

FSM 2600 - WILDLIFE, FISH, AND SENSITIVE PLANT  
HABITAT MANAGEMENT  
R-6 SUPPLEMENT 2600-90-2  
EFFECTIVE 8/1/90

CHAPTER 2610 - COOPERATIVE RELATIONS

91 - SYSTEM DESCRIPTION. The Working Capital Fund data entry programs format data for transmission to and processing at the Department Computer Centers at Fort Collins and the National Finance Center. Refer to parent text exhibits 11 through 14 for field requirements, and refer to parent text exhibit 16 for error message descriptions in resolving Fort Collins errors and National Finance

1. Exhibit I. (Pages 3-6) MOU between Department of Fish and Game, State of California and USDA Forest Service, Region 6 (8/67).
2. Exhibit II. (Pages 7-10) MOU between Washington Department of Natural Resources and USDA Forest Service, Region 6 (7/81)
3. Exhibit III. (Pages 11-14) MOU between Washington State Department Service, Region 6 (7/81).
4. Exhibit IV. (Pages 15-17) An example of the acceptable format for an MOU between a Native American Indian Tribe(s) and USDA Forest Service.
5. Exhibit V. (Pages 18-21) MOU between Oregon Department of Fish and Wildlife, and USDA Forest Service, Region 6 (6/85).
6. Exhibit VI. (Pages 22-26) Region 6 is a party to this R-1 MOU with Idaho Department of Fish and Game (2/83) including R-6 in the cooperative programs as per a letter by Jeff Sermon, Regional Forester (R-6) and John Evans, then Governor of Idaho, executed April 26, 1983.
7. Exhibit VII. (Pages 27-28) Supplemental MOU to the document in Exhibit VI to provide for elk management on the National Forests of R-1, R-4, and R-6.
8. Exhibit VIII. (Pages 29-32) MOU between Animal and Plant Health Inspection Service and Forest Service, United State Department of Agriculture for Animal Damage Control.
9. Exhibit IX. (Pages 33-37) Master MOU between Washington Department of Fisheries, Washington Department of Wildlife, USDA Forest Service Region 6
10. Exhibit X. (Pages 38-42) Master MOU between the Trout Unlimited Corporation and The USDA Forest Service to provide a framework for cooperative management activities and research.

Exhibit 1

MEMORANDUM OF UNDERSTANDING

67-06-01

Department of Fish and Game  
State of California

Forest Service, Region 6  
U. S. Department of Agriculture

This Memorandum of Understanding, made in duplicate this 7<sup>th</sup> day of August, 1967, is entered into by and between the California Department of Fish and Game, hereinafter called the Department, and the United States Forest Service, through the Regional Forester, Region 6, hereinafter called the Forest Service.

WHEREAS, the Department, together with the Fish and Game Commission, has been created under the laws of the State of California to provide for the protection, propagation and control of fish and wildlife within the State, and

WHEREAS, the Forest Service is authorized by Acts of Congress and by Regulations issued by the Secretary of Agriculture to administer the resources of the National Forests, and

WHEREAS, it is mutual desire of the Department and the Forest Service to work in harmony for the common purpose of developing, maintaining and managing all the fish and wildlife resources for the best interests of the people of California and the United States.

The Forest Service agrees:

- (a) To recognize and give emphasis to those forms of land and resource management that will benefit fish and wildlife as fully as practicable, in coordination with other uses and values of the Forest.
- (b) To recognize the Department and the Fish and Game Commission as being primarily responsible for determining the means by which game animals, for animals and fish shall be used beneficially.
- (c) To assist the Department in the enforcement of the State Fish and Game laws to the extent permitted by Federal laws and regulations.
- (d) To make available to members of the Department such National Forest improvements, facilities and equipment as would be used normally in fish and wildlife and work, provided they are not currently being used by the Forest Service. Such use will be restricted to projects of direct interest or concern to the Forest Service.
- (e) To permit the erection and maintenance of structures needed to facilitate fish and wildlife management activities of the Department within the National Forests, provided such structures conform in character and location with the usual requirements of the Forest Service, and their intended use is not in conflict with Forest Service policy or plans.

- (f) To provide the Department with reports and copies of all vital correspondence directly related to this memorandum and to furnish the Department with copies of the general fish and wildlife reports prepared annually by the Forest Service.
- (g) To permit the Department to undertake and maintain fish and wildlife habitat improvements on the National Forests pursuant to laws and regulations governing use of these lands, and provided such improvements are in accord with Forest Service land use plans, provided further, that such projects are covered by individual cooperative agreements.
- (h) To facilitate the work of the Department by making available such records and data as may be available and pertinent to its work, such as maps, survey data and waterflow records.

The Department agrees:

- (a) To manage fish and game populations to the extent permitted by State laws and regulations so that damage to other National Forest resources is avoided.
- (b) To recognize the Forest Service as the agency responsible for determining the proper use of National Forest lands.
- (c) To sanction or make no artificial stocking of fish or wildlife which may affect National Forest land management until a joint investigation has been made and mutual agreement reached regarding its effect upon all resources.
- (d) To make no use of poisons for the control of predatory animals or other wildlife on the National Forest without prior approval of the Forest Service.
- (e) To make available to the Forest Service such facilities equipment and personnel as can be assigned for the prevention and suppression of forest fires on or near the National Forests insofar as is compatible with their normal use or duties.
- (f) To erect no signs or structures and perform no construction or other acts not herein provided for without first securing the concurrence of the Forest Supervisor.
- (g) To notify the Forest Service promptly of changes in the game, fur and fish laws or regulations.
- (h) To provide the Forest Service with reports, findings, news releases, or other written material relating to wildlife use on the National Forests and copies of other material and vital correspondence relating to this memorandum.

- (i) To recognize the U. S. Fish and Wildlife Service as the Agency responsible for Federal activities in the fields of predator control, rodent control, and zoological research on National Forest lands.

The Department and Forest Service mutually agree:

- (a) To promote a united approach by all interested parties to the problems relating to wildlife and fisheries management.
- (b) To cooperate in the restoration and management of fish and wildlife resources of the State of California in proper relation with the land use plans of the Forest Service.
- (c) To cooperate in the formulation and application of practical plans and programs to guide the management of fish and wildlife upon National Forest lands.
- (d) To meet jointly at least once annually, and more often if necessary, for discussion of matters relating to the management of fish and wildlife resources in or affecting the National Forests, and to provide for other such meetings at various administrative levels as may be relevant to the fish and wildlife resources and their habitat.
- (e) To discuss on the ground with local representatives of the Department and the Forest Service questions pertaining to the cooperative work of the two agencies which arise in the field, and refer matters of disagreement to the Regional Forester and to the Director of the Department for a decision.
- (f) When the views of one agency are contrary to the accepted policy or plans of the other, representatives of both agencies shall meet and attempt to work out the differences before either agency expresses in public a view contrary to the accepted policy or plans of the other agency.
- (g) To require close cooperation insofar as is practicable between the Department and the Forest Service, including prompt and complete interchange of information in all matters such as but, not limited to, law enforcement, game and fish stocking, predator control, game and fish surveys, emergency feeding, emergency feeding, habitat improvement, public education, refuges, and studies.
- (h) Develop separate and individual agreements whenever specific areas of National Forests are set aside for a program of intensive cooperative wildlife management which in part or whole are financed by deposits in a cooperative work fund.
- (i) That each and every provision of this memorandum of understanding is subject to the laws of the State of California and the laws of the United States.
- (j) That nothing in this memorandum shall be construed as obligating the Department or the State of California in the expenditure of funds for the future payment of money in excess of appropriations authorized by law.

- (k) That nothing in this memorandum shall be construed as obligating the Forest Service or the United States Government in the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
- (l) That nothing herein contained shall be construed as limiting or affecting in any way the authority of the Regional Forester in connection with the proper administration and protection of the National Forests in accordance with the purpose for which the lands contained therein were acquired and reserved.
- (m) That nothing herein contained shall be construed as limiting or affecting in any way the authority of the Director in connection with proper administration, protection or management of the fish and wildlife resources for which he is responsible.
- (n) That this memorandum shall become effective as soon as it is signed by the parties hereto and shall continue in force until terminated by either party upon thirty (30) days' notice in writing to the other of its intention to terminate upon a date indicated.
- (o) That no member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this memorandum, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this memorandum if made for a corporation for its general benefit.
- (p) That amendments to this memorandum of understanding may be proposed by either party and shall become effective upon approval by both parties.

