

FS Agreement No. 10-MU-11010500-017  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CLEARWATER BASIN COLLABORATIVE**  
**And The**  
**USDA, FOREST SERVICE**  
**CLEARWATER AND NEZ PERCE NATIONAL FORESTS**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Clearwater Basin Collaborative, hereinafter referred to as “CBC,” and the USDA, Forest Service, Clearwater and Nez Perce National Forests, hereinafter referred to as the “U.S. Forest Service.”

Background: In 2008 the CBC convened for the purpose of providing recommendations for actions concerning the use and management of the Clearwater and Nez Perce National Forests within the Clearwater Basin in Idaho. The group’s vision is to enhance and protect the ecological and economic health of the forests, rivers and communities within the Clearwater Basin by working collaboratively across a diversity of interests.

Title: The Clearwater Basin Collaborative - Forest Service Memorandum of Understanding

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to: (1) facilitate expanded communication and collaboration between the U.S. Forest Service, the CBC, and the public; (2) encourage dialogue aimed at building community support for forest restoration management and protection activities within the Forests; and (3) work cooperatively, in a manner that serves the mutual interest of the parties and the public, to achieve shared community, economic, ecological and forest restoration objectives in a timely manner in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The U.S. FOREST SERVICE is a leader in natural resource management. The agency strives to sustain the health, diversity and productivity of the Nation’s forests and grasslands to meet the needs of present and future generations.

The agency is guided by a long-term, strategic plan that includes seven major goals: (1) restore, sustain and enhance the nation’s forests and grasslands; (2) provide and sustain benefits to the American people; (3) conserve open space; (4) sustain and enhance outdoor recreation opportunities; (5) maintain basic management capabilities; (6) engage urban America with U.S. Forest Service programs; and (7) provide science-based applications and tools for sustainable natural resources management.



Management of the Clearwater and Nez Perce National Forests is guided by Land Management Plans that guide all natural resource management activities and establish management standards for lands administered by the Clearwater and Nez Perce Forests.

The Forests are dedicated to quality land management that provides and sustains benefits to the American people, and to collaborating with interested stakeholders in the development, implementation and monitoring of these land management activities.

THE CBC is a self formed and self-governing group with representation from a diversity of backgrounds, including the Nez Perce Tribe, the timber industry, environmental community, recreational interests, sportsmen, local government, the general public, non-federal government entities, and other community leaders. As such, the CBC recognizes the broad public interest in and the benefit from forest restoration, management, and protection, including development, testing, and demonstration of restoration forestry and consensus-building approaches.

The CBC works collaboratively across a diversity of interests, consisting of individuals, public and private organizations, and county, state and tribal governments with an interest in restoration of forest ecosystem health, hazardous fuels reduction, and economic development. All members are required to abide by the CBC Operating Protocols and act in good faith to understand and help meet the interests and needs of all members. Through this collaborative, and by working with the U.S. Forest Service, the CBC has available the expertise, and resources of multiple partners. All CBC meetings are open to the public.

The parties mutually agree that:

1. Fire is a natural and essential process of the forest landscape and assists in maintaining ecosystem health. Yet, in many areas, the Forests have been altered through years of fire suppression and past management activities that have created more homogenous conditions conducive to the spread of severe forest fires. Such fires can be difficult to suppress; place an extraordinary risk of injury to persons seeking to control them; and can jeopardize the environmental, economic, and social values for which the Forests are valued.
2. Wildfires within the Wildland Urban Interface (WUI) pose risks for damage to property and life. There is an important need to minimize risk that some wildfires can pose to homes, watersheds, habitat, and forest ecosystems.
3. Forest restoration projects can improve the ecological health and reduce hazardous fuels on the Forests in an economically viable, socially acceptable, and environmentally sound manner. Through these projects, the U.S. Forest Service



and the CBC can collaborate on forest management among a wide range of interested parties at the local, regional, and national levels.

4. Forest restoration can play an important role in helping to improve the economies within the Clearwater Basin.
5. Fish and wildlife (and their habitats), roots and berries, and other non-timber forest products, hold special ecological, cultural and social importance, and play an important role in the economies of the Clearwater Basin.

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

### **III. THE CBC SHALL:**

- A. In cooperation with the U.S. Forest Service, examine the current ecological conditions on the Forests within the Clearwater Basin and work with the U.S. Forest Service to build community support for restoration work.
- B. Work with the U.S. Forest Service to develop community-supported approaches, including a broad range of prescriptions, for terrestrial and aquatic restoration.
- C. Work with the U.S. Forest Service to facilitate public involvement and understanding throughout the project development and implementation process.
- D. Provide public education and information for CBC-endorsed projects.
- E. Along with its agents, contractors and subcontractors, comply with all the terms and conditions of this MOU.
- F. Meet annually with the U.S. Forest Service to select priority projects with which the CBC will be involved, and develop a mutually agreed upon timeline in an effort to improve the NEPA process.
- G. Provide public notification with regards to the annual meeting with the U.S. Forest Service via the CBC website, press releases or other measures.
- H. Identify projects of interest, and seek early dialogue and engagement with the U.S. Forest Service on selected projects.
- I. Provide the U.S. Forest Service with a written statement articulating the level of CBC support for each priority project.



