

MEMORANDUM OF UNDERSTANDING

between

U.S. FOREST SERVICE, SALMON-CHALLIS NATIONAL FOREST

and the

LEMHI COUNTY FOREST RESTORATION GROUP

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the U.S. Forest Service, Salmon-Challis National Forest, hereinafter referred to as the U.S. Forest Service, and the Lemhi County Forest Restoration Group, hereinafter referred to as the LCFRG.

A. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties and to facilitate community-based collaborative processes for forest health restoration activities on the Salmon-Challis National Forest between the U.S. Forest Service, and the LCFRG. Further purposes of this MOU are to foster trust, clarify roles, and assist in achieving shared community, economic and forest health objectives in a timely manner on the Salmon-Challis National Forest.

The parties, will work together consistent with the National Environmental Policy Act (NEPA) process to establish expectations for landscape-scale restoration and on such products as proposed action, alternatives, collection and use of data, and development of monitoring and adaptive management processes, subject to/consistent with applicable federal laws, regulations, land management plans, and other management direction and in accordance with the following provisions.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a leader in natural resource management and strives to sustain the health, diversity and productivity of U.S. Forest Service lands to meet the needs of present and future generations.

It 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 Salmon-Challis National Forest is guided by Land Management Plans that guide all natural resource management activities and establish management standards for lands administered by the Salmon-Challis National Forest.

The U.S. Forest Service is 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 LCFRG is a self-formed and self-governed group with representation from diverse entities in the community, such as, but not limited to, timber industry representatives, environmental organizations, recreational interests, the general public, landowners, non-federal government entities, and other community leaders. The LCFRG is dedicated to enhancing the forest ecosystems within Central Idaho, including the Salmon-Challis National Forest. As such, the LCFRG recognizes the broad public interest in and the benefit from forest restoration and hazardous fuels reduction activities, including monitoring and adaptive management of restoration forestry and consensus-building approaches.

The LCFRG works collaboratively across a diversity of stakeholders with an interest in restoration of forest ecosystem health, hazardous fuels reduction, and economic development. All members are required to abide by the LCFRG group structure and act in good faith to understand and help meet the interests and needs of all members. Through this collaboration, and by working with the U.S. Forest Service, the LCFRG has available the expertise and resources of multiple partners. All LCFRG meetings are open to the public. This cooperation serves the mutual interest of the parties and the public.

IN CONSIDERATION OF THE ABOVE PREMISES, THE PARTIES AGREE AS FOLLOWS:

C. THE LCFRG SHALL:

1. In cooperation with the U.S. Forest Service, examine the current ecological conditions on jointly selected landscapes and work with the U.S. Forest Service to facilitate broad community discussions which include public participation in the development of desired future conditions.
2. Work with the U.S. Forest Service to develop prescriptions for forest health restoration on selected landscapes and help to develop proposed actions.
3. Work with the U.S. Forest Service to facilitate public involvement and understanding throughout the project development and implementation processes.
4. Work with the U.S. Forest Service to provide public education and information for collaborative projects.

5. Solicit broader community-based representation in order to foster discussions of economic, environmental and social implications.
6. Provide the U.S. Forest Service with a written statement articulating the level of support the LCFRG has for a project(s) prior to the U.S. Forest Service signing the decision document.
7. Develop consensus-based recommendations that are intended to inform and build agreement on the purpose and need, alternatives, collection and use of data, impact analysis, development of a preferred alternative, and/or recommendations regarding mitigation of environmental impacts.
8. Provide input to the U.S. Forest Service in a timely manner that promotes efficient NEPA and implementation timelines.
9. Work efficiently to meet jointly developed commitments and timelines.
10. Support consensus-based recommendations in the face of external challenges.
11. Actively participate in and assist the U.S. Forest Service with public meetings to encourage engagement by stakeholders and the public.
12. Direct and track additional resources (in-kind support, contributions, appropriations, etc.) to landscape-scale forest restoration accomplished within collaborative projects
13. Provide public information regarding collaborative meetings with the U.S. Forest Service via member websites, press releases or other measures.

D. THE U.S. FOREST SERVICE SHALL:

1. Utilize the LCFRG input and proposals to the maximum extent possible, consistent with legal requirements and responsibility. The U.S. Forest Service will appropriately involve LCFRG where involvement would be necessary or of benefit to the process. The U.S. Forest Service will ensure that input from the LCFRG is appropriately considered and incorporated in management decisions.
2. Make all decisions or determinations for National Forest System lands.
3. In cooperation with the LCFRG, examine the current ecological conditions on jointly selected landscapes and work with the LCFRG to facilitate broad community discussions which include public participation in the development of desired future conditions
4. Comply with NEPA and all other applicable federal laws and the Salmon-Challis National Forest Land Management Plan. The U.S. Forest Service retains sole responsibility for making decisions pursuant to NEPA.
5. Work directly with LCFRG at all phases of the NEPA process, seeking input and agreement on: the purpose and need statement, alternatives, collection and use of data, impact analysis, development of preferred alternatives, and/or recommendations regarding mitigation of environmental impacts (Council on Environmental Quality Handbook (CEQ), p. 13).

