



FS Agreement No. 10-MU-11031600-
XXX

Cooperator Agreement
No. _____

MEMORANDUM OF UNDERSTANDING
Between The
4 FOREST RESTORATION INITIATIVE (4FRI) COLLABORATIVE
STAKEHOLDER GROUP
And The
U.S. FOREST SERVICE
APACHE-SITGREAVES, COCONINO, KAIBAB AND TONTO NATIONAL
FORESTS, AND SOUTHWEST REGION 3

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the 4 Forest Restoration Initiative (4FRI) Collaborative Stakeholder Group, hereinafter referred to as the 4FRI Collaborative, and the U.S. Forest Service, Apache-Sitgreaves, Coconino, Kaibab and Tonto National Forests, hereinafter collectively referred to as the U.S. Forest Service.

Whereas, ponderosa pine forests stretch almost continuously from the south rim of the Grand Canyon in north-central Arizona, across the vast Mogollon Rim to the White Mountains of eastern Arizona and the mountains of southwestern New Mexico. Forests across this expanse surround and support communities, and provide invaluable wildlife habitat, recreational resources, and ecosystem services ranging from clean water supply to carbon storage. Unfortunately, these forests have become degraded by unsustainable historical land uses and are currently threatened by unnaturally severe fire, and climate change;

Whereas, there is an urgent need to restore northern Arizona’s ponderosa pine forest ecosystems, to reestablish beneficial natural fire regimes, sustain native biological diversity and protect communities from unnaturally severe fires. Science-based, socially-viable, landscape-scale restoration needs to be accelerated to achieve restoration, conservation, and public safety objectives. Appropriately-scaled industry support for this restoration is necessary to offset treatment costs, realize socio-economic benefits, and achieve ecological objectives. The current support for landscape-scale restoration in northern Arizona presents an unprecedented opportunity that should be recognized and acted upon as soon as possible;

Whereas, innovative collaboration can provide the U.S. Forest Service with better information, a more comprehensive and science based planning process, better planning integration, conflict prevention, improved fact-finding, increased social capital, more effective implementation, enhanced environmental stewardship, and reduced litigation. The Council on Environmental Quality (CEQ)’s 2007 publication “Collaboration in



NEPA: A Handbook for NEPA Practitioners” provides instructive guidance for collaboration throughout 4FRI’s NEPA process.

Whereas, landscape-scale forest restoration in the Southwest can and should be accelerated in an ecologically sustainable, resilient manner that is economically and socially viable. This document aims to describe the intentions of the U S Forest Service and members of the 4FRI Collaborative Stakeholder Group as they work together towards restoration actions that are appropriate to northern Arizona ponderosa pine forests as described in the Statewide Strategy for Restoring Arizona Forests (2007).

Whereas, members of the 4FRI Collaborative have entered into an agreement (the 4FRI Stakeholder Charter) describing their mutual participation in a collaborative workgroup with the goal of reaching consensus recommendations for forest restoration projects that could guide the assessment of alternative U.S. Forest Service actions.

Whereas, the U.S. Institute for Environmental Conflict Resolution is assisting the 4FRI Collaborative as an impartial mediator to facilitate the goal of reaching consensus recommendations for forest restoration.

Whereas, a great deal of effort has been invested in moving towards implementation of extensive forest restoration across Northern Arizona by a large number of dedicated Federal and State governmental agencies and employees, non-governmental organizations and private citizens. The Statewide Strategy for Restoring Arizona’s Forests and current Forest Plans are recognized as guiding documents to this agreement.

Whereas, the Path Forward document is one of the foundational documents of the 4FRI Collaborative that articulates the 4FRI collaborative vision, principles and sideboards intended to initially guide the initiative. The U.S. Forest Service recognizes the importance of this document as an expression of the 4 FRI Collaborative principles and vision and will consider the Path Forward along with all other public comments and recommendations in a public process before reaching a particular decision.

Now therefore, the U.S. Forest Service and members of the 4FRI Collaborative agree to work together towards restoration actions that are appropriate to northern Arizona ponderosa pine forests.

I. PURPOSE

The purpose of this MOU is to document a framework of collaboration by all parties involved and interested in the restoration of Northern Arizona’s Ponderosa pine forests, and the cooperative relationship among the parties, in accordance with the following goals: 1) accelerate, landscape-scale restoration across the Mogollon Rim to support resilient, diverse stands, that sustain populations of native plants and animals; 2) restore forests so they pose less threat of destructive wildfire to forest communities; 3) create sustainable forest industries that strengthen local economies while conserving natural



resources and aesthetic values; and 4) engage the public at large through increased public outreach, education, and support for this initiative.

This MOU defines the relationship between the U.S. Forest Service and the 4FRI Collaborative. These Parties, along with the public at large, will work together at multiple stages prior to, during, and following the NEPA process to establish expectations for Landscape Scale Restoration and on such products as the purpose and need statement, 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.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the 4FRI Collaborative enter this MOU to learn and work together on a common vision for landscape-scale restoration. The Parties expect that landscape-scale restoration across the Mogollon Rim will support resilient, diverse stands and supporting populations of native plants and animals; thriving communities in forested landscapes that pose little threat of destructive wildfire; and sustainable forest industries that strengthen local economies while conserving natural resources and aesthetic values.