- J. Inform the U.S. Forest Service of projects the CBC decides it wants to work on, that are not on the priority list of projects.
- K. Participate in monitoring of select projects, in partnership with the U.S. Forest Service.
- L. Work with the U.S. Forest Service to develop an 18-month action plan that identifies projects the CBC will work on to expedite forest restoration.
- M. Develop and share with the U.S. Forest Service their guidelines for vegetative, silvicultural, and other forest restoration management.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. In cooperation with the CBC, examine the current ecological conditions on the Forests within the Clearwater Basin, with a particular focus on jointly selected forest-wide landscapes.
- B. Involve the CBC in broad community discussions that help the agency identify desired future conditions for the Clearwater Basin.
- C. Consider the CBC vegetative, silvicultural, and other guidelines, in developing site-specific prescriptions for forest restoration projects.
- D. Implement forest restoration and community wildfire reduction projects and silvicultural prescriptions, developed in collaboration with the CBC, to test, develop, and demonstrate the effectiveness of different forest restoration treatments.
- E. Monitor the implementation and effectiveness of identified projects, in partnership with the CBC.
- F. Consider all allowable contract authorities and contract requirements, with emphasis on stewardship contracts or other instruments that maximize the value to the local community by retaining receipts at the local level.
- G. Conduct public meetings, field trips, and demonstration projects to educate the CBC and the public.
- H. Involve and notify the CBC while updating out year project plans (i.e. 5 Year Fuels and Timber Plan and quarterly NEPA schedules), and the Nez Perce and Clearwater National Forest(s) priority project lists.



- I. Work with the CBC to develop the CBC's 18 month action plan that identifies priority and other projects the CBC will work on to expedite forest restoration.
  - J. Engage the CBC during selected National Environmental Policy Act (NEPA) processes and make good faith efforts to meet jointly developed commitments and timelines.
  - K. Meet annually with the CBC to select projects with which the CBC will be involved and develop a mutually agreed upon timeline in an effort to improve the NEPA process.
  - L. Work with the CBC to develop a glossary of terms to create a "common language" that will promote shared understanding. (Terms to be defined include, but are not limited to, "WUI," "restoration," "adaptive management," "desired future condition.")
- V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**
- A. The U.S. Forest Service will comply with NEPA, all other applicable federal laws, rules and regulations (and public involvement requirements contained within) and the Nez Perce and Clearwater Forest Plans.
  - B. The U.S. Forest Service retains sole responsibility for making decisions pursuant to NEPA.
  - C. The Forest Supervisor and the CBC Co-Chairs will conduct and document a formal annual review of the activities implemented under this agreement. Modifications to this agreement will be made pursuant to item V-T of this MOU.
  - D. The U.S. Forest Service has obligations to involve the public, and to consult with tribal governments and regulatory agencies.
  - E. The U.S. Forest Service and the CBC and their respective agencies and offices 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.
  - F. The U.S. Forest Service and the CBC will pursue the resources necessary to meet the objectives of this MOU, including development, implementation, testing, and monitoring forest restoration projects.



- G. The U.S. Forest Service and the CBC shall appoint contact persons during the various stages of the projects in order to facilitate efficient communication between the CBC and the U.S. Forest Service.
- H. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- I. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal CBC Contacts:**

| <b>CBC Program Contact</b>   | <b>CBC Technical Contact</b>  |
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| Dale Harris, Co-chair<br>1434 Jackson Street<br>Zip: Missoula, MT 59802<br>Telephone: (406)240-2809<br>Email: dharris@bigsky.net | Ree Brannon, Clearwater RC&D<br>P.O. Box 9576<br>Moscow, ID 83843<br>Telephone: (208)882-4960, ext. 110<br>Email: ree.brannon@id.usda.gov |
| Alex Irby, Co-chair<br>P.O. Box 1208<br>Orofino, ID 83544<br>Telephone: (208)476-3341<br>Email: alex.irby@hotmail.com            |   |

**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>   | <b>U.S. Forest Service Administrative Contact</b>  |
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| Rick Brazell, Forest Supervisor<br>Clearwater and Nez Perce National Forests<br>12730 Highway 12<br>Orofino, ID 83544<br>Telephone: (208)476-8273<br>FAX: (208)476-8382<br>Email: rbrazell@fs.fed.us | Elayne Murphy<br>12730 Highway 12<br>Orofino, ID 83544<br>Telephone: (208)476-8200<br>FAX: (208)476-8382<br>Email: emurphy@fs.fed.us |

- J. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the CBC 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 the CBC, at the CBC'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.

- K. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the CBC from participating in similar activities with other public or private agencies, organizations, and individuals.
- L. ENDORSEMENT. Any of the CBC's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CBC's products or activities.
- M. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- N. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the CBC 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.
- O. 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).
- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The CBC 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. The CBC 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. The CBC 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 the CBC 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 June 15, 2015 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.





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.

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DALE HARRIS, Co-chair Date  
Clearwater Basin Collaborative

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ALEX IRBY, Co-chair Date  
Clearwater Basin Collaborative

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RICK BRAZELL, Forest Supervisor Date  
U.S. Forest Service, Clearwater and Nez Perce National Forests

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

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Date

U.S. Forest Service Grants & Agreements Specialist

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.

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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.