California Department of Fish and Game

Date 7-14-67

By /s/  
Director

United States Forest Service

Date 8-7-67

By /s/  
Act. Regional Forester

Exhibit II

MEMORANDUM OF UNDERSTANDING

81-06-63-04

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, REGION 6

and the

WASHINGTON DEPARTMENT OF NATURAL RESOURCES

This Memorandum of Understanding is made by and between the Washington Department of Natural Resources, hereinafter called the "Department," and the United State Forest Service, Region 6, hereinafter called the "Forest Service."

WHEREAS, the department has been created by the laws of the State of Washington to manage trust lands and other resources of the State of Washington,

WHEREAS, the Forest Service under the laws of the United States and regulations of the Secretary of Agriculture is responsible for the management of fish and wildlife habitat including plants within the areas under its administration, compatible with other recognized uses of the lands and waters concerned, and

WHEREAS, it is the mutual desire of the Department and the Forest Service to work in harmony for the common purpose of developing, maintaining, and managing, all of the natural resources in the best interest of the people of Washington and of the United States.

WHEREAS, the Department has an established State Natural Heritage data base containing inventory data on plant species protected, proposed, or being reviewed under the 1973 Endangered Species Act, as amended; and, species on the current Department proposed and/or adopted lists of threatened, endangered, and sensitive plant species; and

WHEREAS, the effective management of these mentioned plant species on National Forests is dependent upon the availability and evaluation of both Statewide and National information available; and

WHEREAS, the Forest Service wishes to enhance the National Heritage data base, and obtain the advantage of its presence,

Now therefore the parties hereto agree as follows:

A. THE FOREST SERVICE AGREES:

1. To recognize the Department as the agency which has authority for the adoption of a State list of threatened, endangered, and sensitive plant species in the State of Washington.

2. To recognize and manage for the State's proposed and/or adopted list of Threatened, Endangered, and Sensitive Plant Species of Washington as part of the Forest Service sensitive species management program on National Forest lands.

3. To advise and consult with the Department on Forest Service plans for all project activities which may have impact on State designated threatened, endangered, and sensitive species.

4. To keep the Department informed, in writing, of Forest Service policies, programs, projects, or regulations which may have a significant impact on State listed threatened, endangered, and sensitive plant species.

5. To consult and coordinate with Department Natural Heritage Program personnel in complying with the endangered Species Act and the provisions of the National Environmental Policy Act which apply to threatened endangered, and sensitive species.

6. To recognize State listed threatened, endangered, and sensitive plant values in planning and conducting all resource programs consistent with applicable laws, regulations and policies.

7. To provide new or revised plant species data including sightings and inventory information to the Department in a usable form for incorporation into the National Heritage Data Base.

8. To enter into a Regional level procurement transaction annually, as funds are available, for acquisition from the Department of periodic reports which will include updated site specific plant locality information.

9. To enter into other procurement transactions for services to be performed in support of specific resource management projects on the Forests.

B. THE DEPARTMENT AGREES:

1. To recognize the Forest Service as the agency responsible for the occupancy, use, and management of the National Forests, including the management of State designated threatened, endangered, and sensitive plant species habitat present or potentially available thereon.

2. To keep the Forest Service informed, in writing of Department policies, programs, projects, or regulations pertaining to State listed threatened, endangered, and sensitive species which may have a significant impact on the National Forests.

3. To jointly develop management plans with the Forest Service for the recovery or relocation of any State listed threatened, endangered, and sensitive species on the National Forests.

4. To solicit Forest Service participation in establishing the desired level of State listed threatened, endangered, and sensitive plant populations on the National Forests.

5. To provide data on plant species locations and populations to assist the Forest Service in the preparation of environmental assessments or impact statements that involve Department listed threatened, endangered, and sensitive plant species habitat.

6. To provide verbal and written interpretation of these data to the National Forests, on a periodic and project basis, for compensation as required by the Forest Service.

C. THE DEPARTMENT AND THE FOREST SERVICE MUTUALLY AGREE:

1. That the successful management of threatened, endangered, and sensitive plant resources on National Forests depends on close cooperation between the Department and the Forest Service.

2. To cooperate in the formulation and application of practical long-range objectives, plans, and programs for the management of threatened, endangered, and sensitive plant species habitat upon National Forest Lands.

3. To cooperate in establishing viable population levels for sensitive species on National Forest lands, in accordance with National Forest policy and the biological requirements of the species.

4. To promote a free exchange of information pertinent to the management of threatened, endangered, and sensitive plant species and their habitat on land administered by the Forest Service.

5. To jointly study and resolve problems and capitalize on opportunities involving such plant species and their habitat on land administered by the Forest Service.

6. That nothing in this agreement shall be construed as obligating either the Department or Forest Service in the expenditure of funds, or for future payment of money in excess of appropriations authorized by law.

7. That nothing herein contained shall be construed as limiting or affecting in any way the delegated authority of Department or the Forest Service.

8. That this agreement shall become effective as soon as it is signed by the parties hereto and shall continue in force until termination by either party upon thirty (30) days' notice in writing to the other of its intention to terminate upon a date indicated.

9. That no Member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefore; but this provision shall not be construed to extend to this agreement if made for a corporation for its general benefit.

10. That amendments to the Memorandum of Understanding may be proposed by either party and shall become effective upon approval by both parties.



WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Date 8-5-1981

By /s/  
Supervisor

United States Forest Service

Date 7/1/81

By /s/  
Act. Regional Forester

Exhibit III

MASTER MEMORANDUM OF UNDERSTANDING

12-06-63-03

WASHINGTON DEPARTMENT OF FISHERIES,  
WASHINGTON DEPARTMENT OF GAME, AND  
USDA, FOREST SERVICE, REGION 6

This Memorandum of Understanding is made by and between the Washington State Department of Fisheries, hereafter called WDF, the Washington State Department of Game, hereinafter called WDG, and the United States Forest Service, Region 6, hereinafter called the Forest Service.

Whereas, the WDF has been established by the laws of the State of Washington to provide an adequate and flexible system of control, propagation, protection and regulations of the food fish, shell fish, and intertidal invertebrates and the protection and maintenance of viable habitat for the perpetuation of these species,

Whereas, the WDF has been established by the laws of the State of Washington to provide an adequate and flexible system of control, propagation, and protection and regulation of the game fish and wildlife of the state and for the protection and maintenance of a viable habitat for the perpetuation of these species,

Whereas, the Forest Service, under laws of the United States and regulations of the Secretary of Agriculture, is responsible for maintaining proper habitat conditions for populations of fish and wildlife within the areas under its administration, in harmony with other recognized uses of the land and water,

Whereas, it is the desire of the three parties to work in harmony for the common purpose of developing, maintaining, and managing all of the natural resources in the best interests of the citizens of Washington and of the United States,

A. The Forest Service Agrees:

1. To recognize the WDF as being responsible for the protection, perpetuation, and management of all food fish, shell fish, and intertidal invertebrates in the State of Washington.

2. To recognize the WDG as being responsible for the protection, perpetuation, and management of all game fish and wildlife in the State of Washington.

3. To advise and consult with WDF and WDG on Forest Service projects, programs, policies, and other activities which may have an impact on the fish and wildlife resources in the State of Washington and to keep WDF and WDG informed, in writing, of any Forest Service policies, programs, projects, or regulations which may have significant impact on these resources.

4. To consult and coordinate with concerned WDF and WDG personnel in complying with the provisions of the National Environmental Policy Act.
5. To assist, when requested, and insofar as it is consistent with the regularly assigned duties of personnel, with the management goals and law enforcement activities of the WDF and WDG.
6. To enter into cooperative agreements with the WDF and WDG for improvements of benefit to fish and wildlife habitat, to the extent such structures or activities conform to Forest Service policy.
7. To recognize fish and wildlife values in planning and conducting all resource programs consistent with applicable laws, regulations, and policies.

