

Memorandum of Understanding

THE DEVELOPMENT OF A LASSEN COUNTY COLLABORATIVE FUELS
TREATMENT PROGRAM

and approval of the
COMMUNITY WILDFIRE PROTECTION PLAN
ANNUAL WORK PLAN DEVELOPMENT PROCESS

Among the

UNITED STATES DEPARTMENT OF AGRICULTURE, Forest Service (FS)
Lassen National Forest
Modoc National Forest
Plumas National Forest
FS Agreement #14-MU-11050600-005

and the

UNITED STATES DEPARTMENT OF INTERIOR, Bureau of Land Management (BLM)
Alturas Field Office
Eagle Lake Field Office

and the

STATE OF CALIFORNIA
California Department of Forestry and Fire Protection, Calfire

and the

SUSANVILLE INDIAN RANCHERIA

and

W. M. Beaty and Associates
Fruit Growers Supply Company
Sierra Pacific Industries

and

Lassen County Fire Safe Council, Inc.

and

Lassen County

All parties involved in this Memorandum of Understanding are collectively referred to as the “Working Group.”

A. PURPOSE:

The purpose of this Memorandum of Understanding, herein referred to as “MOU”, is to provide the framework of a process for the Working Group to consider and implement annual fuels treatment program of work within their respective jurisdictions to provide for community protection and enhance the health of forests and rangelands. This collaborative process is provided for and shall be consistent with, the goals, performance measures and collaborative framework outlined in the 10-Year Comprehensive Strategy and Implementation Plan, also known as the National Fire Plan, and the National Cohesive Wildland Fire Management Strategy. The Working Group recognize that fuel treatments should be prioritized and selected through a timely collaborative process and should be coordinated across land ownerships and jurisdictions to protect communities and improve forest and rangeland health. This will be accomplished by concentrating on high priority acres that are: 1) in the wildland – urban interface and, 2) outside the wildland-urban interface that are in condition classes two and three. (Refer to links below for the National Fire Plan and the National Cohesive Wildland Fire Management Strategy for descriptions of goals, outcomes, performance measures, tasks, monitoring and glossary of definitions).

<http://nationalatlas.gov/mld/firplnp.html>

<http://www.forestsandrangelands.gov/strategy/index.shtml>)

B. IT IS MUTALLY AGREED AND UNDERSTOOD THAT THE WORKING GROUP SHALL:

1. Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law.

The Lassen County Fire Safe Council, Inc., a local work-group comprised of the FS, Calfire, and BLM Interagency Fuels Teams, Lassen County representatives and other public and private parties will provide the forum for implementation of this MOU.

2. Complete, each Federal fiscal year, proposed programs of work that will:

- a. Focus on actively managing acres in the wildland-urban interface and acres outside of the wildland urban interface that are in condition classes two and three consistent with the goals and performance measures of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy.
- b. Place priority on treating acres within the County that are actively incorporating federal, state, county, and tribal projects into the joint program of work. On a case-by-case basis, participating parties shall work with their local partners, tribes, and federal agencies to identify communities and landscapes at risk from wildland fire, and prioritize them by consensus of the Working Group at annual meetings. Based on these priorities and using a collaborative process, partners will annually identify high priority fuels reduction projects for their respective lands. Calfire, FS and BLM will use the Community Wildfire Protection Planning effort to identify projects for the units, to fully incorporate projects into an annual program of work, in accordance with each agency's laws and policies.
- c. Consider multi-year landscape projects that may or may not cross over multiple land ownerships and jurisdictional boundaries.
- d. Be based on agencies' budgets and adjusted as necessary, in accordance with appropriations and final agency budget allocations. If funding will be exchanged between the parties, the parties shall execute a separate funding document in accordance with each party's policies and procedures.
- e. Consider long-term goals and objectives that will be strategically located and implemented across the landscape.

3. The Fire Safe Council may develop a local educational program that includes Firewise/Fire Safe messages. The Fire Safe Council may collaborate with participating parties of the Working Group and execute agreements in accordance with each participating party's laws and policies.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE WORKING GROUP THAT:

1. The FS has previously entered into a Memorandum of Understanding for the Development of a Collaborative Fuel Treatment Program (FS Agreement #06-MU-11050650-005). It is understood that this MOU replaces the previously executed MOU referenced above.
2. The FS Supplemental Provisions attached as Attachment A are hereby incorporated and made part of this MOU.

