



FS Agreement No. 17-MU-11015600-021

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
USDOI, NATIONAL PARK SERVICE,
INTERMOUNTAIN REGION
And The
USDOI, U.S. FISH AND WILDLIFE SERVICE,
MOUNTAIN-PRAIRIE REGION
And The
USDOI, BUREAU of LAND MANAGEMENT
BLM Wyoming State Office
BLM Montana State Office
BLM Idaho State Office
And The
USDA, FOREST SERVICE
NORTHERN, ROCKY MOUNTAIN AND INTERMOUNTAIN REGIONS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the National Park Service, Intermountain Region; U.S. Fish and Wildlife Service, Mountain-Prairie Region; Bureau of Land Management, Montana, Wyoming and Idaho State Offices , hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, Northern, Rocky Mountain and Intermountain Regions , hereinafter referred to as the “U.S. Forest Service.”

Background:

The National Park Service, U.S. Fish and Wildlife Service, and U.S. Forest Service have previously affirmed their relationship in the Greater Yellowstone Area (GYA), and as members of the Greater Yellowstone Coordinating Committee (GYCC), through the 1964, 1986, 2003, 2008 MOUs, previous Interagency Agreements, and through a history of coordinated working relationships. These three agencies welcomed the Bureau of Land Management in 2012 as a full partner in the GYCC in order to more effectively coordinate federal land management in the GYA. When executed, this MOU replaces FS# 12-MU-11015600-058.

Title: Greater Yellowstone Coordinating Committee

PURPOSE: The purpose of this MOU is to document the collaborative framework for providing public services and responsible land management in a cooperative and



coordinated manner, as the GYCC, to the extent permissible by law and agency-specific missions, throughout the GYA.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is the desire of all parties to cooperate fully in matters relating to responsible land management throughout the GYA. These cooperative efforts include, but are not limited to:

1. Provide leadership in making coordinated decisions that serve the public and help sustain resources in the GYA.
2. Ensuring coordination of planning, strategies, and practices across national park, national forest and national wildlife refuge and Bureau of Land Management lands in the GYA.
3. Setting GYCC level priorities and assign resources to achieve goals.
4. Fostering a climate that encourages interaction, coordination and cooperation with federal, state, local agencies, private organizations, and the public.
5. Identifying and facilitating resolution of emerging issues within the GYA.
6. Minimizing duplication of effort; seeking opportunities to share information, resources, and data.
7. To the extent permissible by law and agency missions, make rules and regulations consistent across the GYA.

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

II. THE NATIONAL PARK SERVICE SHALL:

1. Supervise and support the GYCC Executive Coordinator's position.
2. Subject to funding and available resources, support the accomplishment of GYCC priorities through implementing the purpose and objectives of the MOU and GYCC projects and programs.

III. THE U.S. FISH AND WILDLIFE SERVICE SHALL:

1. Subject to funding and available resources, support the accomplishment of GYCC priorities through implementing the purpose and objectives of the MOU and GYCC projects and programs.



IV. THE BUREAU OF LAND MANAGEMENT SHALL:

1. Subject to funding and available resources, support the accomplishment of GYCC priorities through implementing the purpose and objectives of the MOU and GYCC projects and programs.

V. THE U.S. FOREST SERVICE SHALL:

1. Subject to funding and available resources, support the accomplishment of GYCC priorities through implementing the purpose and objectives of the MOU and GYCC projects and programs.

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

A. MEETINGS. The parties shall meet two times each year, generally in the spring and fall. Special meetings and field trips to address important regional issues may be necessary and may be called by the chairperson.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator(s) Contacts:

David Vela, Superintendent
Grand Teton National Park and
John D. Rockefeller, Jr. Memorial Parkway
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Dan Wenk, Superintendent
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Greater Yellowstone Coordinating Committee
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Principal U.S. Forest Service Contacts:

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Fax: 208-557-5827
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- A. **NON-LIABILITY**. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.
- B. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



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

To the respective Cooperator, at the respective Cooperator's address shown in the MOU or such other address designated within the MOU.

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

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperators products or activities and does not by direct reference or implications convey the Cooperators endorsement of the U.S. Forest Service products or activities..
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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.

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



- printed 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.
- G. 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).
- H. 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.
- I. COOPERATORS ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge each other's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperators 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.

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."

- K. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- L. DEBARMENT AND SUSPENSION. The Cooperators 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 Cooperators 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.
- M. 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.
- N. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **March 31, 2022** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



O. 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. Signatures on file.

/s/ Sue Masica 03/24/2017
SUE MASICA, Regional Director
USDO, National Park Service, Intermountain Region
Date

/s/ Matt Hogan for 03/29/2017
NOREEN WALSH, Regional Director
USDO, U.S. Fish & Wildlife Service, Mountain-Prairie Region
Date

/s/ Tim Murphy 03/06/2017
TIM MURPHY, Idaho State Director
USDO, Bureau of Land Management, Idaho State Office
Date

/s/ Rick Hotaling, for 03/07/2017
JON K. RABY, Acting Montana State Director
USDO, Bureau of Land Management, Montana State Office
Date

/s/ Mary Jo Rugwell 03/21/2017
MARY JO RUGWELL, Wyoming State Director
USDO, Bureau of Land Management, Wyoming State Office
Date

/s/ Leanne M. Marten 03/03/2017
LEANNE M. MARTEN, Regional Forester
U.S. Forest Service, Northern Region
Date

/s/ Nora B. Rasure 03/08/2017
NORA B. RASURE, Regional Forester
U.S. Forest Service, Intermountain Region
Date

/s/ Brian Ferrebee 03/13/2017
BRIAN FEREBEE, Regional Forester
U.S. Forest Service, Rocky Mountain Region
Date



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

Teresa L. Johnson
TERESA L. JOHNSON

3/2/2017

Date

U.S. Forest Service Grants Management Specialist

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.