B. WDF and WDG agree:

1. To recognize the Forest Service as the agency responsible for the occupancy, use, and management of the National forests and the management of fish and wildlife habitat present or potentially available thereon.
2. To keep the Forest Service informed, in writing, of WDF and WDG policies, program, projects, or regulations which may have a significant impact on the National Forests.
3. To jointly develop with the Forest Service Plans, environmental assessments or environmental impact statements for the introduction or transplant of any fish or wildlife species on National Forest lands.
4. To coordinate with the Forest Service in establishing the desired level of fish and wildlife populations on the National Forests.
5. To consult with the Forest Service in regard to the regulation of fish and wildlife populations and harvests on National Forests.
6. To jointly develop with the Forest Service in the preparation of management and resource plans or environmental statements that involve fish and wildlife habitat on National Forest land.
7. To cooperate with and assist the Forest Service in the preparation of management and resource plans or environmental statements that involve fish and wildlife habitat on National Forest land.
8. To provide Forest Supervisors, upon request, written comments on project plans within a reasonable period of time.
9. To cooperate, insofar as possible, in the control of damage done by wildlife on lands under Forest Service administration.
10. To erect no signs or structures and perform no construction or other acts on the National Forests not herein provided for without first securing and approval of the Forest Supervisor.

C. WDF, WDG and the Forest Service mutually agree:

1. That the successful management of the fishery and wildlife resources and habitat on National Forests depends on close coordination among WDF, WDG, and the Forest Service.
2. That the Regional Forester and the Department Directors (or designees) shall meet annually to discuss compliance with this Master Memorandum of Understanding, major issues of disagreement, and opportunities to enhance fish and wildlife coordination between the three agencies.
3. To cooperate in the formulation and application of practical long-range objectives, plans, and programs for the management of fish and wildlife species and their habitat upon National Forest lands.
4. To promote a free exchange of information pertinent to the management of fish and wildlife on National Forest resources between the personnel of WDF, WDG and the Forest Service.
5. To jointly study and resolve problems and capitalize on opportunities involving fish and wildlife and their habitat on land administered by the Forest Service.
6. To develop and maintain, in a current status, State Comprehensive Fish and Wildlife Plans as provided in Section 202 of P.L. 93-452 (Sikes Act).
7. To meet jointly, at least once annually, at the Forest Supervisor/Regional Administrator level, and more often if necessary, for discussion of matters relating to the management of fish and wildlife resources in or affecting the National Forest, and to provide for other necessary meetings at various administrative levels for discussions of law enforcement, educational programs, cooperative studies, plans, fish and wildlife surveys, and such other matters as may be relevant to fish and wildlife and its habitat.
8. To recognize the expertise within Forest Service, WDF, and WDG in fish and wildlife habitat management and protection and, in a spirit of cooperation and to meet habitat objectives for fish and wildlife, meet jointly at least once annually at the Forest Service District level, and more often if necessary, for discussion of matters relating to management of fish and wildlife resources on or affecting National Forest lands and review Land Management Plans and appropriate project plans as they relate to fish and wildlife habitat.
9. To utilize "Policies and Guidelines for Fish and Wildlife Management in Wilderness." Developed by the International Association of Fish and Wildlife Agencies, as the foundation for management of fish and wildlife in National Forest wilderness within Washington.
10. That procedures or details associated with carrying out the provisions of this Memorandum of Understanding may be outlined in separate agreements which become supplemental to this Master Memorandum of Understanding.

11. That nothing in this agreement shall be construed as obligating the WDF, WDG or Forest Service in the expenditure of funds or far future payment of money in excess of appropriations authorized by law.

12. That nothing herein contained shall be construed as limiting or affecting in anyway the delegated authority of the WDF, WDG or the Forest Service.

13. That this agreement shall become effective as soon as it is signed by the parties hereto and shall continue in force until termination by any of the parties upon 30-days notice, in writing to the other, of its intention to terminate upon a date indicated.

14. That no member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extent to this agreement if made for a corporation for its general benefit.

15. That amendments to the Memorandum of Understanding may be proposed by any of the three parties and shall become effective upon approval by all parties.

Washington Department of Fisheries

1/19/82

Date

by     /s/    

Washington Department of Game

12/16/81

Date

by     /s/    

Director

USDA Forest Service

12-15-81

Date

by     /s/    

for Regional Forester

Exhibit IV

MEMORANDUM OF UNDERSTANDING FOR TRIBAL/FOREST  
SERVICE ANADROMOUS FISH HABITAT MANAGEMENT

Colville NATIONAL FOREST(S)

and

Yakima INDIAN TRIBE(S)

This Memorandum of Understanding by the Yakima Tribe, hereinafter called the Tribe, and the Colville National Forest, Forest Service, United States Department of Agriculture, hereinafter called the Forest Service for the purpose of:

Establishing a framework for a working relationship that is responsive to the responsibilities and interests of each party with respect to anadromous fisheries.

Establishing a process to ensure timely and consistent notification, consultation, and coordination procedures that provide for participation in both parties' planning and management with respect to anadromous fish habitat.

WHEREAS, The Forest Service and Tribe recognize each other's interest in the protection, and management of anadromous fish habitat in the Tribe's ceded areas within the National Forest, and

WHEREAS, activities on National Forest System lands may affect anadromous fish habitat, and

WHEREAS, both parties recognize that the Federal, State and Tribal governments have a role in the management of anadromous fish resources, and

WHEREAS, fishery resources are important to Tribe's cultural, religious, and economic life, and

WHEREAS, the Tribe(s) has a reserved treaty right to harvest anadromous fish, at usual and accustomed places in areas on or near the National Forest, and

WHEREAS, it is the desire of the parties to cooperate in developing, maintaining, and managing anadromous fish habitat in the interest of the Tribe, and other citizens of the State of Washington and of the United States.

a. The Forest Service agrees:

1. To recognize the importance of protecting and managing anadromous fish habitat when planning and conducting Forest Service programs.
2. To consult and coordinate with concerned Tribes in fishery habitat inventories and in the evaluation of proposed projects that may impact anadromous fish habitat, such as timber sales, roads, and special use permits, (that is, hydropower development)
3. To coordinate when requested, and insofar as it is consistent with the regularly assigned duties of personnel, with the habitat management of the Tribe.

b. The tribe agrees:

1. To provide comments in a timely manner to the Forest Service on desired quality and quantity of fish habitat on National Forest System lands.
2. To assist the Forest Service in the preparation of management and resource plans or environmental statements that involve fish habitat on National Forests.
3. To provide the Forest Service, upon request, with written and/or oral comments on proposed project plans within a reasonable period of time.

c. The tribe and the Forest Service mutually agree:

1. To establish a process to notify in writing and consult each other in a timely and consistent manner on the development and implementation of projects, programs, policies, regulations, and other activities that may have potential impact on anadromous fish habitat on National Forest System lands.
2. That the successful management of anadromous fish resources and habitat on National Forest System lands depends on close coordination between the Washington Department of Fisheries, the Washington Department of Game, National Marine Fisheries Services, U.S. Fish and Wildlife Service, the Tribes, and the Forest Service.
3. To work together in the formulation and application of practical long-range objectives, plans, and programs for the management of fish habitat upon National Forest System lands.
4. To promote a free exchange of information pertinent to the management of fish habitat on National Forest System lands between the personnel of the Tribe and the Forest Service.
5. To study and resolve problems and capitalize on opportunities involving fish habitat on land administered by the Forest Service.