3. This MOU outlines the process to synchronize the critical steps to accomplish selection of projects by each Federal fiscal year, as allowable. It is understood that this MOU will not function independently of the process of each federal agency.
4. 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).
5. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Working Group from participating in similar activities with other public or private agencies, organizations, and individuals.
6. RESPONSIBILITIES OF PARTIES. The Working Group 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. Decisions considering expenditures of federal funds and activities of the federal partners under this MOU will be made by the federal partners. Decisions considering expenditures of state funds and activities of the state partners under this MOU will be made by the state partners. Decisions considering expenditures of private and Tribal funds and activities of the private and Tribal partners under this MOU will be made by the private and Tribal partners, individually.
7. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

FS Program Manager Contact	FS Administrative Contact
Suzanne Rocha, Forest Fire Management Officer 2550 Riverside Drive Susanville, CA 96130 Telephone: 530-252-6630 Email: suzannefrocha@fs.fed.us	Asmaa Ali, Grants Management Specialist 3644 Avtech Parkway Redding, CA 96002 Telephone: 530-226-2418 FAX: 530-226-2474 Email: aaali@fs.fed.us
Lassen County Fire Safe Council, Inc.	Calfire Contact
Tom Esgate, Managing Director P.O. Box 816 Susanville, CA 96130 Telephone: 530-310-0146 Email: twesgate@sbcglobal.net	Dave Junette, Operations Chief 697-345 Hwy 36 Susanville CA 96130 530- 257-8501 Email: dave.junette@fire.ca.gov

BLM Contact	Lassen County Contact
Walter Herzog 355 Hemsted Drive Redding, CA 96002 Telephone: 530-224-2151 Email: wherzog@blm.gov	Aaron Albaugh, Lassen County Supervisor 221 South Roop St. Susanville, CA 96130 Telephone: 530-251-8333 Email: albaugharron@yahoo.com

8. **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 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

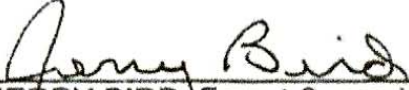
Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

9. **ESTABLISHMENT OF RESPONSIBILITY.** 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.
10. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
11. **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 60 days prior to implementation of the requested change.

12. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five (5) years from the date of the last signature, at which time it will expire.

13. 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.



JERRY BIRD, Forest Supervisor
U.S. Forest Service, Lassen National Forest



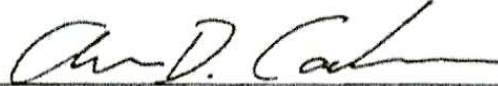
Date



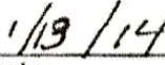
EARL W. FORD, Forest Supervisor
U.S. Forest Service, Plumas National Forest



Date



ANN CARLSON, Acting Forest Supervisor
U.S. Forest Service, Modoc National Forest



Date

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



ASMAA ALI
U.S. Forest Service Management Specialist



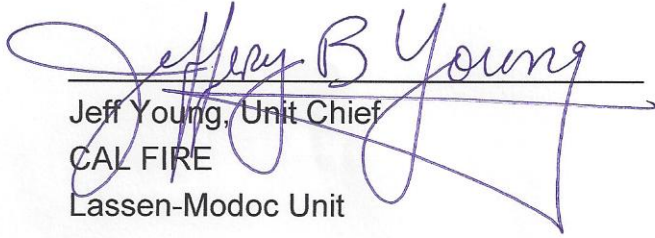
Date

Refer to next page for remaining signatures.

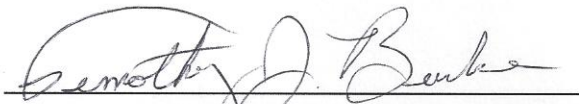
THE PARTIES HERETO have executed this instrument.



Ken Collum, Field Manager
US Department of Interior
Bureau of Land Management
Eagle Lake Field Office



Jeff Young, Unit Chief
CAL FIRE
Lassen-Modoc Unit




Timothy Burke, Field Manager
US Department of Interior
Bureau of Land Management
Alturas Field Office



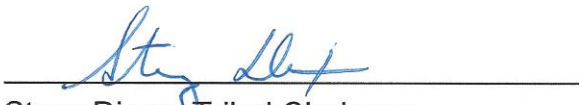
Larry Wosick, Chairman
Lassen County Board of Supervisors



Dorine Blankenship, Chair
Lassen County Fire Safe Council, Inc.



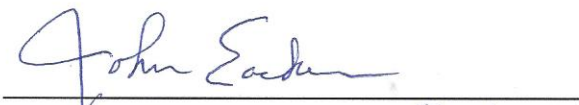
Jeff Pudlicki, Southern District Forester
W.M. Beaty & Associates



Stacy Dixon, Tribal Chairman
Susanville Indian Rancheria



Mike Mitzel, Lassen District Manager
Sierra Pacific Industries



John Eacker, Land Manager Regional Manager
Fruit Growers Supply Company

Attachment A
U.S. Forest Service Supplemental Provisions

The following provisions are hereby incorporated and made part of this MOU:

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

NOTICES. Any notice given by the U.S. Forest Service or the Working Group 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 MOU.

To the Working Group, at each participating party's address shown in the MOU or such other address designated within the MOU.

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

USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Working Group 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.

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.

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.

U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Working Group shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Working Group 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."

DEBARMENT AND SUSPENSION. All parties involved in this MOU 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 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.