

State of Utah
 Department of Natural Resources
 Division of Wildlife Resources

Contract No.
70 1766
Amend No.

CONTRACT INFORMATION

Date 06/06/2013

Vendor No. _____
 Vendor US Forest Service
 Address Intermountain Region
 City Ogden UT

Description of work to be completed.

MOU with the US Forest Service to describe agency responsibilities and areas of cooperation and coordination between the USFS and UDWR.

Receivable Payable Land Acquisition MOU Easement/Right of Way

NUMBER OF FTE'S PER THIS CONTRACT:

# of AJ's	
# of AL's	
# of B's	
Total number of FTE's	0

DELIVERABLES (Reports, products, materials):

	Due Date:

Effective Date 07/01/2013
 Expiration Date _____

Total Amount to be Received/Paid:

Description	Amount
TOTAL	\$0.00

Charge indirects Yes No

Is this a new Project number? Yes No

A budget change form will need to be submitted with all contracts, including amendments.

Unit	Appr	Activity	Function	Program	Object	Amount	SLO Use
TOTAL						\$0.00	

Contract Monitor: Roger Wilson

Regional Supervisor Approval: _____

Section Chief Approval: 



FS Agreement No. 13-MU-11046000-024
Cooperator Agreement No. _____

70 1766

MEMORANDUM OF UNDERSTANDING
Between The
STATE OF UTAH
DIVISION OF WILDLIFE RESOURCES
And The
USDA, FOREST SERVICE
INTERMOUNTAIN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Utah, Division of Wildlife Resources, hereinafter referred to as "Division," and the USDA, Forest Service, Intermountain Region, hereinafter referred to as the "U.S. Forest Service."

National Forest System (NFS) lands referred to in this document are the Federally owned lands in Utah administered by the Forest Service including Wilderness, Wild and Scenic Rivers, National Recreation Areas, and other land within the Ashley, Dixie, Fishlake, Manti-La Sal, Sawtooth, Uinta-Wasatch-Cache National Forests, under the authority of 16 U.S.C.,472. This MOU is entered under authority of the Sikes Act of September 1, 1960 (16 U.S.C.670g-670i, 670o, Pub. L.86-797), as amended

Title: Terrestrial & Aquatic Species Conservation Programs on NFS Lands

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to describe the terrestrial and aquatic species conservation programs on NFS lands and to recognize agency responsibilities and areas of cooperation and coordination in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Division was created under the laws of the State of Utah to manage, protect, maintain, enhance, rehabilitate and extend the fish and wildlife populations of the State, and the Forest Service is authorized by Acts of Congress and regulations of the UDSA to administer the multiple use management of NFS lands in the State of Utah, including fish and wildlife habitats. It is mutually beneficial to work in harmony for the common purpose of maintaining, developing, and managing the fish and wildlife populations and associated habitats and other related resources on NFS lands. Such cooperation is in the best interests of the wildlife and fish resources on NFS lands and also in the best interest of the people of Utah and the United States.



III. SPECIFIC AREA OF COOPERATIONS

The specific areas of cooperation and subjects of mutual concern listed below have been identified as potentially needing attention for establishing or improving cooperation between the Division and the Forest Service. Basic guidelines or procedures that indicate how these matters will be handled in carrying out the provisions of this MOU may be developed, signed, and added through a modification, hereto becoming an integral part of this MOU. If other areas of cooperation and/or procedures, aside from those listed herein, need to be developed in the future, they may also be added in a modification as appropriate.

AREAS OF COOPERATION

1. Administrative Coordination
 - Permits and licenses
 - Emergency actions
 - Training
 - Other Agreements (law enforcement, etc)
2. Planning
 - Utah Wildlife Action Plan (Comprehensive Wildlife Conservation Strategy)
 - Utah Aquatic Invasive Species Management Plan
 - Utah Division of Wildlife Resources Strategic Plan
 - Utah Division of Wildlife Resources Management Plans
 - Forest Service Resource and Land Management Plans
 - Forest Service programmatic plans (timber program, travel management, livestock grazing, wildland fire use plans, etc.)
 - Forest Service projects made in compliance with the National Environmental Policy Act
 - Biodiversity/ecosystem/land management
 - Watershed Assessments
3. Special Emphasis Species
 - Threatened and endangered species
 - Forest Service sensitive species
 - State Native Species Status
4. Information Exchange – Data Sharing
 - Research studies
 - Resource information assistance and data sharing
5. Activity Plan Coordination
 - Habitat improvement
 - Land classification