6. That the Forest Supervisor (or designee) and the Tribal Chairman (or designee) meet at least once annually by February 15 of each year, and more often if necessary, for discussion of matters relating to the management of fish habitat, compliance with the memorandum, and to provide for other necessary meetings at the various Forest and Tribal administrative levels for discussion of anadromous fish habitat management.
7. To enter into cooperative agreements for evaluation and/or improvement of anadromous fish habitat.
8. The procedures or details associated with carrying out the provisions of this Memorandum of Understanding may be outlined in separate agreements which would become supplemental to this master Memorandum of Understanding.
9. That nothing in this agreement shall be construed as obligating the Tribe or the Forest Service in the expenditure of funds or for future payment in excess of appropriations authorized by law.
10. That nothing herein contained shall be construed as limiting or affecting in any way the authority of the Tribe, the Forest Service, or any other agency.
11. That this agreement shall become effective as soon as it is signed by the parties hereto, and shall continue to be enforced until terminated by either party upon 30 days notice, in writing, to the other of its intention to terminate upon date indicated.
12. That amendment to the Memorandum of Understanding may be proposed by either party, and shall become effective upon approval by both parties.
13. That nothing in this agreement is intended to preclude communications by the Tribe with other administrative levels of the Forest Service.

June 19, 1985  
Date

by /s/  
Forest Supervisor, Colville NF

June 19, 1985  
Date

by /s/  
Tribal Chairman, Yakima NF



Exhibit V

MEMORANDUM OF UNDERSTANDING

USDA FOREST SERVICE, REGION 6

and the

OREGON DEPARTMENT OF FISH AND WILDLIFE

This Memorandum of Understanding is made by and between the Oregon Department of Fish and Wildlife, hereinafter called the "Department," and the United States Department of Agriculture Forest Service, Pacific Northwest Region, hereinafter called the "Forest Service."

WHEREAS, the Department has been created by the laws of the State of Oregon to manage all the fish and wildlife resources of the State of Oregon.

WHEREAS, the Forest Service under the laws of the United States and regulations of the Secretary of Agriculture is responsible for the management of fish and wildlife habitat within the areas under its administration, compatible with other recognized uses of the lands and waters concerns, and

WHEREAS, it is the mutual desire of the Department and the Forest Service to work in harmony for the common purpose of developing, maintaining, and managing all of the natural resources in the best interests of the people of Oregon and of the United States.

A. THE FOREST SERVICE SHALL:

1. Recognize the Department as being responsible for the management of all fish and wildlife species over which it has jurisdiction in the State of Oregon.
2. Consult and coordinate with Department personnel in complying with the provisions of the Natural Environmental Policy Act and the National Forest Management Act as related to fish and wildlife resources.
3. Recognize the Department's goals and objectives in the development of National Forest Plans. Implementation of these plans will be the means of providing habitat capability to assist the Department in achieving fish and wildlife goals.
4. Provide the Department the opportunity to participate on interdisciplinary teams when impacts on wildlife and fish or their habitats may be concern to the Department.

B. THE DEPARTMENT SHALL:

1. Recognize the Forest Service as the agency responsible for the occupancy, use, and management of the National Forests and National Grasslands, and the fish and wildlife habitat present or potentially available thereon.

2. Solicit Forest Service participation in establishing the desired level of fish and wildlife populations on the National Forests or Grasslands and consult with them on regulation and harvest.

3. Assist the Forest Service in the preparation of management and resource plans or environmental statements that involve fish and wildlife habitat.

4. Cooperate in the control of damage done by wildlife on lands under Forest Service administration.

5. Erect no signs or structures and perform no construction or other acts on the National Forests not herein provided for without first securing the approval of the Forest Supervisor or District Ranger.

C. THE DEPARTMENT AND THE FOREST SERVICE MUTUALLY AGREE:

1. That the successful management of fish and wildlife resources on National Forests and Grasslands depends on a partnership between the Department and Forest Service.

2. That the Regional Forester and the Department Director shall meet annually to discuss compliance with this Master Memorandum of Understanding, major issues of disagreement, and opportunities to enhance fish and wildlife coordination between the two agencies.

3. To enter into cooperative agreements, supplemental memoranda of understanding, special use permits, or other documents as needed for construction and maintenance of improvements of benefit to fish and wildlife habitat, introduction or transplant of any fish or wildlife species on National Forest lands, or other purposes in connection with fish and wildlife habitat management, to the extent such improvements or activities are consistent with policies of both agencies.

4. To cooperate in the formulation and application of practical long-range objectives, plans, and programs, for the management of fish and wildlife habitat upon National Forest lands.

5. To promote a free exchange of information pertinent to the management of fish and wildlife, in writing if necessary, on actions affecting the fish and wildlife resources including policy decisions. Copies of plans, news releases, correspondence, environmental impact statements and decision notices or meetings both formal and informal will be provided as necessary.

6. To jointly study and resolve problems and capitalize on opportunities involving fish and wildlife and their habitat on land administered by the Forest Service and to coordinate the preparation of reports or other publications prior to the release of information.

7. To develop and maintain in a current status, State-wide comprehensive fish and wildlife plans as provided in Section 202 of P.L. 93-452 (Sikes Act).

8. That improvements, facilities and equipment will be used as appropriate and available in the conduct of fish and wildlife management activities and coordinated with local representatives of both agencies. Appropriate charges may be made if required by status or federal laws or regulations.

9. To assist, insofar as possible, with the fish and wildlife management and law enforcement of the Department of lands administered by the Forest Service.

10. To meet jointly at least once annually at the Forest Supervisor/Regional Supervisor level, and more often if necessary, for discussion of matters relating to the management of fish and wildlife resources in or affecting the National Forests, and to provide for other resources in or affecting the National Forests, and to provide for other necessary meetings at various administrative levels for discussion of law enforcement; educational programs; cooperative studies; plans; fish and wildlife surveys; hunting, fishing, and trapping seasons; and such other matters as may be relevant to fish and wildlife and its habitat.

11. When the views of one agency are contrary to the established policy or plans of the other, representatives of both agencies shall meet in advance and attempt to resolve differences before either agency expresses in public a view contrary to the established policy or plans of the other agency. This is not to be construed to prevent either agency from providing pertinent information to the public on the probable impacts of proposed actions prior to the decision adopting a specific policy or plan of action. However, the emphasis is for each agency to work together in the interdisciplinary approach in the decision-making process.

12. When problems or management differences occur, emphasis will be placed on resolution at the appropriate administrative level beginning with the District Ranger/District Biologist level and elevating the problems to the Forest Supervisor/Regional Supervisor and Regional Forester/State Director if necessary.

13. To utilize "policies and Guidelines for Fish and Wildlife Management in Wilderness Areas," developed by the International Association of Fish and Wildlife Agencies, as the foundation for management of fish and wildlife in National Forest wilderness within Oregon.

14. That nothing in this agreement shall be construed as obligating either the Department or Forest Service in the expenditure of funds, or for future payment of money in excess of appropriations authorized by law.

15. That nothing herein contained shall be construed as limiting or affecting in any way the delegated authority of the department or the Forest Service.

16. That this agreement shall become effective as soon as it is signed by the parties hereto and shall continue in force until termination by either party upon thirty (30) days' notice in writing to the other of its intention to terminate upon a date indicated.

17. That no Member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made for a corporation for its general benefit.

18. That amendments to the Memorandum of Understanding may be proposed by either party and shall become effective upon approval by both parties. In addition the Forest Supervisors and Regional Supervisors have authority and are instructed to supplement this Memorandum to provide for specific local needs including habitat improvement construction and maintenance.

OREGON DEPARTMENT OF FISH AND WILDLIFE

7/1/85  
Date

by /s/  
Director

USDA FOREST SERVICE

June 21, 1985  
Date

by /s/  
for Regional Forester

Exhibit VI

MEMORANDUM OF UNDERSTANDING  
IDAHO DEPARTMENT OF FISH AND GAME - FOREST SERVICE  
REGIONS ONE AND FOUR  
U.S. DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding is entered into by and between the Idaho Department of Fish and Game, hereinafter referred to as the Department acting by and through its Commission and Director, under the authority of Title-36, and any other appropriate title and chapter of the State of Idaho code, and the Forest Service, USDA, acting by and through the Regional Foresters, Region One and Four, hereinafter referred to as the Forest Service.

WHEREAS, The Department has been created under the laws of the State of Idaho to provide for the protection, preservation, and management of wildlife and fish within the State, and

WHEREAS, the Forest Service is authorized by acts of Congress and by regulations issued by the Secretary of Agriculture to administer the resources of the National Forests, and

WHEREAS, it is the mutual desire of the Department and the Forest Service to work together for the common purpose of developing, maintaining, and managing all of the wildlife and fish resources on lands administered by the National Forests for the best interests of the people of Idaho and of the United States.

