



FS Agreement No.

ISSU 11132422-30 I

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
NATIONAL WILD TURKEY FEDERATION
And The
USDA, FOREST SERVICE
SERVICE-WIDE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the National Wild Turkey Federation, hereinafter referred to as “NWTF,” and the USDA, Forest Service, US Forest Service, hereinafter referred to as the “U.S. Forest Service”.

Background: This MOU hereby replaces the previous Service-wide Memorandum of Understanding, Forest Service Agreement Number 10-SU-11132422-340, executed by the parties on September 27, 2010.

Title: **NATIONAL WILD TURKEY FEDERATION/U.S. FOREST SERVICE MOU**

I. PURPOSE: The purpose of this MOU is establish a framework of coordination and cooperation that provides for joint planning and implementation of mutually beneficial projects, programs, and activities that maintain and enhance wild turkey populations, their habitats, and associated wildlife on National Forest System (NFS) lands and non-NFS lands where linkages of mutual benefit are clearly demonstrated. The parties agree to work together in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The Forest Service is responsible for managing National Forest System lands in 44 states comprising 193 million acres. The Forest Service is dedicated to ensuring the sustainability of the Nation's resources and has major responsibilities for the protection, conservation and management of wildlife, fish, and plant habitats.

The NWTF, established in 1973 and headquartered in Edgefield, SC, is a national 501 (c) (3) non-profit organization dedicated to the conservation of the wild turkey and preservation of hunting heritage. The NWTF was formed to perpetuate populations of wild turkeys on suitable ranges, both public and private, for the use and enjoyment of the American people. The NWTF promotes sportsmanship ethics, hunting safety, wildlife conservation, and conservation education on public and private lands. When the NWTF was founded, there were approximately 1.5 million wild turkeys in North America. The restoration of the wild turkey is one the



greatest conservation success stories; wild turkey populations are estimated at greater than 6 million. NWTF membership consists of approximately 230,000 members within 50 states and Canada; the NWTF convention attracted 49,600 attendees in 2015. NWTF has spent an estimated \$412 million dollars to conserve or enhance 17.25 million acres of habitat.

Both, the NWTF and the Forest Service have responsibilities and interests in management and conservation of America's natural resources. The parties agree that wildlife species in the United States need to be conserved and managed to meet growing public demand for environmental conservation, and wildlife viewing and hunting opportunities. The parties agree that management and restoration efforts often require ongoing coordination at a landscape and watershed level, including coordination with private landowners, other organizations and agencies.

After 40 years of dedicated work, the NWTF mission has shifted from a wild turkey population restoration/introduction emphasis to one of habitat enhancement and restoration, providing further alignment between each partner. NWTF recently enacted an initiative associated with habitat management called "Save the Habitat. Save the Hunt". The NWTF's Save the Habitat. Save the Hunt initiative is a charge that mobilizes science, fundraising and devoted volunteers to provide more energy and purpose than ever. Through this national initiative, NWTF has committed to raising \$1.2 billion to conserve or enhance more than 4 million acres of essential upland wildlife habitat, create at least 1.5 million hunters and open access to 500,000 acres for hunting, shooting and outdoor enjoyment. To best tackle the greatest habitat issues across the country, the NWTF recently identified and grouped imperiled habitats from across the country into "America's Big Six of Wildlife Conservation", focusing efforts to keep forests healthy, water clean and stop critical habitat loss. The NWTF identified focal landscapes or priority areas to direct conservation efforts. The areas include 738 million acres and are identified regionally as America's Western Wildlands, America's Great Open Spaces, America's Crossroads, America's Colonial Forests, America's Southern Piney Woods and America's Mid-South Rebirth.

NWTF has been a leader with regards to the success and implementation of stewardship management on our National Forests. Since the establishment of stewardship, NWTF has developed over 85 agreements/contracts within National Forests. These efforts have greatly enhanced wildlife habitat conditions within our public lands.

Over the past few years, the NWTF and the USFS have had great success working together to jointly fund cooperative wildlife biologists and forester positions across the country. These jointly funded positions have been successful by pooling together resources, thus building capacity to further accomplish wildlife habitat enhancement/restoration goals and objectives across landscapes. Additional support and participation has come from a variety of state and federal agencies such as the



Natural Resources Conservation Service, Department of Defense, and a host of state wildlife management agencies.

In 1985, NWTF established the Super Fund to provide a funding mechanism for accomplishing the goals and objectives of the organization. The Super Fund is primarily funded through the contributions of members participating at various banquets held across the country. The funds raised are used to support on the ground projects most of which are on public managed lands, and many occur on National Forest Lands.

In the 1980's a joint program initiative called Making Tracks was developed to foster increased joint cooperation. Making Tracks is a Forest Service partnership program with the National Wild Turkey Federation. The mission is to enhance and improve wild turkey habitat and other wildlife species habitat on our national forests.

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

III. THE NATIONAL WILD TURKEY FEDERATION SHALL:

- A. Actively support and participate in efforts associated with maintaining and broadening the National Making Tracks Program. This includes activities such as co-chairing the Making Tracks Steering Committee, maintaining active NWTF participation within the committee, development of an annual action plan to guide and provide direction for the Making Tracks Program, and providing guidance and support for the Making Tracks Program coordinator position.
- B. Provide information to the Forest Service related to the needs and concerns of NWTF members regarding the management of National Forest System lands and inform the Forest Service of potential funding opportunities, new programs, and resources developed related to the wild turkey and wildlife habitat improvement.
- C. Disseminate information concerning planning, management, and conservation of natural resources, which may include the Forest Service's multiple use mission and wise public use of NFS lands and facilities.
- D. Coordinate, implement, and conduct informational and educational programs oriented toward natural resources conservation and hunter safety and ethics including JAKES, Women in the Outdoors, and Wheelin' Sportsmen events.
- E. Meet periodically or as needed to share information of mutual interest concerning communication, data, planning, management, and program accomplishments related to the wild turkey.



