

MEMORANDUM OF UNDERSTANDING
Between
United States Department of Agriculture
Forest Service,
Washington State Department of Natural Resources,
Washington State Department of Fish and Wildlife,
Yakama Nation
And
The Nature Conservancy

This Memorandum of Understanding (MOU) is made and entered into by the UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE (USFS), the WASHINGTON DEPARTMENT OF NATURAL RESOURCES (WDNR), the WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE (WDFW), the YAKAMA NATION (YN) and THE NATURE CONSERVANCY (The Conservancy) in achievement of mutual natural resource management goals. The USFS will be represented by its staff on the Okanogan -Wenatchee National Forest. WDNR will be represented by the Southeast Region. WDFW will be represented by Region 3. The Conservancy will be represented by its Washington field offices. This cooperative framework shall be known as “The Tapash Sustainable Forests Collaborative.” This name can be used by the signatories and other cooperators to create an identity for fundraising, publications and public relations.

I. AUTHORITY

This MOU is entered into by the USFS under the authority of the following provisions: P.L. 86517, Multiple-Use, Sustained-Yield Act (16 U.S.C. §§ 1600 et seq.); P.L. 95-307, Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. §§ 1641 et seq.); and the Cooperative Forestry Assistance Act of 1978 as amended (16 U.S.C. §§ 2101-2114, P.L. 95-9-313). This MOU will be recorded as Forest Service Agreement No. 06-MU-11061700-211.

This MOU is entered into by the WDFW and the WDNR under the authority of RCW 39.34, and the Interlocal Cooperation Act, also, for the WDNR under the authority of RCW 43.30.700(3) and for WDFW under the authority of RCW 77.12.230.

This MOU is entered into by The Conservancy under the provisions of the by-laws and other governing documents for The Nature Conservancy. This MOU is without prejudice to other existing or potential agreements between the USFS and The Conservancy, including the Master Memorandum of Understanding between The Nature Conservancy and the USDA Forest Service (1991).

II. PURPOSE

The parties recognize that they share common goals on the landscape and, by working together, can achieve more significant and durable outcomes than by working individually.

The purpose of this MOU is to provide a framework for cooperation and coordination. Primarily, this MOU serves as the charter for The Tapash Sustainable Forests Collaborative that over time will restore the dry forest and shrub-steppe zones to a more sustainable species composition and structure within the Tapash Sustainable Forests Collaborative's core planning area in the Naches Ranger District and Oak Creek Wildlife Area on the east slope of the Cascade Range in central Washington. The knowledge gained through that process will be shared to promote dry forest and shrub-steppe restoration on other portions of the east slope of the Cascade Range in central Washington. In addition, The Tapash Sustainable Forests Collaborative recognizes the need for the ongoing use, enjoyment, and environmental education of the public.

The MOU will be used to help achieve mutual goals in the following natural resource related areas. Examples include, but are not limited to:

- Develop strong, effective collaborative planning and implementation processes among the signatories to this MOU as well as interested public agencies and partners.
- Increase shared knowledge within The Tapash Sustainable Forests Collaborative of affected lands and resources (research, inventories, assessments and monitoring results).
- Share the learning gained through program planning and implementation for use by external audiences.
- Protect, preserve and enhance natural resources that are important for the cultural and traditional uses of the Yakama People.
- Manage recreation use to provide opportunities and experiences compatible with conservation and other natural resource management objectives.
- Identify and manage an efficient and environmentally acceptable transportation system across multiple ownerships.
- Restore the use of fire as a tool for achieving ecological objectives.
- Develop and use science-based management tools, including:
 - Stream geomorphic assessments and stream restoration
 - Biological assessments, inventory, and monitoring
 - Conservation planning:
 - WDNR HCP planning
 - Okanogan-Wenatchee National Forest Plan revision
 - Wildlife Area planning
 - The Conservancy's Conservation Action Plan (CAP) methodology
- Forest management, including restoration practices, to sustain seral forest conditions.
- Natural community restoration/exotics and invasives control.
- Land protection (acquisition).
- Recovery planning for federally listed species.