- Land acquisition/trades
- Land-use authorizations
- Mineral activities
- Oil and gas activities
- Water developments
- Vegetation manipulations/control (other than fire suppression)
- Animal damage management (predators, rodents, insects)
- Fencing
- Forest management actions
- Road construction and access (including ORV)
- Recreation management/public fishing access
- Signs
- Public use facilities construction/maintenance
- Wilderness management guidelines
- Fire control/prescribed fires
- Bear baiting
- Nuisance bear issues
- Fish and Wildlife transplants
- Wildlife feeding on NFS and adjacent lands
- Fish stocking in wilderness
- Fish stocking in any waters connected to NFS waters
- Implementation of Conservation Agreements and Strategies
- Application of pesticides to remove species
- Aquatic invasive species prevention/monitoring
- Livestock grazing practices
- Water quality (TMDL)
- Properly functioning riparian habitats.

6. Public Involvement and Information

- News releases
- Informational papers
- Web Page Information

IV. DIVISION SHALL:

- A. Recognize the Forest Service as the agency responsible for the management of NFS lands in Utah and the fish and wildlife habitats on these lands.
- B. Consider Forest Service multiple use principles when conducting fish and wildlife management activities on NFS lands.
- C. Coordinate with and provide information and assessments to the Forest Service concerning Division objectives, plans, projects, programs, and policies for fish, wildlife, and related recreation on Forest Service administered lands.



- D. Notify the Regional Forester and Forest Supervisors of changes in policies, objective, plans, projects, programs, management, laws, and regulations which may affect NFS land management, policies, or Forest Service authorities on NFS lands including the lands within the National Wilderness Preservation System.
- E. Participate with the Forest Service during land management planning processes by providing input to the development of conservation strategies, goals, objectives, management areas, standards, guidelines, and monitoring.
- F. Assist, as appropriate, in preparation of environmental analyses under NEPA and other federal laws and regulations that may be required when there is a Forest Service action or decision associated with Division actions on NFS lands.
- G. Cooperate with the Forest Service in fish and wildlife population surveys and collection harvest data to the extent possible.
- H. Involve the Forest Service in the development of wildlife planning documents, seek comments on these documents, and coordinate actions on NFS lands directed by these documents.
- I. Cooperate with the Forest Service in the design and implementation of wildlife and fish management programs and actions on NFS lands.
- J. Notify and coordinate with the Forest Service prior to implementing any pesticide application in water located on NFS land in Utah. Provide sufficient lead time for the Forest Service to determine if authorization is required or if there are extraordinary circumstances which demand detailed environmental analysis for any federal action that may be required (see V.J)

V. THE U.S. FOREST SERVICE SHALL:

- A. Recognize the Division as the agency with the primary authority, jurisdiction, and responsibility to manage, control, and regulate fish and wildlife population on NFS lands.
- B. Cooperate in the enforcement of Utah Game and Fish laws and regulations to the extent permitted by Federal and State laws and regulations including reporting violations or suspected violations to the Division.
- C. Advise and coordinate with the Division on Forest Service plans, projects, preparation of environmental analysis reports or environmental statements, programs, and policies having an impact on fish and wildlife resources and related recreation.