- F. Provide information to the Forest Service related to private land programs and activities that enhance wild turkey habitat in a sustainable manner.
- H. Enter into specific collection, donation, volunteer or stewardship agreements or contracts with the Forest Service to accomplish the agreed work or projects, which will be developed supplemental to this agreement.
- I. Participate in the development and execution of agreed upon projects or research efforts approved by all parties.
- J. Communicate this partnership effort to the members of NWTF through official NWTF publications, national brochures, posters, membership packets, seminars, websites, and other methods.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Actively support and participate in efforts associated with maintaining and broadening the National Making Tracks Program. This includes activities such as co-chairing the Making Tracks Steering Committee, maintaining active USFS participation within the committee, development of an annual action plan to guide and provide direction for the Making Tracks Program, and providing guidance and support for the Making Tracks Program coordinator position.
- B. Provide leadership, as agreed to on a project-by-project basis, for planning, implementation, and monitoring of projects or research developed subsequent to this agreement.
- C. Participate in projects or efforts with NWTF subject to all applicable laws and procedures. Examples of these efforts may include: habitat restoration and enhancement projects, wild turkey habitat research projects, and conservation education and outreach programs (e.g. JAKES, Women in the Outdoors, Wheelin' Sportsmen).
- D. Make NFS lands available for furtherance of these joint efforts, such as habitat enhancements, volunteer projects and fundraisers, filming and conservation education projects, etc., 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.
- E. Assist N WTF with coordination of State and Private Forestry partners including State Forestry agencies, forestry non-governmental organizations, conservation districts, and other USDA landowner assistance programs.



- F. Meet periodically, or as needed, to share information of mutual interest concerning communication, data, planning, management, and program accomplishments related to the partnership. Participate in the FS/NWTF meeting, at the NWTF's annual convention, to discuss significant success efforts and opportunities related to the partnership.
- G. Advise NWTF on the administration of natural resources management programs affecting public and private lands.
- H. Communicate this partnership effort throughout the Forest Service through various meetings and other means and methods.

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

- A. Both parties will maintain a Making Tracks Charter, a steering committee Operational Plan, and develop a Strategic and Annual Operational Plan to provide guidance of cooperative activities for the Making Tracks Program.
- B. Both parties will explore opportunities to continue to build success through the development of jointly funded cooperative biologists/forester positions to further accomplish joint goals and objectives across landscapes.
- C. Both parties will build awareness of partnership opportunities for utilization of Super Funds for USFS projects, development of stewardship agreements/contacts, and utilization of other agreement authorities (e.g. challenge cost-share, good neighbor, etc.) to further accomplish work.
- D. Both parties will continue to build success to accomplish joint habitat goals through the use of stewardship authorities and other authorities.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Becky Humphries, Chief Conservation Officer Address: National Wild Turkey Federation, PO Box 530, 770 Augusta Rd. City, State, Zip: Edgefield SC, 29824 Telephone: (803) 637-3106 FAX: (803) 637-9180 Email: bhumphries@nwtf.net	Name: Tom Hughes, Assistant Vice President for Conservation Programs Address: National Wild Turkey Federation, PO Box 530, 770 Augusta Rd. City, State, Zip: Edgefield SC, 29824 Telephone: (803) 637-3106 FAX: (803) 637-9180 Email: thughes@nwtf.net



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Brian Logan, National Wildlife Program Leader Address: USDA Forest Service Watershed, Fish, Wildlife, Air and Rare Plants 1400 Independence Ave. SW Stop Code - 1121 City, State, Zip: Washington, DC 20250-1121 Telephone: (703)-605-4971 FAX: (202) 205-1599 Email: blogan@fs.fed.us	Name: Felicia Lockhart, Budget Coordinator Address: USDA Forest Service Watershed, Fish, Wildlife, Air and Rare Plants 1400 Independence Ave. SW Stop Code - 1121 City, State, Zip: Washington, DC 20250-1121 Telephone: (202) 205-1197 FAX: (202) 205-1599 Email: flockhart@fs.fed.us

F. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NWTF acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NWTF fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NWTF has expended in violation of sections 433 and 434.

G. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NWTF is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

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

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



- H. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or NWTF from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. **ENDORSEMENT.** Any of NWTF's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of NWTF's products or activities.
- J. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- K. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for NWTF to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- L. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.



- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NWTF is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "The Making Tracks Program of the U.S. Forest Service, Department of Agriculture. The Making Tracks is a Forest Service partnership program with the National Wild Turkey Federation. The mission is to enhance and improve wild turkey habitat and other wildlife species habitat on our national forests. "
- NWTF may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. NWTF is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NWTF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NWTF shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:


"This institution is an equal opportunity provider."

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. DEBARMENT AND SUSPENSION. NWTF shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NWTF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- T. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.




U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **September 30, 2020** at which time it will expire.

V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

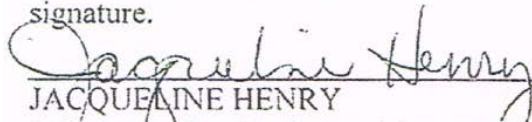


GEORGE THORTON, CEO
National Wild Turkey Federation
Date: 9-08-15



THOMAS L. TIDWELL, CHIEF
U.S. Forest Service
Date: 8/15/15

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



JACQUELINE HENRY
U.S. Forest Service Grants Management Specialist
Date: 7/8/15

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.