



MEMORANDUM OF UNDERSTANDING
Between
THE WESTERN GOVERNORS' ASSOCIATION
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
19-MU-11132001-027

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Western Governors' Association, hereinafter referred to as "WGA," and the United States Department of Agriculture (USDA), Forest Service, hereinafter referred to as the "Forest Service."

Background:

WGA is an instrument of the Governors of 19 western states and three U.S. Pacific territories for bipartisan policy development, information exchange, and collective action on issues of critical importance to the West. Governors possess primary decision-making authority for management of state resources, including many resources on federal lands.

The mission of the Forest Service is 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 manages 193 million acres of public land, works with tribal governments, state and private landowners, and maintains the largest forest research organization in the world. Being a "good neighbor" is an essential component in all of the Agency's work.

I. PURPOSE

The purpose of this MOU is to establish a framework to allow the Forest Service and WGA to work collaboratively to accomplish mutual goals, further common interests, and effectively respond to the increasing suite of challenges facing western landscapes. Federal, state and private managers of forests and rangelands face a range of urgent challenges, among them catastrophic wildfires, invasive species, degraded watersheds, and epidemics of insects and disease. The conditions fueling these circumstances are not improving. Of particular concern, are longer fire seasons, the rising size and severity of wildfires, and the expanding risk to communities, natural resources, and firefighters. To address these issues, the Forest Service announced a new strategy outlining plans to work more closely with states to identify landscape-scale priorities for targeted treatments in areas with the highest payoffs.

The Forest Service will partner with state leaders and work shoulder-to-shoulder to co-manage risks, and identify land management priorities, using all available tools to reduce hazardous fuels, including mechanical treatments, prescribed fire, and management of unplanned fire in the right place at the right time, to mitigate them.

A key component of the Forest Service's new shared stewardship strategy is to prioritize investment decisions on forest treatments—in direct coordination with states—using the most advanced science tools to increase the scope and scale of critical forest treatments that protect communities and create resilient forests and rangelands.

As the chief elected officials of states, Governors expect to engage with federal officials on the formulation and execution of public policy. Governors also have specialized knowledge of their states' environments, resources, laws, culture, and economies that is essential to informed federal decision-making. By operating as authentic collaborators, the states and federal government can improve their service to the public by creating more efficient, effective, and long-lasting policy.

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

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service and WGA seek to proactively carry out projects to reduce hazardous fuels and improve forest and rangeland conditions in western states. To achieve landscapes that are more resilient to fire and other disturbances, the Forest Service and WGA will take a more integrated approach to prioritizing investments where they will have the greatest impact, and will work together to set priorities that address risk across broad landscapes. A collaborative approach that addresses risk across different ownership boundaries and habitat types will have direct and positive effects on land management practices and the constituents of western states.

III. WGA SHALL:

- A. Identify a key staff member within WGA to act as a coordinator/liaison in this relationship.
- B. Facilitate the involvement of western states and stakeholders in working with the Forest Service to achieve the purposes of this MOU.
- C. Collaborate on mutually agreed upon projects and other work in the pursuit of this MOU's overarching goals. Such projects may be defined within separate agreement(s).
- D. Meet with representatives of the Forest Service to identify strategic areas for collaboration and develop proposals to meet the purpose of this MOU.
- E. Encourage the development of projects and initiatives that promote collaboration in mutually-identified priority areas, including habitat conservation, water quality protection, restoration of wildfire and insect and disease-affected ecosystems.

- F. Evaluate risk through a joint commitment to examining options for managing western cross-boundary landscapes and providing a forum for state officials to collaborate with the Forest Service on actions to take.

IV. THE FOREST SERVICE SHALL:

- A. Work collaboratively with states to share decision space to reach agreements on priority areas that require treatments.
- B. Collectively evaluate risk through a joint commitment to examining options for managing risk and deciding with WGA what actions to take.
- C. Make reasonable efforts to: achieve consistency and avoid conflicts between federal and state objectives, plans, policies, and programs; and address and resolve all issues and concerns raised by states unless precluded by law.
- D. Collaborate on mutually agreed upon projects and other work in the pursuit of this MOU's overarching goals. Such projects may be defined within separate agreement(s).
- E. Consider and incorporate state and local data and expertise, including socioeconomic data, in development and analysis of federal actions.

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

- A. The Forest Service and WGA are bound by all applicable federal, state, and local statutes and regulations.
- B. Both parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the above activities.
- C. The Forest Service and WGA will jointly identify a list of initial projects, prioritized by greatest potential effect to meet the purpose of this MOU, with a target of summer 2019. The list should emphasize projects that can be successfully initiated during fiscal year 2020.
- D. The Forest Service, WGA and relevant state agency officials will conduct business pertaining to this agreement by means of in-person meetings, conference calls, or other means. In each calendar year, the Forest Service and WGA will meet at least once in person.
- E. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Bill Whitacre Address: 1600 Broadway, Suite 1700 City, State, Zip: Denver, CO 80202 Telephone: (303) 623-9378 Email: bwhitacre@westgov.org	Name: Dan Baer Address: 1600 Broadway, Suite 1700 City, State, Zip: Denver, CO 80202 Telephone: (303) 623-9378 Email: dbaer@westgov.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Debbie Pressman Address: 1400 Independence Ave., Suite 202W City, State, Zip: Washington, DC 20250 Telephone: 202-720-7173 Email: Debbie.Pressman@osec.usda.gov	Name: Erin Connelly Address: 201 14 th Street SW City, State, Zip: Washington, DC 20250 Telephone: 202-205-1676 Email: econnelly@fs.fed.us

- A. NOTICES. Any communications affecting the operations covered by this agreement given by Forest Service or WGA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To WGA, at WGA'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.

- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or WGA from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. ENDORSEMENT. Any of WGA's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of WGA's products or activities and does not by direct reference or implication convey the cooperator's endorsement of the Forest Service products or activities.
- D. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by 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; cooperators 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.

- E. USE OF FOREST SERVICE INSIGNIA. In order for WGA to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the 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.
- F. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. 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).
- H. 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 cooperators, their employees, volunteers, and contractors 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.

- I. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WGA shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WGA 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:

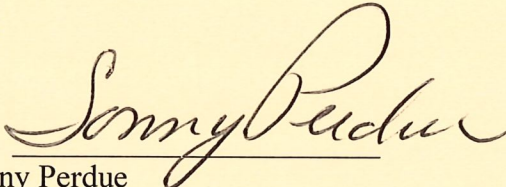
"This institution is an equal opportunity provider."

- K. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- L. DEBARMENT AND SUSPENSION. WGA shall immediately inform the 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 WGA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- M. 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.
- N. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective five years past the date of its signature at which time it will expire.

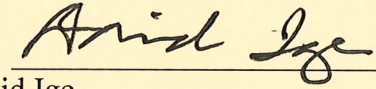
- O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

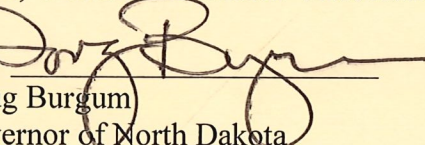
In witness whereof, the parties hereto have executed this MOU as of the last date written below.

U.S. Department of Agriculture

Date: 12/13/2018 By: 
Sonny Perdue
Secretary of Agriculture

Western Governors' Association

Date: 12/13/2018 By: 
David Ige
Governor of Hawai'i
Chair, Western Governors' Association

Date: 12/13/2018 By: 
Doug Burgum
Governor of North Dakota
Vice Chair, Western Governors' Association