NOW THEREFORE, in consideration of the above premises the parties hereto agree as follows:

A. The Forest Service shall:

1. Manage National Forest System lands to the extent permitted and required by Federal law, regulation, and the principles of multiple use management to consider wildlife and fish in all management
2. Recognize the Department as being the agency responsible for managing wildlife and fish.
3. Consider the Department's goals and objectives in the development of National Forest Plans. Implementation of these plans will be the means of providing habitat capability to assist the Department in achieving wildlife and fish population goals.
4. Provide the Department with copies of Forest Management Plans, news releases, wildlife and fisheries habitat management plans of a Regional, Forest, District or area level, correspondence relative to wildlife and fisheries including formal consultation on endangered species matters, environmental analysis, environmental impact statements, and decision notices. To provide, upon request from the Department, the opportunity to review other reports and plans on a Regional, Forest, and District level which relate to the management of Forest resources other than wildlife and fish which could affect wildlife habitats. Specific details shall be developed in the Forest Supervisor/Regional Supervisor supplements.

5. Make available to representatives of the Department such National Forest improvements, facilities, equipment, pack and saddle stock, aircraft and services as would be used in wildlife work, provided they are not currently being used by the Forest Service.

6. Permit the erection and maintenance of structures needed to facilitate wildlife and fish management activities of the Department within the National Forests, provided such structures conform in character and location with requirements of the Forest Service, and that such projects are covered by individual cooperative agreements, letter of concurrence by appropriate line officer, or special use permit.

7. Permit the Department to undertake and maintain wildlife and fish habitat improvements on the National Forests pursuant to laws and regulations governing use of those lands, and provided such improvements are in accord with National Forest land management plans, and such projects are covered by individual cooperative agreements, letter of concurrence by appropriate line officer, or special use permits.

8. Invite Department representative to participate on interdisciplinary teams when impacts on wildlife and fish or habitats may be of concern to the Department.

B. The Department Shall:

1. Manage wildlife and fish to the extent permitted by State laws and regulations so that the effects on other National Forest resources are considered.

2. Recognize the Forest Service as the agency responsible for the management of National Forest System lands.

3. Provide the Forest Service with Department's Species Management Plans, reports, findings, news releases, laws and regulations, or other written materials relating to wildlife and fish use on the National Forests and copies or other material and vital correspondence relating to this Memorandum.

4. Make available to the Forest Service such improvements, facilities, and equipment as would be used normally in the management and protection of National Forest resources, provided they are not currently being used by Department personnel.

5. Erect no signs or structures and perform no construction not herein provided for on National Forest System lands without first securing the approval of the appropriate Forest Supervisor, or his representative.

6. Make no use of chemicals for the control of wildlife or fish on National Forest System lands without prior consultation with the Forest Service.

7. Invite Forest Service personnel to participate in Department meetings when fish and game plans are being developed that may affect National Forest System lands.

8. Consult with the Forest Service on proposed transplants or introductions of wildlife and fish with sufficient lead time to permit joint field investigations regarding the effects of such programs on National Forest System lands. Normal and recurrent trapping and transplant projects, as defined in the Forest Supervisor/Regional Supervisor Supplements, are an exception to this procedure.

9. Comply with Civil Rights Act of 1964 and in accordance with Title 6 of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity under this memorandum.

1. It is mutually agreed and understood by and between the said parties:

1. To cooperate in the development and application of plans, surveys, and programs, and to effect evaluations of other resource programs by providing and sharing scientific information

2. That the Department and Forest Service will assist each other in the enforcement of applicable laws and regulations by reporting violations, or suspected violations, to the responsible Conservation Officer or Forest Officer. Such enforcement activities will be incidental to the regular work activities of the respective agencies.

3. To meet periodically to discuss matters relating to the management of wildlife and fish resources on National Forest System lands.

4. That the Department and Forest Service will jointly cooperate in the monitoring of management indicator species, as listed in Forest Plans.

5. That the use of improvements, facilities, equipment, pack and saddle stock, and aircraft for wildlife and fish management purpose will be coordinated with the local representatives of both agencies. If there is to be a charge for the use of such equipment or services rendered, then the rate will be at actual cost.

6. To erect on National Forest System lands structures and improvements that benefit wildlife and fish resources, and undertake mutual signing for road closures where agreeable and appropriate. The manufacture, location, language, and type of signs that the Department or the Forest Service desires to erect on National Forest System lands that deal with wildlife management practices, policy, or benefits will be in keeping with standards published in the Forest Service Sign Handbook; details will be worked out cooperatively between the Department and the local Forest Supervisor.

7. Emphasis will be placed on resolving differences by the Forest Supervisor and Regional Supervisor of the Department. If disagreements cannot be resolved they may be referred to higher administrative levels.

8. When the views of one agency are contrary to the established policy or plans of the other, representatives of both agencies shall meet in advance and attempt to resolve differences before either agency expresses in public a view contrary to the established policy or plans of the other agency. This is not to be construed to prevent either agency from providing pertinent information to the public on the probable impacts of proposed actions prior to the decision adopting a specific policy or plan of action. However, the emphasis is for each agency to work together in the interdisciplinary approach in the decision making process.

9. That separate and individual agreements will be developed whenever specific areas of National Forest are set aside for a program of intensive cooperative wildlife and fish management which in part, or in whole, are financed by deposits in a cooperative work fund.

10. That each and every provision of this Memorandum is subject to the applicable laws of the State of Idaho and the laws of the United States, and the regulations promulgated by each.

11. That nothing in this Memorandum shall be construed as obligating the Department or the State of Idaho and the Forest Service or the United States Government in the expenditure of funds or for the future payment of money in excess of appropriations authorized by States and Federal laws.

12. That nothing herein contained shall be construed as limiting or affecting in any way authority of:

- a. The Department in connection with the harvest, protection, preservation, and propagation of wildlife and fish resources for which it is responsible.
- b. The Regional Forester in connection with the administration and protection of the National Forest System lands in accordance with the purpose for which the lands contained therein were acquired and reserved.

13. That no member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this Memorandum or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Memorandum if made for a corporation for its general benefit.

14. This agreement may be terminated by mutual consent or by either party upon 90 days' written notice.



15. This agreement supersedes agreement dated March 4, 1976, and supplements by each agency.

16. To develop and maintain supplements to this Memorandum between individual Forest Supervisors and the Department's Regional Supervisors for the purpose of promoting understanding and cooperation by describing procedures for communication and coordination. These supplements shall follow the same format and content as this Master.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

IDAHO DEPARTMENT OF FISH AND GAME

Date APR 7, 1983

/s/  
Director

USDA, FOREST SERVICE, R-4

Date 4/14/83

/s/  
for Regional Forester

USDA, FOREST SERVICE, R-1

Date 2/18/83

/s/  
Regional Forester

Exhibit VII

SUPPLEMENT TO

MASTER MEMORANDUM OF UNDERSTANDING

86-06-63-26

IDAHO DEPARTMENT OF FISH AND GAME -  
USDA FOREST SERVICE REGIONS 1, 4, AND 6

WHEREAS, the Idaho Department of Fish and Game, hereinafter referred to as the Department, and the USDA Forest Service, (Regions 1, 4, and 6), hereinafter referred to as the Forest Service, mutually recognize the opportunity to improve elk management on National Forests through increased cooperative efforts, and

WHEREAS, the Department and Forest Service agree that a clearly understood and implemented access management program will increase the effectiveness of habitat management for elk, and that the variety of public hunting and related recreation opportunities can thereby be promoted, and

WHEREAS, the absence of such an effective access management program will lead to diminished elk habitat effectiveness and reduced hunting opportunities, thereby not fulfilling elk and hunter outputs as projected in agency management plans. It is envisioned that this condition would result in interagency polarization and lead to conflicts in dealing with project-level decisions and actions; accompanied by a decrease in public trust of the agencies management abilities, and lower public acceptance of integrated resource management programs, and

WHEREAS, the Department and Forest Service desire to initiate a cooperative access management program to improve elk hunting opportunities and habitat security on National Forests, and

WHEREAS, the Master Memorandum of Understanding between the Department and the Forest Service, dated April 14, 1983, does not specifically provide for such a cooperative program.