- D. Coordinate with and involve the Division, in a timely manner, when developing goals, objectives, management areas, standards and guidelines, and monitoring that affect fish and wildlife habitat and related recreation in Forest Resource and Land Management Plans, amendments and revisions to those plans, and in subsequent plant, and fish and wildlife habitat management or conservation activities.
- E. Cooperate with the Division in accordance with F.4 below, in the design, implementation, and maintenance of fish and wildlife habitat structural and non-structural improvements on NFS lands, provided they are consistent with the Division and Forest Service management plans and conform to policies, laws, and regulations concerning the use of these lands.
- F. Cooperate with the Division, when requested, and to the extent feasible, in fish and wildlife population surveys and harvest data collection.
- G. Notify the Division of proposed changes in Forest Service policies and regulations that may affect Division programs on NFS lands.
- H. Cooperate with the Division to ensure that the appropriate level of environmental analysis is completed when State activities on NFS land require Forest Service authorization or there are other Federal actions implicated which trigger requirements for compliance with NEPA and other federal environmental laws. The Forest Service need not prepare environmental analyses under NEPA or other laws for actions undertaken solely by the State where no federal action by the Forest Service is required.
- I. Cooperate in the development and implementation of new analytical techniques, habitat inventories and evaluation procedures, and ecosystem and habitat type mapping.
- J. Recognize that the determination of when to apply registered pesticides to remove unwanted aquatic species from waters located on NFS lands, and the application of pesticides consistent with label requirements, are state actions to be conducted by the Division. While federal regulations at 36 CFR 261.9(f) require that use of all pesticides which affect NFS land be permitted by the U.S. Forest Service, applications of pesticides by the Division will generally meet the criteria for waiver of this permit requirement set forth in regulations at 36 CFR 251.50(e)(1)&(2). The U.S. Forest Service recognized that pesticide applications conducted by the Division typically have only nominal effects on NFS lands and resources, and do not conflict with NFS programs and operations, and that the Division adequately regulates its pesticide applications to assure this through NPDES permitting required under the Clean Water Act. Similarly, pesticide application may require ancillary uses of NFS land that are subject to U.S. Forest Service permit requirement, such as certain motorized uses, and the criteria for waiver of permit requirements will often apply to these uses on NFS land as well.



When action is required by the U.S. Forest Service to permit the use of pesticides in water bodies located on NFS land, or ancillary activities, this action will typically fall under the categorical exclusion at 36 CFR 220.6(d)(8) for minor, short-term uses of NFS land, which does not require documentation by the U.S. Forest Service. There may be exceptions where a specific pesticide proposal or ancillary activities will require more than minor, short-term uses of NFS land, or where there are extraordinary circumstances related to the proposal. Such exceptions include, but are not necessarily limited to the following situations:

- Physical disturbance of land: for example, where barriers must be constructed on NFS lands to accomplish treatment objectives.
- Presence of ESA-listed species or designated critical habitat.
- Congressionally designated areas such as Wilderness, Wild and Scenic Rivers, National Recreation Areas; or Research Natural Areas, and Native American Cultural Sites.

Notification of the U.S. Forest Service by the Division will provide the opportunity to assess whether there is any reason that the waiver of permit requirements and application of the categorical exclusion would not apply to specific proposal.

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

- A. **INTERAGENCY COORDINATION MEETINGS.** Statewide and local (Forest-level) coordination meetings will be held each year to exchange information and discuss projects, proposals, and issues of mutual interest,
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Gregory Sheehan, Director 1594 West North Temple Suite 2110, Box 146301 Salt Lake City, UT 84114-6301 Telephone: (801) 538-4700 Email: gregorysheehan@utah.gov	Roger Wilson, Aquatics Section Chief 1594 West North Temple, Suite 2110 Salt Lake City, UT 84114-4700 Telephone: (801) 538-4760 Email: rogerwilson@utah.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Danielle Chi, Regional Wildlife Program Manager 324 25 th Street Ogden, UT 84401 Telephone: (801) 625-5605 Email: dchi@fs.fed.us	Mechele MacDonald Grants Management Specialist 324 25 th Street Ogden, UT 84401 Telephone: (801) 625-5796 Email: mmacdonald@fs.fed.us

C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Division 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 Division, at the Division’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.

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

E. **ENDORSEMENT.** Any of the Division’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Division's products or activities.

F. **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.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Division 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.
- H. 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).
- I. 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.
- J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Division shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- K. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Division 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."

- L. **TERMINATION**. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- M. **DEBARMENT AND SUSPENSION**. The Division 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 Division 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.
- N. **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.
- O. **COMMENCEMENT/EXPIRATION DATE**. This MOU is executed as of the date of the last signature and is effective through June 30, 2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- P. **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.



Greg Sheehan

ACTING DIRECTOR 6/11/13

GREG SHEEHAN, Director
Utah Division Wildlife Resources

Date

Nora B. Rasure

NORA B. RASURE, Regional Forester
U.S. Forest Service, Intermountain Region

5/16/13

Date

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

Mechele Macdonald

MECHELE MACDONALD
U.S. Forest Service Grants Management Specialist

5/15/2013

Date

The authority and format of this agreement has been reviewed and approved for signatures.

Financial Manager

Financial Manager
Utah Division of Wildlife Resources

6/11/13

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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.