service, Regions 1, 2, 4 and 6, hereinafter referred to as the "IGBC or IGBC Members."

Background: All Federal agencies have responsibility and are directed by the Endangered Species Act (ESA) to utilize their authorities, in cooperation with State and local agencies, to promote the conservation of endangered and threatened species. Listed in 1975, the threatened grizzly bear is one of those species. The Grizzly Bear Recovery Plan, issued in 1982 and revised in 1993, outlined several tasks to be implemented to bring the grizzly bear to the point where protection under the ESA is no longer mandated.



As a result of this plan, considerable grizzly bear research, monitoring and management activities have occurred through the efforts of various agencies, institutions, and private individuals.

In 1983, the Interagency Grizzly Bear Committee (IGBC) was established to ensure recovery of viable grizzly bear populations and restoration of their habitats in the lower 48 states through an interagency coordination of policy, planning, management and research. The goals of the IGBC are to:

- A. Engage decision makers in a coordinated approach to recover grizzly bear populations through policy and procedures adopted by each member agency. The implementation of these procedures is then assigned to each respective subcommittee.
- B. Coordinate management and research activities between State and Federal agencies related to the grizzly bear populations and to ensure the best utilization of available resources to prevent the duplication of effort.
- C. Implement the Grizzly Bear Recovery Plan to facilitate recovery of grizzly bear populations.
- D. Further implement and oversee the management and research activities of recovered grizzly bear populations.

Title: Interagency Grizzly Bear Committee

Comment [A6]: Insert title of MOU consistent with I-Web project title.

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties involved in the recovery of the grizzly bear populations in the lower 48 states through the efforts of the IGBC in accordance with the following provisions. When executed, this MOU will replace 11-MU-11015600-003 that expires 12/31/15.

Comment [A7]: Provide explanation about what parties are going to do, i.e., build, install, replace, etc.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

All parties share an interest in and would benefit from cooperating on research, monitoring, and management efforts throughout the range of the grizzly bear.

Comment [A8]: Insert Forest Service benefits and interest; partner's benefits and interest, and mutual benefit and interest.

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

III. THE IGBC SHALL:

Comment [A9]: Insert "Cooperator" or Cooperator's Name.

- A. Collaborate on activities meeting grizzly bear management objectives including but not limited to:
 1. Efforts to conserve and manage the grizzly bear and its habitat in a manner that fosters population recovery.



2. Support implementation of the Grizzly Bear Recovery Plan.
 3. Coordination in, and dissemination of, research and monitoring activities.
 4. Uphold the cooperative environment of the IGBC.
- B. Agree that the IGBC shall provide the overall guidance for approved projects as detailed in the Grizzly Bear Recovery Plan and associated management decisions.
1. The purpose of the IGBC will have been completed when all ecosystem populations are recovered, delisted and have successfully satisfied their 5 year post delisting review.
- C. Provide for IGBC members availability at mutually agreeable times for continuing consultation to discuss the conditions covered by the MOU and agree to actions essential to accomplish its objectives. Two IGBC meetings are scheduled each year in the summer and the winter. The summer meeting is a field retreat with a 2-3 day meeting located in one of the grizzly bear ecosystems. The responsibility to host the summer meeting is rotated through the ecosystems. The winter meeting is a 2-3 day business meeting with the location decided by the members. At a minimum, the IGBC members (*see Exhibit A for current member list*) will participate in these meetings annually for the purposes of:
1. Sharing information regarding any appropriate research, inventory, monitoring, management, educational, and other activities related to the grizzly bear.
 2. Identifying projects for the IGBC to support and/or implement.
 3. Selecting projects to be supported and/or implemented. Such projects may include but are not limited to, monitoring of grizzly bear populations; habitat inventory and mapping habitat enhancements; aerial surveys; management studies; preparation and distribution of reports; purchase of exhibits; and development or support for educational exhibits and programs and other items that might assist in recovering the grizzly bear.
 4. Providing direction to the subcommittees.
 5. Voting on the positions of Chair and Vice-Chair, if necessary. The position of the Chair is rotated through member organizations. State and Federal agencies are alternated each term. The term of the Chair lasts for 2 years. The Chair must be nominated by an IGBC member and the IGBC must vote to approve the nominee. The same process is used for the position of the Vice-Chair.
 6. Designating the lead agency for selected projects. The lead agency will adhere to the following process for completion of approved IGBC projects:

Comment [A10]: Fully describe all work, tasks, studies, inspections, consultations and cooperation the Cooperator will perform.



- a. Annually, the lead agency (Forest Service) will develop the project work plan which identifies project descriptions and project costs including the allocation of funding support by each agency. *Note: This MOU is not a fund allocation document. Any fund allocations between the parties to this MOU will be made through other instruments in accordance with applicable laws, regulations, and procedures.*
- b. The lead agency will seek approval of the project work plan by the IGBC.
- c. The lead agency will direct all activities as identified in the approved project work plan either within the agency, by contract, agreement or other instrument as identified in the project work plan.
- d. Lead agency will provide report(s) to the IGBC regarding progress/completion of the project as selected in the approved plan.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The principle contacts for this MOU are Ellen Davis, Executive Coordinator to the IGBC Chair and the individual IGBC members listed in Exhibit A.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Ellen L. Davis IGBC Executive Coordinator U.S. Forest Service, Northern Region Building 26 Fort Missoula Road Missoula, MT 59804 Phone: (406) 329-3434 FAX: (406) 329-3132 Email: ellendavis@fs.fed.us	Teresa L. Johnson Grants Management Specialist U.S. Forest Service, Northern Region Building 24 Fort Missoula Road Missoula, MT 59804 Phone: (406) 329-3264 Email: teresajohnson@fs.fed.us

- C. SOVEREIGN IMMUNITY. The states of Wyoming, Montana and Washington do not waive their sovereign immunity and retain all defenses available to them under their respective laws.
- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the IGBC Members is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

Comment [A11]: The parties may enter mutually agreeable terms and conditions affecting both parties here. If there are none, it may be deleted.