NOW THEREFORE, in consideration of the above premises, the Department and Forest Service hereby agree that:

1. Forest Supervisors and Regional Supervisors will meet to discuss and agree upon geographic areas within which to manage access for elk hunting opportunities and elk habitat security.
2. Forest Supervisors and Regional Supervisors will meet and review elk habitat security as identified in National Forest Management Plans and will develop and implement levels of access management appropriate to support the desired variety of hunting opportunities.
3. Forest Supervisors and Regional Supervisors will develop cooperative enforcement programs to maintain and improve elk hunting opportunities and habitat security on National Forests at desirable levels.

4. Forest Supervisors will address hunter access management within the content of their Travel Planning Program, which will be coordinated with Regional Supervisors.

5. Forest Supervisors and Regional Supervisors will monitor and evaluate and make desired revisions to access management programs.

IN WITNESS THEREOF, the parties hereto have executed this amendment as of the last date written below.

Date 10/6/86

/s/  
Director  
IDAHO DEPARTMENT OF FISH AND GAME

Date 8/21/86

/s/  
Regional Forester  
USDA FOREST SERVICE, R-1

Date 8/29/86

/s/  
Regional Forester  
USDA FOREST SERVICE, R-4

Date 9/23/86

/s/  
Regional Forester  
USDA FOREST SERVICE, R-6

Exhibit VIII

No. 12-34-71-0002 (MU)

MEMORANDUM OF UNDERSTANDING  
between the  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
and the  
FOREST SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

for

ANIMAL DAMAGE CONTROL

I. PURPOSE

The Animal and Plant Health Inspection Service (APHIS) and the Forest Service (FS) are agencies of the United States Department of Agriculture concerned with animal damage control (ADC), research, and management.

The purpose of this Management of Understanding are: (1) to identify responsibilities of the respective agencies in discharging the Federal obligation under the Animal Damage Control Act of March 2, 1931, (46 Stat. 1468; U.S.C. 426-426b), as amended, for the management of wild vertebrates causing damage on National Forest System (NFS) lands; (2) to establish general responsibilities, consistent with USDA policy on wildlife, fish and plant habitat management (9500-4); and (3) to strengthen the cooperative approach to ADC on NFS lands.

II. INTRODUCTION

It is mutually recognized that the management of animal damage on NFS lands is important and may involve the control of animal populations to achieve land and resource management objectives. Further, it is mutually recognized that the tools and procedures available for managing populations must be used in a professional, judicious manner, according to a well conceived plan; otherwise, the land and resource management objectives may not be met, and serious consequences to wildlife and environment may result.

The agencies agree that they have a mutual responsibility for limiting damage caused by wildlife, consistent with other wildlife values. They also agree that in evaluating the need for, and in conducting ADC programs, the social, esthetic, and other values of wildlife must be adequately weighed along with economic considerations.

APHIS may be required to protect endangered or threatened species; to assure desired numbers of wildlife for public enjoyment; to preserve ecologically unique areas; to limit depredations to livestock and wildlife species; to limit animal damage to forest lands, grasslands, croplands, or revegetation or reforestation projects; to limit animal damage to buildings, signs, campgrounds, and other property; and to suppress animal-borne diseases.

It is also recognized that:

1. The FS is responsible for the management of land under its jurisdiction, including the identification of how those lands are to be used and the establishment or authorization of such management objectives. This includes a determination as to whether or not ADC is necessary to accomplish broader multiple-use objectives.

2. On NFS lands, the FS is responsible for evaluation ADC requests from permittees, determining the need for control, and approving the methods, timing, and area of control. The FS is also responsible for conducting routine ADC (nonpredator control) operations on NFS lands. (The FS will coordinate with APHIS in evaluating the need for control and the methods, timing, and area of control.)

3. APHIS is responsible, under the Animal Damage Control Act of March 2, 1931, as amended, and pursuant to The Rural Development, Agriculture, and Related Agencies Appropriations Act for providing ADC services and maintaining necessary technical expertise, for evaluating the recommending ADC control techniques, and for conducting forest and range ADC research.

4. All ADC programs on NFS lands will be developed and conducted in coordination with the appropriate State or Federal agencies.

TO IMPLEMENT THE FOREGOING, the parties agree as follows:

### III. AGREEMENT

#### The Forest Service shall:

(1) In cooperation with APHIS or permittees, determine areas where protection of livestock from predators may be needed and request appropriate assistance from APHIS.

(2) Annually, update ADC work plans in consultations with APHIS, and with the appropriate State or Federal agencies, and others. Identify human safety zones and other areas where, for multiple-use reasons, ADC tools will be restricted or excluded.

(3) Ensure compliance with the National Environmental Policy Act (NEPA) for site-specific areas on NFS lands. Prepare Environmental Assessments or Environmental Impact Statements in a timely manner, where applicable.

(4) Conduct routing ADC operations (installation of plastic seedling protectors, baiting of pocket gophers, etc.) on NFS lands. FS wildlife biologists, silviculturists, and others who conduct ADC on NFS lands will maintain expertise in ADC as needed for planning (Land and Resource Management Plans, NEPA compliance, silvicultural prescriptions, etc.) and operations.

#### The Animal and Plant Health Inspection Service shall:

(1) Assist the FS in evaluating ADC needs and in developing an annual ADC work plan for areas of need;

(2) Advise the FS and permittees if circumstances specific to the area covered by the work plan preclude feasible ADC operations.

(3) As approved by the responsible FS Line Officer, conduct ADC on NFS lands with tools and techniques agreed to in the annual work plan and in compliance with applicable Federal, State, and local laws and regulations.

(4) Provide the FS with documentation regarding reported and verified livestock losses and the probable causes of those losses.

(5) Inform the FS about ADC requests, control activities, and results on a timely basis.

(6) Provide the FS with technical information on recommended ADC tools and techniques.

(7) As requested by Forests, conduct ADC training sessions for FS personnel.

IV. BOTH AGENCIES AGREE TO:

(1) As requested by Forests, conduct ADC on NFS lands in accordance with the USDA policy on fish and wildlife, consistent with applicable Land and Resource Management Plans, and the Forest-wide and management area direction;

(2) As needed, for State level interagency planning groups with appropriate State agencies and other cooperators, to assure a mutual planning effort in each State for developing annual ADC work plans;

(3) As needed, develop a State interagency ADC agreement between the two Federal agencies and the appropriate State of Federal agencies;

(4) Evaluate the ADC Program on an annual basis, with emphasis on its effectiveness in reducing predator depredations and meeting the objectives stated in this MOU;

(5) The FS Regional Forester and the APHIS Regional Director, or their representatives, shall meet annually to coordinate ADC operations;

(6) Cooperate on ADC research of mutual interest;

(7) In cooperative ADC research involving the FS and APHIS, neither agency will be constrained from pursuing the biologically appropriate lines of scientific inquiry for areas under its purview, as required to meet its management or research objectives. State agency cooperators will be informed of proposed, ongoing, and completed ADC research.

(8) Any problems that arise in the field regarding implementation of this agreement that cannot be resolved promptly will be forwarded to the next level for review and resolution.

(9) Conduct an annual meeting of the APHIS-ADC Deputy Administrator and the Director of the Denver Wildlife Research Center and the FS Deputy Chief for Research, or their representatives, to coordinate research activities.

(10) Nothing in this Memorandum of Understanding is intended to modify in any manner the present cooperative programs of either agency with State, other public agencies, or educational institutions.

V. EFFECTIVE DATE

This Memorandum of Understanding will become effective upon the date subscribed by the last signatory. This Memorandum may be amended at any time by mutual agreement of the parties in writing. It shall continue in force until terminated by either of the agencies upon 90 days written notice to the other.

UNITED STATE DEPARTMENT OF AGRICULTURE

Animal and Plant Health Inspection Services

Date MAR 9, 1988 by /s/D.R. GRADDICK

Title Acting Administrator

Forest Service

Date FEB 24, 1988 by /s/GEORGE M.