III. STATEMENT OF MUTUAL INTEREST AND BENEFIT

The members of The Tapash Sustainable Forests Collaborative recognize the underlying ecological unity of the landscape that has been divided into administrative ownership boundaries that currently limit the ability to plan and work at the landscape scale. The Tapash Sustainable Forests Collaborative members have an interest in working at the landscape scale and across administrative boundaries to achieve their mutual goals.

This MOU is intended to be the vehicle for encouraging future agreements among The Tapash Collaborative's members, including but not limited to, agreements for the interchange of personnel, equipment, management practices (e.g. utilization of sawtimber and other forest biomass products, implementation of fuels reduction projects, and prescribed fire across administrative boundaries), and information to achieve these goals. Additionally, the parties to this MOU may enter into separate specific cost share agreements when projects will involve an exchange or commitment of funds.

All parties to this MOU, as landowners, have responsibilities and interests in the preservation, conservation, biological diversity, public interests, and management of the dry forest. It is the desire of all parties to cooperate with each other, including the exchange of personnel and other resources, in matters relating to the management and conservation of biological diversity.

The USFS is a natural resource agency dedicated to the sustained management of the nation's natural resources, service to people, and, through federal law and regulations of the Secretary of Agriculture, has major responsibility for the protection and management of biodiversity, fish, wildlife, and plant habitats, including providing special protection for threatened, endangered, and sensitive/rare plant and animal species.

The WDNR provides professional, forward-looking stewardship of Washington state lands, natural resources, and the environment, and provides leadership in creating a sustainable future for the state trusts and all citizens. The Department believes that by entering into this agreement, its ability to act in the best interest of the state trust lands will be furthered and enhanced.

The WDFW serves Washington's citizens by protecting, restoring, and enhancing diverse, healthy fish and wildlife populations and habitats, while providing sustainable fish and wildlife-related recreational and commercial opportunities.

The Yakama Nation is a federally recognized Indian Tribe, under the Treaty of 1855, and has rights and privileges for Usual and Accustom and Ceded Areas, including those areas listed in this agreement.

The Nature Conservancy is a private, non-profit organization incorporated in the District of Columbia whose mission is to preserve the plants, animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive.

The Conservancy is especially interested in promoting conservation of the best examples of representative ecosystems, natural communities, and viable populations of native species.

IV. USFS TASKS. The USFS, consistent with its primary objectives and responsibilities and within the limitations of available funds and personnel, shall:

1. Make National Forest System lands available for the furtherance of The Tapash Sustainable Forests Collaborative, subject to applicable federal law, regulations, Forest Plans, and approval by the appropriate USFS official.
2. Cooperate within The Tapash Sustainable Forests Collaborative in carrying out programs and activities of the National Forest System, including the development and implementation of forest plans, watershed and other ecological assessments, local projects, and heritage programs which provide information for sharing through an interstate data network for conserving biological diversity and conserving and managing wildlife, fish and sensitive/rare plant resources.
3. Enter into specific agreements or contracts to accomplish agreed upon work projects.
4. Consistent with Forest Plans and other USFS direction, provide leadership and share information across landownership boundaries for the landscape assessments and for the planning, implementation, and monitoring of projects or administrative studies undertaken pursuant to this MOU.
5. Make every reasonable effort to secure public and private funds necessary to its performance under the terms of this MOU.
6. Meet at least annually with The Tapash Sustainable Forests Collaborative to monitor progress and to plan jointly for upcoming activities, including grant proposal writing, implementation projects, sub-agreement drafting, public outreach, and cross-ownership public use activities.

V. WDNR TASKS. WDNR, consistent with its fiduciary obligations, state laws, policies of the Board of Natural Resources, and within the limitations of available funds and personnel, shall:

1. Make WDNR managed lands available for the furtherance of The Tapash Sustainable Forests Collaborative, subject to applicable federal, state, and county laws, regulations, Habitat Conservation Plan, and approval by the appropriate WDNR official.
2. Participate within The Tapash Sustainable Forests Collaborative in carrying out programs and activities of the WDNR, including the development and implementation of landscape plans, local projects, and heritage programs.

