

01 June 2012

**MEMORANDUM OF UNDERSTANDING
FOR MUTUAL BENEFIT**

Trout Unlimited National
Wyoming Council Trout Unlimited
Montana Council Trout Unlimited
Idaho Council Trout Unlimited
National Parks Conservation Association
Greater Yellowstone Coalition
Yellowstone Park Foundation

And

Yellowstone National Park

Yellowstone National Park is the heart of the Greater Yellowstone Ecosystem (GYE). This ecosystem straddles three states and encompasses an abundance of uncommon and world-renowned geological features. The landscape it encompasses includes a rich diversity of terrestrial and aquatic habitats that host a broad spectrum of wildlife and aquatic species. This includes fish species that are important to the trophic structure of the region's world famous array of wildlife. Many fish species are also important for sustaining recreation and for associated angling in the ecosystem. Recreational angling in the Yellowstone ecosystem generates a significant amount of revenue to the three surrounding states, amounting to tens of millions of dollars annually. Especially important to the aquatic community and human enjoyment of the Yellowstone ecosystem are native coldwater species, including Yellowstone cutthroat trout, westslope cutthroat trout, fluvial arctic grayling and mountain whitefish. The groups enter into a cooperative effort with Yellowstone National Park in order to advance the conservation, protection and restoration of the fisheries of the Yellowstone ecosystem, with a special emphasis on the welfare of native coldwater fish.

PURPOSE

This Memorandum of Understanding (MOU) is intended for the Mutual Benefit of TROUT UNLIMITED NATIONAL, WYOMING COUNCIL TROUT UNLIMITED, MONTANA COUNCIL TROUT UNLIMITED, IDAHO COUNCIL TROUT UNLIMITED, NATIONAL PARKS CONSERVATION ASSOCIATION, GREATER YELLOWSTONE COALITION, and the YELLOWSTONE PARK FOUNDATION (hereinafter referred to as "the groups") and YELLOWSTONE NATIONAL PARK, U.S. DEPARTMENT OF INTERIOR (hereafter referred to as YNP).

The purpose of the agreement is to enhance the cooperative relationship among the participants to ensure that the Greater Yellowstone Ecosystem is protected, maintained and managed to achieve the goals established for the Park. Among those goals is conservation and protection of ecosystems that ensure native coldwater fisheries will persist for the enjoyment of present and future generations. The cooperative activities will include biological inventory and monitoring, research, public education and outreach, habitat management, fishery management and pooling, and fundraising and leveraging of resources by the partners.

AUTHORITY

National Park Service Organic Act of August 1916 16 U.S.C. Sections 1 – 3.

GOALS

YNP and the groups will strive to meet the following goals:

- Maintain a cooperative relationship that focuses on conservation in the Yellowstone ecosystem, while ensuring that communication among the partners to this MOU is timely and regular.

- Secure and improve populations of native fish in the park through implementation of the Native Fish Conservation Plan / Environmental Assessment for YNP.
<http://parkplanning.nps.gov/projectHome.cfm?projectID=30504>
- Ensure that fundraising to implement the Native Fish Conservation Plan/EA is coordinated among the groups and that fundraising among the groups is not in direct competition.
- Ensure ample financial and staffing resources are available to achieve the objectives of the Native Fish Conservation Plan.
- Meet the measurable objectives of the Native Fish Conservation Plan for Yellowstone cutthroat trout, westslope cutthroat trout and fluvial arctic grayling.
- Ensure that the primary priority for the period of this MOU is conservation of the dwindling populations of Yellowstone cutthroat trout associated with Yellowstone Lake.
- Ensure that conservation and restoration efforts of the Yellowstone cutthroat trout in the Yellowstone Lake system are informed through periodic consultation with an independent scientific panel.
- Use the best available science to inform management decisions, and seek to find funding for research and innovative measures deemed necessary to improve management and conservation.
- Ensure that the public and policymakers are informed about the importance of fishery management and native fish restoration in Yellowstone National Park and the surrounding ecosystem.
- Ensure that the recreational and economic value of the fisheries in Yellowstone National Park and the surrounding ecosystem are preserved.
- Seek additional cooperators and supporters to enhance the goals of native fish conservation and restoration in the park.

STRATEGY

The framework necessary to accomplish the goals identified requires:

1. Regular communication between YNP and the groups, including sharing information that helps meet the goals of this MOU. This will be achieved primarily through the principal contacts that YNP and the groups have identified (listed below). Communication would also include informing partners of media inquiries and/or expected media coverage of the efforts.
2. YNP and the groups regularly meet to identify potential fundraising efforts, outreach ventures, research opportunities, new funding sources, or restoration projects that they can work on collaboratively for the duration of this MOU and which help achieve the goals of the agreement.
3. Recognition that the Yellowstone Park Foundation is leading a significant fundraising effort to implement the Native Fish Conservation Plan/EA, and that efforts by the groups to raise funds will be closely coordinated with each other. When communicating with potential donors it is agreed that all partners will acknowledge the other individual partners in this larger effort.

4. The occasional establishment of separate agreements for specific activities requiring an obligation or transfer of funds, supplies, equipment, services, or data among participants.
5. The groups to dedicate staff and volunteer resources to assist YNP in seeking public support for funding, materials, and staffing to accomplish the goals of the MOU.
6. Working with Yellowstone staff to review priority projects based on biological immediacy, resource values, public desires and financial considerations. Projects will be initiated within the capabilities of existing and future funding and staffing levels of YNP and the groups.