Title Associate Chief, Forest Services

Exhibit IX

PNW 89-623  
89-06-63-06

Master Memorandum of Understanding  
Washington Department of Fisheries  
Washington Department of Wildlife  
USDA, Forest Service, Region 6, and  
USDA, Forest Service, Pacific Northwest Research Station

This Master Memorandum of Understanding is made by and between the Washington State Department of Fisheries, hereinafter called WDF; the Washington State Department of Wildlife, hereinafter called WDW, and the United States Forest Service, Region 6 and the Pacific Northwest Research Station, hereinafter called the Forest Service.

Whereas, the WDF has been established by the laws of the State of Washington to preserve, protect, and perpetuate food fish and shellfish, and associated habitats,

Whereas, the WDW has been established by the laws of the State of Washington to preserve, protect, and perpetuate the game fish and wildlife of the state and associated habitats,

Whereas, the Forest Service under the laws of the United States and regulations of the Secretary of Agriculture is responsible for the management of and research on fish and wildlife habitat within the areas under its administration, compatible with other recognized uses of the lands and waters concerns and

Whereas, it is the desire of the three parties to work in harmony for the common purpose of developing, maintaining, and managing all of the natural resources and associated recreation in the best interests of the citizens of Washington and of the United States,

A. The Forest Service agrees:

1. To recognize the WDF as being responsible for the protection, perpetuation, and management of all food fish and shellfish in the State of Washington.
2. To recognize the WDW as being responsible for the protection, perpetuation, and management of all game fish and wildlife in the State of Washington.
3. To consult and coordinate with WDF and WDW personnel in complying with the provisions of the National Environmental Policy Act (NEPA), the National Forest Management Act, Resources Planning Act (RPA), and the Sikes Act as related to fish and wildlife resources and associated recreation.
4. To advise and consult with WDF and WDW on Forest Service programs, policies, and other activities which may have an impact on fish and wildlife resources and associated recreation.



5. To consider WDF's and WDW's goals and objectives in the development of National Plans. Implementation of these plans will be the means of providing habitat capability to assist WDF and WDW in achieving fish and wildlife goals.
6. To provide WDF and WDW the opportunity to participate on interdisciplinary teams when impacts on wildlife and fish, their habitats and associated recreation may be of concern to WDF and WDW.
7. To cooperate with WDF and WDW in identification of research needs and in conducting fish and wildlife research.

B. WDF and WDW agree:

1. To recognize the Forest Service as being responsible for the occupancy, use, and management of the National Forests and the research and management of fish and wildlife habitat present or potentially available thereon.
2. To solicit Forest Service participation in establishing the desired level of fish and wildlife populations on the National Forests and consult with them on regulation and harvest.
3. To cooperate with and assist the Forest Service in the preparation of management and resource plans or NEPA documents that involve fish and wildlife habitat and associated recreation on National Forest land.
4. To consider Forest Service's goals and objectives in the development of fish and wildlife plans.
5. To provide Forest Supervisors and research project leaders, upon request, written comments on project plans within a reasonable period of time.
6. To cooperate with the Forest Service in preparation and conduct of research plans of mutual interest.
7. To cooperate, insofar as possible, in the control of damage done by wildlife on lands under Forest Service administration.
8. To erect no signs or structures and perform no construction or other acts on the National Forest not herein provided for without first securing the approval of the appropriate line officer.

C. WDF, WDW, and Forest Service mutually agree:

1. That the successful management of the fishery and wildlife resources, habitat, and associated recreation on National Forest depends on close coordination among WDF, WDW and the Forest Service.
2. That the Regional Forester, Station Director, and WDF and WDW Directors (or designees) shall meet annually to discuss compliance with the Master Memorandum of Understanding, major issues of mutual concern, and opportunities to enhance fish and wildlife coordination between the three agencies.

3. To meet jointly at least once annually at the Forest Supervisor/Division Chief/Project Leader/Regional Administrator level, and more often if necessary, for discussion of matters relating to the research and management of fish and wildlife resources in or affecting the National Forest, and to provide for other necessary meetings at various administrative levels for discussions of law enforcement, educational programs, cooperative studies, plans, fish and wildlife surveys, and such other matters as may be relevant to fish and wildlife and its habitat.
4. To recognize the expertise within the Forest Service, WDF and WDW in fish and wildlife habitat management, protection and research, and fish and wildlife-oriented recreation and, in a spirit of cooperation and to meet jointly at least once annually at the Forest Service Ranger District level, and more often if necessary, for discussion of matters relating to management of fish and wildlife resources on or affecting National Forest System lands and review land management plans and appropriate project plans as they relate to fish and wildlife habitat.
5. To cooperate in the formulation and application of practical long-range objectives, plans, and programs for the management of fish and wildlife species and their habitats upon National Forest lands.
6. To promote a free exchange of information pertinent to the management of fish and wildlife, in writing if necessary, on actions affecting the fish and wildlife resources including policy decisions. The intent is to avoid appeals and litigation. Appeals and litigation are a last resort and should not be a surprise to any agency. Copies of plans, news releases, correspondence, Environmental Impact Statements and decision notices or meetings both formal and informal will be provided as necessary.
7. When problems or management differences occur, emphasis will be placed on resolution at the appropriate administrative level beginning with the District Ranger/District Biologist level and elevating the problems to the Forest Supervisor/Regional Supervisor or Division Chief and Regional Forester/State Director, if necessary.
8. When the views of one of the more agencies are contrary to the established policy or plans of the other, representatives of the agencies shall meet in advance and attempt to resolve difference before any agency expresses in public a view contrary to the established policy or plans of the other agency. This does not prevent agencies from providing pertinent information to the public on the probable impacts of proposed actions prior to decision adopting a specific policy or plan of action. However, the emphasis is far all agencies to work together in the interdisciplinary approach in the decision making process.

9. To jointly study and resolve problems and capitalize on opportunities involving fish and wildlife, their habitat, and associated recreation on land administered by the Forest Service and to coordinate the preparation of reports or other publications prior to the release of
10. To develop and maintain in a current status, state-wide comprehensive fish and wildlife plans as provided in Section 202 of P.L. 93-452 (Sikes Act).
11. To utilize "Policies and Guidelines for Fish and Wildlife Management in Wilderness," developed by the International Association of Fish and Wildlife Agencies, as the foundation for management of fish and wildlife in National Forest wilderness within Washington.
12. That procedures or details associated with carrying out the provisions of this Master Memorandum of Understanding may be outlined in separate agreements which become supplemental to this Master Memorandum of Understanding.
13. To enter into cooperative agreements, supplemental memoranda of understanding, special use permits, or other documents as needed for construction and maintenance of improvements of benefit to fish and wildlife habitat, introduction or transplant of any fish or wildlife species on National Forest lands, or other purpose in connection with fish and wildlife habitat management, and associated recreation to the extent such improvements or activities are consistent with policies of all agencies.
14. To assist, insofar as possible, with the fish and wildlife management and law enforcement activities of WDF and WDW on lands administered by the Forest Service.
15. To jointly develop with the Forest Service plans, environmental assessments or Environmental Impact Statements for the introduction, transplant, or elimination, of any fish or wildlife species on National Forest lands.
16. That nothing in this Master Memorandum of Understanding shall be construed as obligating the WDF and WDW or Forest Service in the expenditure of funds, or for future payment of money in excess of appropriation authorized by law.
17. That nothing herein contained shall be construed as limiting or affecting in any way the authority of WDF, WDW or the Forest Service.
18. To make available training opportunities for other agencies and encourage exchange of expertise and information.

19. That this Master Memorandum of Understanding shall become effective as soon as it is signed by the parties hereto and shall continue in force until termination by any of the parties upon thirty (30) days' notice in writing to the other of its intention to terminate upon a date indicated.
20. That no member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Master Memorandum of Understanding, or to any benefit that may arise therefrom; but these provision shall not be construed to extend to this Master Memorandum of Understanding if made for a corporation for its general benefit.
21. That amendments to the Master Memorandum of Understanding may be proposed by any of the parties and shall become effective upon approval by all parties.