6. Engage the LCFRG during selected NEPA processes and make good faith efforts to meet jointly developed commitments and timelines.
7. Work with the LCFRG using adaptive management to implement forest restoration, hazardous fuel reduction and silvicultural treatments to test, develop, monitor and demonstrate effective management techniques.
8. Consider all allowable contract authorities and requirements, with emphasis on long-term stewardship contracts/agreements or other instruments that maximize the value to the local community.
9. Communicate to the LCFRG and the general public agency decisions that are pending, along with associated timelines, as soon as possible.
10. Participate as an ex-officio member in LCFRG meetings. Assist with planning field trips and meetings, providing appropriate resource specialists and materials as needed to educate the LCFRG and the public.
11. Involve and notify the LCFRG when updating out year project plans (i.e. 5 Year Fuels and Timber Plan and quarterly NEPA schedules), and the Salmon-Challis National Forest priority project lists.

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

1. The LCFRG is inclusive; new members may join at any time, and the public at large has the same rights and opportunities for access to information and input into LCFRG's processes whether a member or not of the LCFRG.
2. The U.S. Forest Service and LCFRG will work together through all phases of the NEPA process potentially including the framing of the issues, the development of a range of reasonable alternatives, the analysis of impacts, and the identification of the preferred alternative up to, but not including, the agency's final decisions made by the relevant Line Officer (CEQ Handbook, p. 13).
3. Once the U.S. Forest Service formally initiates the NEPA process, specific timelines for advancing that analysis will be established. The LCFRG will provide input to the U.S. Forest Service in accordance to these timelines in order to be considered.
4. The U.S. Forest Service and the LCFRG will work together to develop, discuss, evaluate, and implement innovative landscape-scale planning, project preparation, treatment, science integration, monitoring and adaptive management strategies.
5. The U.S. Forest Service and the LCFRG shall appoint contact persons during each annual meeting in order to facilitate efficient communication.

6. The U.S. Forest Service and the LCFRG will work together to explore implementation mechanisms and processes such as: utilization and contracting strategies, grants and agreements, and use of volunteers.
7. LCFRG and the U.S. Forest Service will use a handover memo to identify roles and responsibilities of collaborative participants and ensure continuity of participation when a personnel transition occurs. Example attached in Attachment A.
8. The Principal Contacts for this instrument are:

U.S. Forest Service Contacts

Frank Guzman, Supervisor
 Salmon-Challis National Forest
 1206 S. Challis Street
 Salmon, ID 83467
 Phone: 208.756.5100
 FAX:
 E-Mail: fguzman@fs.fed.us

LCFRG Contacts

Gina Knudson, Coordinator
 Salmon Valley Stewardship
 513 Main Street
 Salmon, ID 83467
 Phone: 208.756.1686
 FAX: 208.756.1686
 E-Mail: salmonvalley@centurytel.net

Trinity Bugger, G&A Specialist
 R1/R4 Acquisition Team, IDAWY
 Zone
 1405 Hollipark Drive
 Idaho Falls, ID 83401
 Phone: 208-557-5834
 FAX: 208-557-5829
 Email: trinitybugger@fs.fed.us

9. Nothing in this MOU shall obligate either the U.S. Forest Service or LCFRG to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the U.S. Forest Service and

LCFRG will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

10. 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.

F. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this award.

G. NOTICES. Any notice given by the U.S. Forest Service or LCFRG will be 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 grant.

To LCFRG, at LCFRG's address shown in the grant or such other address designated within the grant.

H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or LCFRG from participating in similar activities with other public or private agencies, organizations, and individuals.

I. ENDORSEMENT. Any of LCFRG contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of LCFRG's products or activities.

J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for LCFRG to use the U.S. Forest Service insignia on any published media, such as a webpage, 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.

K. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

L. FREEDOM OF INFORMATION ACT (FOIA). Public access to 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).

M. 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 recipients and subrecipients 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.

N. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. LCFRG is 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 Forest Supervisor of the U.S. Forest Service, Department of Agriculture Salmon-Challis National Forest."

LCFRG may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. LCFRG is 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.

O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

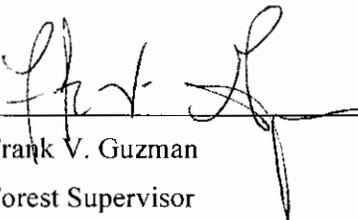
P. DEBARMENT AND SUSPENSION. LCFRG shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should LCFRG 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.

Q. 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.

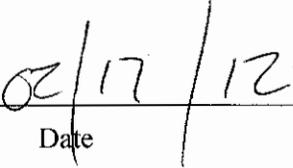
R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through February 15, 2017 at which time it will expire, unless

extended by an executed modification, signed and dated by all properly authorized, signatory officials.

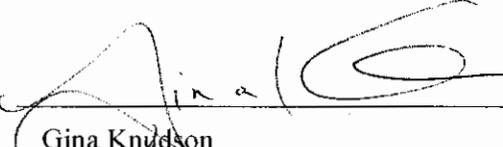
S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this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



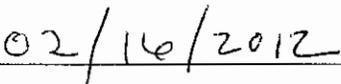
Frank V. Guzman
Forest Supervisor
Salmon-Challis National Forest



Date



Gina Knudson
Coordinator, LCFRG
Director, Salmon Valley Stewardship

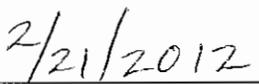


Date

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



TRINITY J. BUGGER
U.S. Forest Service Grants & Agreements Specialist



Date