PROPERTY UTILIZATION

Not Applicable

AD HOC COMMITTEE

For the purposes of implementing this agreement, there will be an ad hoc committee that will strive to meet at least three times annually to update each other on the respective efforts of their organizations, review progress on important management efforts and coordinate cooperative programs. The members of the ad hoc Yellowstone Native Fish Committee and the Principal Contacts for this MOU are:

Greater Yellowstone Coalition

Scott Christensen, Climate Change Program Director
Box 1874, Bozeman, MT 59771
406-586-1593
schristensen@greateryellowstone.org

National Parks Conservation Association

Patricia Dowd, Yellowstone Program Manager
321 East Main, Suite 424, Bozeman, MT 59715
406-585-1380
pdowd@npca.org

Trout Unlimited

Jack Williams, Senior Staff Scientist
329 Crater Lake Ave., Medford, OR 97504
541-772-7725
jwilliams@tu.org

Bruce Farling, Executive Director, Montana Council
P.O. Box 7186, Missoula, MT 59807
406-543-0054; 406-360-6208 (mobile)
bruce@montanatu.org

Dave Sweet, Wyoming Council
P.O. Box 3008, Cody, WY 82414
307-527-9959; 307-899-9959 (mobile)
davidps@tritel.net

Chris Jones, Idaho Council Chairman
P.O. Box 1971, Boise, ID 83701
208-345-9800
www.tedtruebloodtu.org

Yellowstone National Park

Todd M. Koel, Ph.D., Supervisory Fisheries Biologist
PO Box 168, Yellowstone National Park, WY 82190
(307) 344-2281; FAX: (307) 344-2211
Todd_Koel@nps.gov

Yellowstone Park Foundation

Paul Reichert, Project and Grants Manager preichert@ypf.org
222 E. Main St. #301
Bozeman MT 59715
o) 406-556-6303
c) 406-579-8639

Members of the committee can choose to use a replacement to represent the interest of their organization.

RESPONSIBILITIES

The mission of the Greater Yellowstone Coalition is to protect the lands, waters and wildlife of the Greater Yellowstone Ecosystem now and for future generations.

The mission of the National Parks and Conservation Association is to protect and enhance America's national parks for present and future generations.

The mission of Trout Unlimited and its councils and chapters is to conserve, protect, and restore coldwater fisheries and their watersheds.

The mission of the Yellowstone Park Foundation is to fund projects and programs that protect, preserve and enhance the natural and cultural resources and the visitor experience of Yellowstone.

The National Park Service is responsible for the preservation of the natural and cultural resources of Yellowstone Park, while also providing opportunities for visitor enjoyment in ways that perpetuate the Park unimpaired for the enjoyment of future generations.

IT IS MUTUALLY AGREED

1. Any of the parties may terminate this instrument by providing 60 days written notice to the other parties.
2. This instrument in no way restricts the National Park Service (YNP) or the groups from participating in similar activities with other public or private agencies, organizations, and individuals.
3. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
4. This instrument is executed as of the last date shown below and expires on 31 December 2016, at which time it will be subject to review, renewal, or expiration.
5. This instrument is neither a fiscal nor a funds obligation document. Any endeavor 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.

6. Recognition that the Yellowstone Park Foundation is leading a significant fundraising effort to implement the Native Fish Conservation Plan/EA, and that efforts by the groups to raise funds will be closely coordinated with each other. When communicating with potential donors it is agreed that all partners will acknowledge the other individual partners in this larger effort.
7. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.
8. This agreement is voluntary, and nothing in this agreement obligates the National Park Service to subordinate its legal responsibilities to manage Yellowstone National Park pursuant to appropriate federal statutes and regulations.

STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

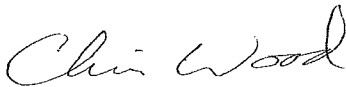
The WTU, MTU, ITU, NPCA, and GYC will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which the City represents. No release of information relating to this Agreement may state or imply that the Government approves of the WTU, MTU, ITU, NPCA, and GYC work product, or considers the WTU, MTU, ITU, NPCA, and GYC work product to be superior to other products or services.

C. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

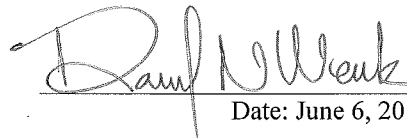
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Chris Wood
President/CEO
TU National



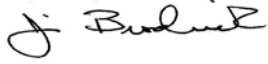
Date: June 7, 2012

Dan Wenk
Superintendent, Yellowstone National Park
USDI National Park Service



Date: June 6, 2012

Jim Broderick
Chairman, Wyoming Council
Trout Unlimited



Date: June 6, 2012

Dan Short
Chairman, Montana Council
Trout Unlimited



Date: June 6, 2012

Chris Jones
Chairman, Idaho Council
Trout Unlimited



Date: June 13, 2012

Mike Clark
Executive Director
Greater Yellowstone Coalition



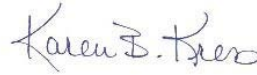
Date: June 13, 2012

Tim Stevens
Northern Rockies Regional Director
National Parks Conservation Association



Date: June 6, 2012

Karen Bates Kress
President
Yellowstone Park Foundation



Date: June 6, 2012