11/4/88  
Date

by /s/JOSEPH R. BLUM  
Director, Washington Department of Fisheries

10/29/88  
Date

by /s/CURT SMITH  
Director, Washington Department of

12/19/88  
Date

by /s/JAMES F. TORRENCE  
Regional Forester, USDA FOREST SERVICE,  
REGION 6

12/21/88  
Date

by /s/RICHARD O. WOODFIN, Jr.  
for Station Director, USDA, Forest Service  
Pacific Northwest Research Station

Exhibit X

88-SMU-001

MASTER MEMORANDUM OF UNDERSTANDING  
between the  
TROUT UNLIMITED CORPORATION  
and the  
USDA FOREST SERVICE

I. AUTHORITY

THIS MEMORANDUM of UNDERSTANDING (MOU) is made and entered into by and between the TROUT UNLIMITED, Incorporated in the State of Michigan, hereinafter referred to as IU, and the FOREST SERVICE, U.S. Department of Agriculture, hereinafter referred to as the FOREST SERVICE, under the provisions of the Multiple-Use, Sustained-Yield Act of 1960 (16 U.S.C. 528-531); the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498); the USDA Acceptance of Gifts Act, 1978 (16 U.S.C. 1641 et. Seq.)

II. PURPOSE

The purpose of this MOU is to provide a framework for cooperative management activities and research necessary to maintain and enhance the productivity of coldwater habitats on National Forest System lands in order to improve trout and salmon management and to provide for the best interests of the people of the United States.

III. INTRODUCTION

Both TU and the FOREST SERVICE have responsibilities and interests in the management of trout and salmon and their habitats. The parties agree that these habitats in the United States need to be protected, conserved, enhanced and managed to meet the growing public demand for trout and salmon conservation and fishing opportunities.

The FOREST SERVICE manages about 50 percent of the trout and salmon habitat in the United States. Trout are a management indicator species in Forest Plans in all Regions. National Forest System lands provide abundant opportunities for research, enhancement, and maintenance of important trout and salmon habitats. The National Forest and the Forest and Range Experiment (Research) Stations were established (among multiple purposes) to manage fish habitat based on scientific fish management principles and to investigate management-related research needs.

TROUT UNLIMITED was formed to preserve, protect and enhance the coldwater fisheries of North America. It conducts fund-raising projects and otherwise solicits and receives donations and funds for the accomplishment of its purposes. TROUT UNLIMITED desires to provide assistance (labor) and/or funds to the FOREST SERVICE, or have assistance provided through contracts or agreements for the primary purpose of maintaining or improving the productivity of trout habitats on National Forest System Lands.

It is the desire of both parties to cooperate fully with each other in matters relating to the management and protection of coldwater habitat through research, development, construction, reconstruction, and trout and salmon maintenance activities on National Forest System lands.

NOW THEREFORE, in consideration of the above premises, the parties agree as follow:

IV. TROUT UNLIMITED SHALL

1. Meet with representatives of each participating FOREST SERVICE Regional Office and Research Station to discuss and agree on guidelines for project proposals to meet the purposes of this agreement.

2. When desirable, enter into specific collection or donation agreements, volunteer agreements, or contracts with the FOREST SERVICE, to accomplish the agreed upon work or research projects, which will be developed supplemental to this agreement.

V. THE FOREST SERVICE SHALL

1. Make National Forest System lands available for the furtherance of this program, subject to applicable Federal laws, regulations, Forest plans, and State comprehensive plans for the affected area, and subject to approval by the organization head or its designated representative.

2. Provide technical leadership for the planning, implementation, and monitoring of project or research work undertaken pursuant to this agreement.

3. Assume operation and maintenance and other management costs and responsibilities upon completion of a development project located on National Forest System lands.

4. Enter into specific agreements (including volunteer, collection, and donation agreements), or contracts with TU or other parties to accomplish agreed upon work projects, which are supplemental to this agreement. Persons entering formal volunteer agreements would not be considered federal employees except for purposes of tort claims and compensation for work injuries.

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

1. Each project requiring a payment of funds by TU for the FOREST SERVICE will be documented and signed by the responsible organizational unit line officer and the TU representative using the Sample Collection Agreement (Exhibit 1 of this agreement) or other agreement as appropriate.

2. Each project using TU personnel should be documented and signed by the responsible organizational unit line officer and the TU representative using a Volunteer in National Forest Agreement, form, FS-1800-7 or FS-1800-8 (Exhibit 2).

3. All improvements placed on National Forest System land at the direction of either of the parties, shall become the property of the United States, and shall be subject to the same regulations, and administration of the FOREST SERVICE as all other National Forest System improvements of a similar nature.

4. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

5. This agreement may be revised as necessary, by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

6. Either party may terminate this agreement by providing 60 days written notice. Unless terminated by written notice, this agreement will remain in force indefinitely.

U.S. Department of Agriculture

TROUT UNLIMITED

/s/F. DALE ROBERSON  
CHIEF

/s/C.C. RED FITTACK  
PRESIDENT

12/4/87  
Date

Dec 4, 1987  
Date

Exhibit X - Cont.

Exhibit I

SAMPLE COLLECTION AGREEMENT  
between  
TROUT UNLIMITED  
and  
\_\_\_\_\_ NATIONAL FOREST, USDA FOREST SERVICE

THIS COLLECTION AGREEMENT is made and entered into by and between TROUT UNLIMITED (TU), hereinafter referred to as TU, and the FOREST SERVICE, U.S. Department of Agriculture, hereinafter referred to as the FOREST SERVICE, under the provisions of the Act of June 30, 1914 (16 USC 498) and the Master Memorandum of Understanding dated February 26, 1987.<sup>1</sup>

WITNESSETH;

WHEREAS, the maintenance and improvement of trout habitat on the National Forest is of interest to both parties herein and

WHEREAS, TU desired to contribute monies to the FOREST SERVICE program for the purpose of maintaining or improving trout habitat on the \_\_\_\_\_ National Forest, and

WHEREAS, it is mutually advantageous to the parties herein that the work required for the development and undertaking of said project shall be performed by or under the supervision of the FOREST SERVICE.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. TROUT UNLIMITED SHALL

1. Serve as a facilitator for contributions in the form of each to assist in financing trout habitat projects on the \_\_\_\_\_ National Forest.

2. Forward or cause to be forwarded to the FOREST SERVICE such cash contributions as TU may make available, which are intended for use in trout and salmon habitat improvement projects (e.g., stream bank stabilization, spawning habitat improvement, etc.).

1. The FOREST SERVICE Shall:

1. Bill TU in advance of any work under this agreement; an initial sum of \$\_\_\_\_\_, with other billings at such time as may be necessary to cover of work under this agreement.

2. Deposit all cash contributions received under the terms of this agreement to the FOREST SERVICE Cooperative Work<sup>2</sup> for use for the purpose for which contributed, if under authority other than the Act of June 30, 1914.

<sup>1</sup> This agreement does not cover donations, research, or other types of agreements that may be applicable in some situations (see FSM 1580 and FSM 1509.11)

<sup>2</sup> Forest Service Gifts, Donations, and Bequests for Forest and Rangeland Renewable Resources Research, or Gifts and Donations, USDA.



3. Monies authorized for use by TU, which are not spent or obligated for trout habitat improvement within 2 years, will be refunded to TU or transferred to new projects as agreed with TU.

4. Recognize TU as a contributor by appropriate means.

C. It Is Mutually Agreed and Understood By and Between the Said parties That:

1. This agreement in no way restricts the FOREST SERVICE from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the development, administration, and undertaking of trout habitat enhancement programs.

2. This agreement shall be effective upon execution by both parties hereto.

3. Either party may terminate the agreement by providing 60 days' written notice. Any funds on deposit will be available for expense incident to closing out the work beyond the period of written notice. Unless terminated by written notice, this agreement will remain in force indefinitely.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_  
Date

by \_\_\_\_\_  
Trout Unlimited

10/29/88  
\_\_\_\_\_  
Date

by \_\_\_\_\_  
Forest Supervisor

\_\_\_\_\_ National Forest

