

**MEMORANDUM OF UNDERSTANDING**  
between the  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**BUREAU OF LAND MANAGEMENT:**  
**NEVADA STATE OFFICES**  
and  
**THE ROCKY MOUNTAIN ELK FOUNDATION**

I. AUTHORITY

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the Rocky Mountain Elk Foundation hereinafter referred to as the (RMEF) and the BUREAU OF LAND MANAGEMENT, U.S. Department of the Interior, hereinafter referred to as the BLM, under the provisions of the Federal Land Policy and Management Act (43 U.S.C. 1701-1782), as amended.

II. PURPOSE:

The purpose of this MOU is to establish a framework for cooperation between the BLM and the RMEF using the Stewardship Authority and other means to achieve mutual goals. The BLM and the RMEF propose to work together through the support, development, and implementation of stewardship projects to achieve common goals of: reducing hazardous fuels, improving forest health, providing enhanced habitat for elk populations, enhance sustainable use of forest products use and promoting aspen and sage steppe restoration.

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The BUREAU OF LAND MANAGEMENT is responsible for managing approximately 258 million acres of public lands of which nearly 70 million acres are forests and woodlands. These forests are very diverse, ranging from ecologically valuable Pinyon-Juniper woodlands of the Southwest to highly productive conifer forests in the Northwest. These resources are of substantial value to the Nation as a whole through recreational, commercial, subsistence, scientific, and cultural use. The proper management of these resources is of great importance for the prosperity and enjoyment of current and future generations. The BLM mission is to sustain the health, diversity, and productivity of these lands for the use and enjoyment of present and future generations. An important component of the BLM's management strategy is to promote and sustain partnerships focused on the prudent and proper management of forests, woodlands, and rangelands, and to meet the agency's stewardship responsibilities.

The ROCKY MOUNTAIN ELK FOUNDATION is an organization whose mission is to "ensure the future of elk, other wildlife and their habitat." RMEF has cooperated with federal and state agencies to benefit elk habitats. RMEF's many volunteers, members, and partners have worked hard to raise funds and to volunteer on projects that benefit elk and other associated game and non-game species throughout North America. RMEF has established their Habitat Stewardship Services Program as the implementation program for carrying out these Stewardship projects. The RMEF is a nonprofit organization meeting the requirements of 501 (c) (3).

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

IV. THE RMEF SHALL:

1. Work to develop and support implementation of stewardship projects in Nevada that will achieve the common goals of: reducing hazardous fuels, improving forest health, providing enhanced habitat for elk populations, enhance sustainable use of forest products and promote aspen and sage steppe restoration.
2. Apprise the BLM of the RMEF projects, studies, and other initiatives which could be of common interest.
3. In their discretion, explore opportunities for additional support and funding from other parties for stewardship projects associated with this MOU.
4. Help coordinate the pre- and post-treatment monitoring of stewardship project treatments.
5. Support the efforts of the BLM to promote resource management that will result in restoration of healthy forest and rangeland ecosystems, improved wildlife habitat and stronger community economies.
6. Pursue all reasonable political avenues to accomplish the goals and objectives of this MOU.
7. Meet with the BLM a minimum of once a year and report on progress towards implementation of this MOU.

V. THE BLM SHALL:

1. Work to develop and support stewardship projects that will achieve the common goals of: reducing hazardous fuels, improving forest health, providing enhanced habitat for elk populations, enhancing sustainable use of forest products and promoting aspen and sage steppe restoration compatible with the Agency's multi-use mandate.
2. Design treatments on these projects which support the BLM's land management and stewardship authority objectives.
3. Offer stewardship contracts and/or agreements through a competitive process.



4. Utilize the full variety of contracting methods available under current statutes and authorities. These include competitive stewardship contracts and agreements, service contracts, and forest product contracts.
5. Meet with RMEF a minimum of once a year and report on progress towards implementation of this MOU.
6. Consider the purpose and objectives of this MOU during development of all stewardship projects that fall within its scope, using adaptive management principles.
7. Strive to assess the best scientific and other credible information available as relevant to the purpose and objectives of this MOU and other considerations used by the BLM in making their decisions on projects within the scope of this MOU.
8. Coordinate and communicate with stakeholders in a timely manner in order to coordinate management activities across political and social boundaries and focus management on proactive activities for ecosystem health.

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

1. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. This MOU in no way restricts the BLM or the RMEF from participating with other public or private agencies, organizations, and individuals.
4. The BLM and the RMEF will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. The instrument is executed as of the date of the last signature and is effective through 10 years at which time it will expire, unless extended.
6. Any of the parties, may terminate the instrument in whole, or in part, by a 30 day written notice at any time before the date of expiration.
7. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and

printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

- 8. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

VIII. ADMINISTRATION

The MOU principal points of contact will be:

For the BLM: Scott Lieurance, Chief, Division of Forests and Woodlands  
1620 L. St. NW  
Washington, DC 20036  
[Scott.Lieurance@blm.gov](mailto:Scott.Lieurance@blm.gov)  
(202) 452 – 0316

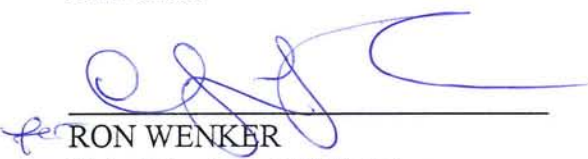
For the RMEF: Jack Blackwell, Vice President of Lands and Conservation  
5705 Grant Creek Road  
Missoula, MT 59808  
[jblackwell@rmef.org](mailto:jblackwell@rmef.org)  
(406)-523-4513

IX. EFFECTIVE DATES:

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

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT,  
NEVADA

ROCKY MOUNTAIN ELK  
FOUNDATION

  
\_\_\_\_\_  
RON WENKER

  
\_\_\_\_\_  
M. DAVID ALLEN

State Director - NEVADA

President and CEO

3/5/10  
Date

3/5/10  
Date