Comment [A12]: May be changed to accommodate additional contacts.

Comment [A13]: Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

Comment [A14]: Insert "Cooperator" or Cooperator's Name.



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the IGBC Members, at the IGBC Member addresses shown in the MOU or such other address designated within the MOU.

Comment [A15]: Insert "Cooperator" or Cooperator's Name.

Comment [A16]: Insert "Cooperator" or Cooperator's Name.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the IGBC Members from participating in similar activities with other public or private agencies, organizations, and individuals.

Comment [A17]: Insert "Cooperator" or Cooperator's Name.

- F. **ENDORSEMENT.** Any of the IGBC Member's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the IGBC Member's products or activities and does not by direct reference or implication convey the IGBC Member's endorsement of the FS Products or activities.

Comment [A18]: Insert "Cooperator" or Cooperator's Name.

Comment [A19]: The parties may negotiate the following, additional, text, "...", and does not by direct reference or implication convey the cooperator's endorsement of the FS products or activities".

- G. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the IGBC to use the U.S. Forest Service insignia on any published media, such as a Web page, printed

Comment [A20]: Mandatory provision **IF** the cooperator anticipates producing any media with the Forest Service shield.

Comment [A21]: Insert "Cooperator" or Cooperator's Name.



publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

Comment [A22]: Mandatory provision **IF** the cooperator is not a federal agency.

- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

- K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The IGBC is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

Comment [A23]: Optional provision if the Forest Service PM anticipates that the project/activity is of public interest and requests that the provision be included in the award.

Comment [A24]: Insert "Cooperator" or Cooperator's Name.

If desired, the IGBC may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The IGBC is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

Comment [A25]: Insert "Cooperator" or Cooperator's Name.

Comment [A26]: Insert "Cooperator" or Cooperator's Name.

- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The IGBC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

Comment [A27]: Mandatory provision **IF** development of publications or production of audiovisuals, or if information is shared via electronic format (including websites), is anticipated.

Comment [A28]: Insert "Cooperator" or Cooperator's Name.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The IGBC shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

Comment [A29]: Mandatory provision **IF** development or publication of any printed, on-line, or audiovisual material is contemplated.

Comment [A30]: Insert "Cooperator" or Cooperator's Name.



In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- O. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. **DEBARMENT AND SUSPENSION.** The IGBC Members shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the IGBC Members or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. **THIRD PARTY BENEFICIARY RIGHTS.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- R. **MODIFICATIONS.** Modifications within the scope of this MOU must 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.
- S. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through December 31, 2020 at which

Comment [A31]: Mandatory provision **IF** the cooperator is not another Federal entity.

Comment [A32]: Insert "Cooperator" or Cooperator's Name.

Comment [A33]: Insert "Cooperator" or Cooperator's Name.

Comment [A34]: Insert an expiration date not greater than 5 years. If the instrument has a five-year term, delete "unless extended . . ."

time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Comment [A35]: The signature block may be changed to accommodate additional signatories.

VIRGIL MOORE, DIRECTOR Idaho Department of Fish & Game	Date
M. JEFF HAGENER, DIRECTOR Montana Fish, Wildlife & Parks	Date
JIM UNSWORTH, DIRECTOR Washington Department of Fish & Wildlife	Date
SCOTT TALBOTT, DIRECTOR Wyoming Game & Fish	Date
STEVE ELLIS, STATE DIRETOR Idaho Bureau of Land Management (BLM)	Date
JAMIE CONNELL, STATE DIRECTOR Montana Bureau of Land Management (BLM)	Date
DON SIMPSON, STATE DIRECTOR Wyoming Bureau of Land Management (BLM)	Date
SUE MASICA, REGIONAL DIRECTOR National Park Service, Intermountain Region	Date
MARTHA J. LEE, ACTING REGIONAL DIRECTOR	Date



National Park Service, Pacific West Region	
ROBYN THORSON, REGIONAL DIRECTOR U.S. Fish & Wildlife Service, Region 1	Date
NOREEN WALSH, REGIONAL DIRECTOR U.S. Fish & Wildlife Service, Region 6	Date
CLAUDIA REGAN, DIRECTOR U.S. Geological Survey	Date
LEANNE M. MARTEN, REGIONAL FORESTER U.S. Forest Service, Region 1	Date
DANIEL JIRÓN, REGIONAL FORESTER U.S. Forest Service, Region 2	Date
NORA B. RASURE, REGIONAL FORESTER U.S. Forest Service, Region 4	Date
JIM PEÑA, REGIONAL FORESTER U.S. Forest Service, Region 6	Date

The authority and format of this agreement have been reviewed and approved for signature.

/s/ Teresa L. Johnson

11/4/15

TERESA L. JOHNSON, Grants Management Specialist U.S.
Forest Service Northern Region

Date

Comment [A36]: Insert date of signature.

Comment [A37]: Insert Grants Management Specialist's name (in CAPS).

/s/ Rebecca Cuthbertson

11/18/15

REBECCA CUTHBERTSON, Grants Management Specialist
U.S. Forest Service, Rocky Mountain Region

Date

/s/ Sharon Kyhl11/4/15SHARON KYHL, Grants Management Specialist
U.S. Forest Service, Pacific Northwest Region

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.