3. Make every reasonable effort to secure public and private funds necessary to its performance under the terms of this MOU.
4. WDNR will assign appropriate personnel together with facilities and equipment normally considered necessary to their work, to assist in achieving the goals of The Tapash Sustainable Forests Collaborative.
5. Meet at least annually with The Tapash Sustainable Forests Collaborative to monitor progress and to plan jointly for upcoming activities, including grant proposal writing, implementation projects, sub-agreement drafting, public outreach, and cross-ownership public use activities.

VI. WDFW TASKS. WDFW, consistent with its primary objectives and responsibilities and within the limitations of available funds and personnel, shall:

1. Make WDFW managed lands available for the furtherance of this The Tapash Sustainable Forests Collaborative, subject to applicable federal, state, and county laws, regulations, and approval by the appropriate WDFW official.
2. Participate within the Tapash Sustainable Forests Collaborative in carrying out programs and activities of the WDFW, including the development and implementation of ecoregional assessments, wildlife area plans, landscape/watershed plans, local projects, and the heritage database.
3. Make every reasonable effort to secure public and private funds necessary to its performance under the terms of this MOU.
4. Assign appropriate personnel, together with facilities and equipment normally considered necessary to their work, to assist in achieving the goals of The Tapash Sustainable Forests Collaborative.
5. Meet at least annually with The Tapash Sustainable Forests Collaborative to monitor progress and to plan jointly for upcoming activities, including grant proposal writing, implementation projects, sub-agreement drafting, public outreach, and cross-ownership public use activities.

VII. THE YAKAMA NATION TASKS. The Yakama Nation consistent with its primary objectives and responsibilities and within the limitations of available funds and personnel, shall:

1. Cooperate with the agencies and organizations listed in this MOU.

2. Collaboratively work with and actively participate in the development of specific project proposals, including but not limited to Stewardship Contracting, to meet the objects of this agreement.
3. Support the federal and state agencies to secure public and private funds necessary to its performance under the terms of this MOU.
4. Assign appropriate personnel, together with facilities and equipment normally considered necessary to their work, to assist in achieving the goals of this MOU.

VIII. THE NATURE CONSERVANCY TASKS. The Conservancy, consistent with its primary objectives and responsibilities and within the limitations of available funds and personnel, shall:

1. Cooperate fully with the YN, USFS, WDNR, and WDFW in carrying out the projects and other collaboration which the parties thereto provide support.
2. Enter into specific agreements or contracts to accomplish agreed upon work projects.
3. Meet at least annually with The Tapash Sustainable Forests Collaborative to monitor progress and to plan jointly for upcoming activities, including grant proposal writing, implementation projects, sub-agreement drafting, public outreach, and cross-ownership public use activities.
4. As determined by specific agreement, provide support for the implementation of projects that further The Conservancy's mission of conserving biological diversity.
5. Coordinate ecoregional assessments, as defined by the MOU signed by The Conservancy, WDNR, and WDFW titled "To Collaborate In Developing and Applying Ecoregional Conservation Assessments", and Conservation Action Plans (CAPs) to support project implementation within The Tapash Sustainable Forests Collaborative.
6. Provide land for project implementation, and to support the overall goals of The Tapash Sustainable Forests Collaborative.
7. Provide resources, including staff, political support, and funding to the extent possible.
8. Seek to pool resources to leverage the goals of The Tapash Sustainable Forests Collaborative.

IX. GENERAL UNDERSTANDINGS. In connection with their execution of this MOU, the parties commit to the following mutual understandings:

1. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the USFS under this MOU is subject to the provisions of FOIA (5 U.S.C. § 552).
2. **PUBLIC DISCLOSURE ACT.** Any information furnished to the Washington Department of Natural Resources or the Washington Department of Fish and Wildlife under this instrument is subject to the Public Disclosure Act {Chapter 42.17.250-.348 RCW (through 6/30/06), recodified as Chapter 42.56 RCW, effective 7/1/06}.
3. **MODIFICATION.** Modifications to the scope or terms of this MOU shall be made by mutual consent of the parties through a written modification, signed and dated by all parties.
4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts The Tapash Sustainable Forests Collaborative members from participating in similar activities with other public or private agencies, organizations, and individuals.
5. **COMMENCEMENT/EXPIRATION/TERMINATION.** The instrument is executed as of the date of the last signature and is effective through December 31, 2011 at which time it will expire automatically unless extended by a written modification as described in Section VIII. 2.
6. **TERMINATION.** Any of the parties may terminate its participation in this MOU in whole, or in part, by providing 60 days written notice. The remaining parties may, upon their mutual consent, continue the Collaborative among themselves.
7. **PRINCIPAL CONTACTS.** The principal contacts for the parties to this MOU are:

USFS Project Contact	USFS Administrative Contact
Peter Forbes	Rick Edwards
Okanogan and Wenatchee National Forests, Naches Ranger District	Okanogan & Wenatchee National Forests
10237 Hwy 12	215 Melody Lane
Naches, WA 98937	Wenatchee, WA 98801-5933
Phone: 509-653-1440	Phone: 509-664-9315
FAX: 509-653-2638	FAX: 509-664-9281
E-Mail: pforbes@fs.fed.us	E-Mail: redwards@fs.fed.us

WDNR Project Contact	WDNR Administrative Contact
George Shelton	
713 Bowers Rd.	
Ellensburg, WA 98926-9301	
Phone:509-925-8510	Phone:
FAX:509-925-8522	FAX:
E-Mail: george.shelton@wadnr.gov	E-Mail:

WDFW Project Contact	WDFW Administrative Contact
Ted Clausing	
1701 South 24 th Avenue	
Yakima, WA 98902	
Phone: 509-457-9313	Phone:
FAX: 509-575-2474	FAX:
E-Mail: claustac@dfw.wa.gov	E-Mail:

YN Project Contact	YN Administrative Contact
Philip Rigdon, Deputy Director	
YN Division of Natural Resources	
P.O. Box 151, 401 Fort Road	
Toppenish, WA 98948	
Phone: 509-865-5121 x4655	Phone:
FAX: 509-865-6850	FAX:
E-Mail: prigdon@yakama.com	E-Mail:

The Conservancy Project Contact	The Conservancy Administrative Contact
Betsy Bloomfield, South Central WA Program Director	Melinda Milner
The Nature Conservancy	The Nature Conservancy
507 S. 5 th Ave.	1917 First Avenue
Yakima, WA 98902	Seattle, WA 98101
Phone: 509.248.6672	Phone: 206.343.4344
FAX: 509.248.6697	FAX: 206.343.5608
E-mail: bbloomfield@tnc.org	E-mail: amoraes@tnc.org

8. **NON-FUND OBLIGATING DOCUMENT:** Nothing in this MOU shall obligate either the USFS, WDNR, WDFW, YN or The Conservancy 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 USFS, WDNR, WDFW, and The Conservancy will require execution of separate written agreements and shall 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.
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 any of the parties to this MOU or by a party against the United States, its agencies, its officers, or any person.
10. **NO ENTITY OR PARTNERSHIP.** No party to this MOU is to be considered a partner, agent, or employee of the other party for any purpose, and this MOU shall not create a partnership, joint venture, or any other legal entity or principal-agent relationship between the parties. No party shall have any right, power, or authority to create any obligation, expressed or implied, on behalf of another party.
11. The Yakama Nation does not waive, alter, or otherwise diminish its Sovereign Immunity, whether expressed or implied, by virtue of this MOU for any and all administrative or legal action which may arise directly or indirectly from the same, nor does the Yakama Nation waive, alter, or otherwise diminish their rights, privileges, remedies or services guaranteed by the Treaty of 1855.

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by an authorized representative on the day and year set forth opposite their signature.

By: _____
Linda Goodman, Regional Forester, USFS Region 6
United States Forest Service

Date: _____

By: _____
Rebecca Lockett Heath, Forest Supervisor, USFS Region 6
Okanogan and Wenatchee National Forests

Date: _____

By: _____
Doug Sutherland, Commissioner of Public Lands
Washington Department of Natural Resources

Date: _____

By: _____
Jeffrey P. Koenings, Director
Washington Department of Fish and Wildlife

Date: _____

By: _____
Lavina Washines, Chairperson
Yakama Nation Tribal Council

Date: _____

By: _____
David H. Weekes, Washington State Director
The Nature Conservancy

Date: _____