MEMORANDUM OF UNDERSTANDING
for
THE DEVELOPMENT OF A COLLABORATIVE FUELS TREATMENT PROGRAM
Among the

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
and the

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Fish and Wildlife Service
National Park Service
and the

THE NATIONAL ASSOCIATION OF STATE FORESTERS
and the

THE NATIONAL ASSOCIATION OF COUNTIES

BLM No.
NPS No.

USDA FS No.
FWS No.
NASF No.

This Memorandum of Understanding (MOU) is made and entered into by and among the U.S. Department of Agriculture, Forest Service (hereinafter referred to as "FS"), the U.S. Department of the Interior (hereinafter referred to as "DOI"), the National Association of State Foresters (hereinafter referred to as "NASF"), and the National Association of Counties (hereinafter referred to as "NACo") and collectively referred to as the "Parties".

A. PURPOSE:

The purpose of this Memorandum of Understanding is to provide the framework of a process for FS, DOI, NASF, and NACo to collaborate on the annual selection of a 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 (hereafter the "10-Year Plan") endorsed by the Parties on May 23, 2002 and attached as Exhibit A. The Parties recognize that fuel treatments should be prioritized and selected through a timely collaborative process and should be coordinated

across ownerships and jurisdictions to effectively protect communities and improve forest and rangeland health. This will be accomplished by concentrating on high priority acres: 1) in the wildland-urban interface and, 2) outside the wildland-urban interface that are in condition classes two and three. (See 10-Year Plan cited above for description of goals, outcomes, performance measures, tasks, monitoring and glossary of definitions.)

B. AUTHORITIES:

The following authorities allow for the Parties to enter into this MOU:

1. The Act of September 20, 1922 (42 Stat. 857, 16 U.S.C. §§ 594), (The Protection Act)
2. The Cooperative Forestry Assistance Act of 1978, Section 5 (Pub.L.No. 95-313, 16 U.S.C. §§ 2101 et seq.)
3. Federal Land Policy and Management Act (43 U.S.C. §§ 1700 et seq.)

C. IT IS MUTALLY AGREED AND UNDERSTOOD THAT ALL PARTIES SHALL:

1. Collaborate, by notification and discussion, on identification of a proposed annual program of work for fuel treatments consistent with the process identified in the March 20, 2002 Inter-departmental Memo (Attached as Exhibit B) and the goals, performance measures and collaborative framework of the 10-Year Plan. The amount of collaboration at the local and state/regional and tribal level will be consistent with the complexity of land ownership patterns, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered in accordance with law.

2. Complete by May 1 of each year a proposed program of work for the upcoming Federal fiscal year 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.

b. Place priority on treating acres within states that are actively incorporating state and tribal projects into the joint program of work. On a state-by-state basis, participating states shall work with their local partners, tribes and federal agencies to identify communities and landscapes at risk from wildland fire, and prioritize them into one of three categories of risk: high, medium, or low. Based on these priorities and using a collaborative process, states and federal agencies will annually identify high priority fuels reduction and ecosystem restoration projects for their respective lands. NASF will propose a schedule for more fully incorporating state projects into the annual program of work by September 30, 2003.

c. Take into account multi-year landscape level projects across ownerships.

d. Be based on the President's Budget and adjusted as necessary, based upon the Congressional appropriation and final Agency budget allocations.

e. Consider long-term investments and sequencing of projects and build on prior year programs to ensure that projects are strategically located and implemented across the landscape.

3. Establish, under the auspices of the Wildland Fire Leadership Council (WFLC), a national workgroup comprised of the FS and DOI Interagency Fuels Team, NASF, and NACo representatives to oversee implementation of this MOU, monitor progress and effectiveness consistent with the 10-year Plan, and make recommendations for any necessary modifications to the WFLC.

4. The Bureau of Indian Affairs will become a signatory of this agreement upon completion of appropriate consultation with relevant tribes without the need for approval by any other signatory to this instrument.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The DOI and FS have already entered into the March 20, 2002 Memorandum for Fuel Treatment Program Development and Collaboration Process (Exhibit B). This Memorandum outlines the process to synchronize the critical steps to accomplish selection of projects by May 1 of each year for implementation at the beginning of the Federal fiscal year. It is understood that this MOU will not function independently of that process.

2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the DOI and FS under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

3. PARTICIPATION IN SIMILAR ACTIVITES. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

4. RESPONSIBILITIES OF PARTIES. The parties 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.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

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6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate any of the parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies 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 statues and regulations.

7. 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.

8. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of all the parties and shall remain in effect for no more than five years from the date of execution. This MOU may be extended or amended upon written request of all the parties. Any of the signatories of this MOU may terminate their participation in the MOU with a 60-day written notice to the other Parties.

THE PARTIES HERETO have executed this instrument.

U.S. Department of the Interior Date
P. Lynn Scarlett
Assistant Secretary
Policy, Management and Budget

U.S. Department of Agriculture 1/13/03 Date
Mark Rey
Under Secretary
Natural Resources and Environment

1/13/03
National Park Service Date
U.S. Department of the Interior
for Fran P. Mainella, Director

1/13/03
U.S. Department of Agriculture Date
Forest Service
Dale N. Bosworth, Chief

1/13/03
Bureau of Land Management Date
U.S. Department of the Interior
Kathleen Clarke, Director

1/13/03
National Assoc. of State Foresters Date
James L. Sledge, Jr., President

1/13/03
Fish and Wildlife Service Date
U. S. Department of the Interior
Steven A. Williams, Director

1/27/03
National Association of Counties Date
Ken Mayfield, President