

MEMORANDUM OF UNDERSTANDING
between

USDA FOREST SERVICE
and the

DOI -BUREAU OF LAND MANAGEMENT,
DOI -U.S. FISH AND WILDLIFE SERVICE,
DOI-NATIONAL PARK SERVICE,
DOI -U.S. GEOLOGICAL SURVEY

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and the Department of the Interior Bureau of Land Management, U.S. Fish and Wildlife Service, National Park Service, and the U.S. Geological Survey, hereinafter referred to as the Department of the Interior Agencies.

A. PURPOSE:

The 1964 Wilderness Act (Pub. L. 88-577) established the National Wilderness Preservation System and a national policy "...to secure for the American people of present and future generations the benefits of an enduring resource of wilderness."

The Forest Service and the Department of the Interior Agencies have responsibilities for the stewardship of wilderness areas under their jurisdiction.

The Forest Service and the Department of the Interior Agencies provide varying types and levels of wilderness management, training, research, and public education experience and expertise, which should be shared to the mutual benefit of the agencies, the National Wilderness Preservation System, and the American people.

The purpose of this MOU is to provide a framework for cooperation for the Forest Service and the Department of the Interior Agencies to cooperate on issues related to the management and stewardship of the National Wilderness Preservation System, including but not limited to the operation of the Arthur Carhart National Wilderness Training Center, hereinafter referred to as the Carhart Center, and the Aldo Leopold Wilderness Research Institute, hereinafter referred to as the Leopold Institute. This cooperation serves the mutual interest of the parties and the public.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service and the Department of the Interior Agencies have a need to develop efficient and cost-effective research, management, training, information, and education opportunities, and to identify those needs for wilderness and other similarly managed wild lands.

The Forest Service and the Department of the Interior Agencies cooperate in numerous land and resource management activities, and therefore recognize the advantages and benefits of collaborating on the management of the National Wilderness Preservation System as one system of lands, and in obtaining and providing information necessary to sustain the wilderness resource.

The Carhart Center and the Leopold Institute benefit the Forest Service and the Department of the Interior Agencies by providing:

- Equal access to wilderness information;
- Significant cost savings over independent research, management, training, information and education products and activities; and,
- Access to a broad-based and comprehensive research and education network.

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

C. FOREST SERVICE SHALL:

1. Act as the host agency to coordinate the Carhart Center and the Leopold Institute, through the Washington Office of Wilderness and Wild and Scenic Rivers Management, and the Rocky Mountain Research Station respectively.
2. Provide a representative(s) to serve on an Interagency Steering Committee, whose role includes providing agency liaison, advocacy and strategic planning input to the Carhart Center and the Leopold Institute.
3. Jointly with the Department of the Interior Agencies, recommend staffing, including Directors of the Carhart Center and the Leopold Institute, and locate them in Missoula, Montana.
4. Jointly with the Department of the Interior Agencies, review an annual work plan prepared by the Director of the Carhart Center that includes expected base agency support, specific projects, products, and their costs.
5. Jointly with the Department of the Interior Agencies, review the accomplishments of the Carhart Center and the Leopold Institute at the end of each fiscal year.
6. Actively inform and encourage participation of agency personnel in the gathering and use of wilderness research, training and education programs, and products provided by the Carhart Center and the Leopold Institute.

D. THE DEPARTMENT OF THE INTERIOR AGENCIES SHALL EACH:

1. Provide a representative(s) to serve on an Interagency Steering Committee, whose role includes providing agency liaison, advocacy and strategic planning input to the Carhart Center and the Leopold Institute.
2. Jointly with the Forest Service, recommend staffing, including Directors of the Carhart Center and the Leopold Institute, and locate them in Missoula, Montana.
3. Jointly with the Forest Service, review an annual work plan prepared by the Director of the Carhart Center, that includes expected base agency support, specific projects, products and their costs.
4. Jointly with the Forest Service, review the accomplishments of the Carhart Center and the Leopold Institute at the end of each fiscal year.
5. Actively inform and encourage participation of agency personnel in the gathering and use of wilderness research, training and education programs, and products provided by the Carhart Center and the Leopold Institute.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service and the Department of the Interior Agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTNITIES. This instrument in no way restricts the Forest Service or the Department of the Interior Agencies 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 the signatures of the Department of the Interior Agencies and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the Department of the Interior Agencies and the subsequent written concurrence of the other(s). Either the Forest Service or the Department of the Interior Agencies may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and the Department of the Interior Agencies and their offices 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 CONTACTS. The principal contacts for this instrument are:

Bureau of Land Management -- Gary Pavek, National Program Leader for Wilderness, 1849 C Street, NW - Room 301 LS, Washington DC 20240, Phone: 202-452- 7797, email: gary_vavek@blm.gov

National Park Service -- Rick Potts, National Wilderness Program Manager, Visitor & Resource Protection Division, 1201 Eye (I) Street; NW, 10th Fl. Org Code 2460, Washington, D.C. 20005, phone (202) 513-7090, email: rick_potts@nps.gov

U.S. Fish and Wildlife Service -- Nancy Roeper, National Wilderness Preservation System Coordinator, Division of Refuges, Room 670, 4401 N. Fairfax Drive, Arlington, VA 22203, Phone: 703-358-2389, email: nancy_roeper@fws.gov

U.S. Geological Survey -- Stan Coloff, Physical Scientist, USGS Biological Resource Division, Office of Associate Chief Biologist (Mail Stop 301), 12201 Sunrise Valley Drive, Reston, VA 20192, Phone: 703-648-4083, email: stan_coloff@usgs.gov

Forest Service -- Don Fisher, Program Leader for Congressionally Designated Areas, USDA Forest Service 201 14th Street NW, Washington, DC 20024, Phone: 202-205-1414, email: dfisher@fs.fed.us

Forest Service -- Bea Van Horn, Wildlife Research Program Leader, USDA FS-R&D/Wildlife, Fish, Watershed and Air Rosslyn Plaza C, 4 Floor; 1601 N. Kent Street, Arlington, VA 22209, Phone: 703-605-5285, email: bvanhorne@fs.fed.us

The Carhart Center -- Connie Myers, Director, James E. Todd Building, 32 Campus Drive #3168, Missoula, MT 59812, Phone: 406-243-4654, email: cgmymers@fs.fed.us, eposer@fs.fed.us

The Leopold Institute -- David Parsons - Director, P.O. Box 8089, Missoula, MT 59807, Phone: 406-542-4193, email: djparsons@fs.fed.us

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Department of Agriculture or the Department of the Interior 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 and Department of the Interior 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:

AGENCY DIRECTORS:

<u>Signature on File</u>	<u>12-30-04</u>
DIRECTOR - KATHLEEN CLARKE	Date
DOI Bureau of Land Management	

<u>Signature on File</u>	<u>Oct. 26, 2004</u>
DIRECTOR - FRAN MAINELLA	Date
DOI National Park Service	

<u>Signature on File</u>	<u>9/14/04</u>
DIRECTOR - STEVEN A. WILLIAMS	Date
DOI Fish and Wildlife Services	

<u>Signature on File</u>	<u>11/29/04</u>
DIRECTOR - CHARLES G. GROAT	Date
DOI US Geological Survey	

<u>Signature on File</u>	<u>1/13/05</u>
CHIEF - DALES BOSWORTH	Date
DOA US Forest Service	

The authority and format of this Instrument has been reviewed and Approved for Signature

(Name)
Date
FS Agreement Coordinator