

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**USDA FOREST SERVICE, IDAHO PANHANDLE, KOOTENAI, AND LOLO**  
**NATIONAL FORESTS**  
**And The**  
**IDAHO GOVERNOR’S OFFICE OF SPECIES CONSERVATION**

This **Memorandum of Understanding** (MOU) is hereby entered into by and between the USDA Forest Service, Idaho Panhandle, Kootenai, and Lolo National Forests, hereinafter referred to as the Forest Service; and the Idaho Governor’s Office of Species Conservation, hereinafter referred to as the Office of Species Conservation. National Forest (NF) lands referred to in this document are the federally owned lands in Idaho, Montana, and Washington administered by the Idaho Panhandle, Kootenai, and Lolo National Forests.

**A. PURPOSE**

The purpose of this document is to define and agree to the roles and responsibilities of the two aforementioned agencies in the programmatic amendments for access management within the grizzly bear recovery areas of the Idaho Panhandle, Kootenai, and Lolo National Forest Plans.

The Office of Species Conservation has requested cooperating agency status and offered the expertise of grizzly bear researcher Wayne Wakkinen of the Idaho Department of Fish and Game. Wayne Wakkinen can provide specialized expertise that will assist with the development of access management direction within grizzly bear recovery zones.

This agreement establishes Wayne Wakkinen as the cooperating agency representative of the Office of Species Conservation in the amendment of Forest Plans for inclusion of access management guidelines within the Selkirk and Cabinet-Yaak Grizzly Bear Recovery Zones.

**B. AUTHORITY**

This agreement is subject to 40 Code of Federal Regulations Parts 1500-1508 implementing the procedural provisions of the National Environmental Policy Act and Forest Service Handbook 1909.15. The Idaho Panhandle, Kootenai, and Lolo Forest Plans will be amended to include specific access management guidelines following National Environmental Policy Act and other regulatory and policy procedures.

**C. STATEMENT OF MUTUAL INTERESTS AND BENEFITS**

The mission of the Office of Species Conservation is to build agreements among Idahoans and State and Federal agencies that advance both the interests of people and the future of listed species; the Forest Service is authorized by acts of Congress and regulations of the USDA to administer the multiple use management of the natural resources, including fish and wildlife habitat, on the NF lands of the Idaho Panhandle, Kootenai, and Lolo National Forests. It is mutually beneficial to work in harmony for the purpose of developing Forest Plan amendments to address access management within the Selkirk and Cabinet-Yaak Grizzly Bear Recovery Zones.

Such cooperation is in the best interests of grizzly bear populations and habitat on NF lands and also in the best interest of the people of Idaho and the United States.

**D. FOREST SERVICE SHALL:**

- a. Coordinate with and involve Wayne Wakkinen as the representative of the Office of Species Conservation when developing goals, objectives and standards that may affect grizzly bear populations and habitat.
- b. Utilize data and assessments provided by Wayne Wakkinen as the representative of the Office of Species Conservation in the amendment planning process.
- c. Invite Wayne Wakkinen as the representative of the Office of Species Conservation to participate in interdisciplinary team meetings and provide information and drafts to him, as they are available.
- d. Be the lead agency for this project and exercise the sole decision-making authority for this project.

**E. OFFICE OF SPECIES CONSERVATION SHALL:**

- a. See that Wayne Wakkinen is available to participate in the Forest Service's grizzly bear Forest Plan amendment planning process by providing grizzly bear population and habitat data, and assisting in the development of access management goals, objectives and standards.
- b. Provide formal participation through the interdisciplinary team involvement of Idaho Fish and Game researcher Wayne Wakkinen to the Forest Service with the purpose of sharing and assimilating grizzly bear population and habitat data.
- c. Coordinate all Office of Species Conservation comments during the planning process with Wayne Wakkinen for delivery of this information to the planning team.
- d. As a cooperating agency for the Forest Plan Amendments for Access Management within the Selkirk and Cabinet-Yaak Grizzly Bear Recovery Zones, agrees that this cooperating agency status neither enlarges nor diminishes the decision-making authority for the Forest Service for this amendment process.

**F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES THAT:**

**a. PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

USDA Forest Service  
Idaho Panhandle National Forest  
Ranotta McNair - Forest Supervisor  
3815 Schreiber Way  
Coeur d'Alene, ID 83814-8363

State of Idaho  
Office of Species Conservation  
James L. Caswell - Administrator  
P.O. Box 83720  
Boise, ID 83720-0195

**b. NON-FUND OBLIGATION DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document. Any endeavor to involving reimbursement, contribution of funds, or transfer of anything of value 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 Office of Species Conservation of any contact or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

**c. COMMENCEMENT/ EXPIRATION DATE.** This instrument is executed as of the last date shown below, and expires upon the completion of the Forest Plan access management amendment process or at 30 days of written notice by either party.

**d. FREEDOM OF INFORMATION ACT.** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

**e. MODIFICATION.** 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.

**f. PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or Office of Species Conservation from participating in similar activities with other public or private agencies, organizations and individuals.

**g. TERMINATION.** Any of the parts, in writing, may terminate the instrument in whole, or in part, at any time before the date of the expiration.

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

\_\_\_\_\_  
FS Agreement Coordinator      Date

\_\_\_\_\_  
OSC Agreement Coordinator      Date

**THE PARTIES HERETO** have executed this agreement.

\_\_\_\_\_  
Ranotta McNair                      Date  
Forest Supervisor  
Idaho Panhandle National Forests

\_\_\_\_\_  
James L. Caswell                      Date  
OSC Administrator