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

III. THE 4FRI COLLABORATIVE SHALL:

- A. Develop agreement-based recommendations that are intended to advise and build agreement on: the purpose and needs statement, alternatives, collection and use of data, impact analysis, development of a preferred alternative, and/or recommendations regarding mitigation of environmental impacts.
- B. Provide input to the U.S. Forest Service in a timely manner that matches the needs of an efficient NEPA and implementation timeline;
- C. Maintain communication with the U.S. Forest Service in order to track ongoing processes and upcoming decisions so that the group can provide timely input;
- D. Work efficiently to meet deadlines;
- E. Maintain capacity to discuss, evaluate, and implement innovative landscape-scale planning, project preparation and implementation, administration, science integration, monitoring and adaptive management strategies.
- F. Support agreement-based recommendations in the face of external challenges.
- G. Actively participate in U.S. Forest Service public meetings convened prior to and during the NEPA process;
- H. Hold public meetings open to all to ensure a full and complete engagement by stakeholders and the public;
- I. Develop, share and apply scientific and technical information intended to significantly bolster adaptive landscape-scale restoration planning and implementation;
- J. Identify and support utilization strategies that help to accomplish restoration in a maximally effective and efficient fashion.



- K. Direct additional resources (in-kind support, contributions, appropriations, etc.) to landscape-scale forest restoration accomplished within 4FRI.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Work directly with parties at all phases of the NEPA process, seeking their advice and agreement on: the purpose and needs statement, alternatives, collection and use of data, impact analysis, development of a preferred alternative, and/or recommendations regarding mitigation of environmental impacts. (CEQ Handbook, p. 13)
- B. Strive to accommodate the agreement-based outcomes and products of the collaborative process within 4FRI, recognizing that translation of such agreement greatly enhances chances for success, and reduces the risk of conflict.
- C. Establish an overarching framework for ensuring that restoration is comprehensive, science based, consistent, and coordinated between successive landscape-scale restoration projects.
- D. Develop and/or maintain long-term contracts and/or agreements that support appropriately-scaled industry involvement.
- E. Communicate to the 4FRI Collaborative and the general public the Agency decisions that are pending, along with associated timelines, as soon as possible;
- F. Participate in 4FRI Collaborative meetings;

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

- A. The 4FRI Collaborative 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 the process whether a member or not of the 4FRI Collaborative.
- B. The goal of landscape scale restoration includes assessment of 2.4 million acres, identification of priority treatment areas and aggressive implementation of restoration at an accelerated rate over the next 20-30 years. The Initiative aspires to mechanically thin up to 50,000 acres per year, and accelerate fire use.
- C. This MOU does not grant cooperating agency status to any member of the 4FRI Collaborative. Any request to be a cooperating agency in a future specific NEPA process will be reviewed under normal U.S. Forest Service procedures.
- D. The U.S. Forest Service and the 4FRI Collaborative 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 Record of Decision (CEQ Handbook, p. 13).
- E. The U.S Forest Service and the 4FRI Collaborative will work together to develop, discuss, evaluate, and implement innovative landscape-scale planning, project preparation, administration, science integration, monitoring and adaptive management strategies.
- F. The U.S. Forest Service and the 4FRI Collaborative will work together to identify efficiencies in all stages of project planning and implementation, when those



efficiencies bolster socially, ecologically, and economically viable landscape-scale forest restoration.

- G. The U.S. Forest Service and the 4FRI Collaborative will work together to explore contracting options that support the goals of the Initiative.
- H. All documents developed and submitted to the U.S. Forest Service from the 4 FRI Collaborative will become public documents.
- I. Once the U.S. Forest Service formally initiates the NEPA process, specific timelines for advancing that analysis will be established. The 4FRI Collaborative will provide input to the U.S. Forest Service in accordance to these timelines in order to be considered.
- J. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Henry Provencio Coconino National Forest Supervisor's Office 1824 S. Thompson St. Flagstaff, AZ 86001 Telephone: (928) 214-2436 FAX: (928) 214-2460 Email: hprovencio@fs.fed.us	Name: Carmen Melendez Grants & Agreements Specialist U.S. Forest Service, Southwestern Region 333 Broadway Boulevard SE Albuquerque, NM 87102 Telephone: (505) 842-3199 FAX: (505) 842-3111 Email: cmelendez@fs.fed.us

- K. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.
- L. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator 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 Cooperator, at the Cooperator'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.

- M. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- N. ENDORSEMENT. Any Cooperator contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- O. 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.
- P. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator 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 prior to use of the insignia.
- Q. 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 MOU, or benefits that may arise therefrom, either directly or indirectly.
- R. 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).

- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" of the U.S. Forest Service, Department of Agriculture, ."

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

- T. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- U. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- V. DEBARMENT AND SUSPENSION. The Cooperator 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 Cooperator 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.
- W. 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.
- X. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and shall remain in effect without expiration from the date of execution unless terminated pursuant to the provisions in O. Termination. The MOU shall be reviewed at least every 5 years by the Parties to determine appropriateness and viability.



Y. 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.

NAME, Title 4FRI Collaborative Stakeholder Group	Date
CHRIS KNOPP, Forest Supervisor Apache-Sitgreaves National Forest	Date
EARL STEWART, Forest Supervisor Coconino National Forest	Date
MICHAEL R. WILLIAMS, Forest Supervisor Kaibab National Forest	Date
GENE BLANKENBAKER, Forest Supervisor Tonto National Forest	Date
CORBIN L. NEWMAN, JR., Regional Forester U.S. Forest Service, Southwestern Region	Date

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

CARMEN MELENDEZ U.S. Forest Service Grants & Agreements Specialist	Date
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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



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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.