

FS Agreement No. 10-MU-11132540-112
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
INDIAN DISPUTE RESOLUTION SERVICE
And The
U.S. FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Indian Dispute Resolution Service Inc, hereinafter referred to as IDRS, and the U.S. Forest Service, National Headquarters, hereinafter referred to as the U.S. Forest Service.

Background: American Indian and Alaska Native Tribes (Tribes) have rights and interests on their ancestral lands and continue to play a stewardship role on those lands. Tribes are immediately and directly affected socially, culturally and economically by management practices on their ancestral forests. Additionally, Tribes have locally-based ecological knowledge, wisdom and managerial experience that will contribute to restoring and sustaining forest health and resiliency in the face of climate change and other ecological threats.

IDRS is already working with individual Tribes and National Forests to implement the Tribal Forest Protection Act (TFPA) and other authorities through participating agreements, stewardship contracting, and other mechanisms. By working together to build the capacity of Tribes to develop forest based enterprises around forest protection and restoration activities on ancestral lands now managed by the U.S. Forest Service, the parties hold in common the goals of restoring forests.

The Office of Tribal Relations is the national-level staff of the U.S. Forest Service responsible for helping to build, maintain, and enhance the U.S. Forest Service's relations with Tribes, honoring the Tribes' unique historical and legal relationships to their ancestral lands and with the Federal government. This MOU will enable the U.S. Forest Service and IDRS, under separate, funding instruments, to collaborate, share resources for mutual benefit, and support tribal relations.

(historical background)

1. IDRS has worked closely since 1989 with American Indian and Alaskan Native Tribes providing cross-cultural communication and dispute resolution training and services designed to build internal consensus within native communities and improve government- to-government relationships between these communities and myriad county, state and federal agencies.



2. Since its inception almost twenty years ago, IDRS has served as an impartial intermediary reconciling differences and building cooperative agreements in dozens of transactions involving Tribes and natural resource agencies at the federal and state level.
3. During the past five years, IDRS has been implementing a national demonstration project with private foundation support to enable Tribes to become actively involved in restoring forest health on their own lands as well as on publicly managed forest lands. IDRS has worked closely with the Forest Service's Washington Office, the National Forests and forest-based tribes in the West, assisting them in negotiating formal agreements and contracts under the TFPA and other authorities.
4. IDRS has been instrumental in helping Tribes and the U.S. Forest Service begin developing tribal businesses that provide forest maintenance, restoration, woody biomass utilization and other services.
5. IDRS has helped raise over \$10 million of American Recovery and Reinvestment Act and other funds to conduct restoration activities on tribal lands and national forests, undertake feasibility analysis for biomass facilities, and develop business plans for new enterprises.

Title: Memorandum of Understanding between the Indian Dispute Resolution Services Inc. and the U.S. Forest Service.

- I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to strengthen collaboration on tribal lands and national forests for restoring forests in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service - IDRS collaboration exemplifies the partnerships needed to respond to current issues and opportunities regarding tribal capacity building, forest health and community sustainability. The partnership will demonstrate how collaboration will support Tribes' efforts to build forest-based businesses that provide services (e.g., thinning, native plant production, planting), energy production (transforming biomass into renewable energy), and value-added wood products (e.g., small diameter posts and poles, pellets, bundled firewood). These businesses will help create "green" jobs, and other economic benefits such as reducing high unemployment rates and alleviating poverty in tribal and other distressed rural communities. These enterprises will also assist the U.S. Forest Service to restore forest health, strengthen tribal relations and contribute to the development of biomass utilization enterprises.

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





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.

- G. 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.
- H. 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.
- I. 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 excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. 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:
- "Working together with the Office of Tribal Relations and other units of the USDA Forest Service, IDRS has accomplished . . ."
- 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.
- K. 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.
- L. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- M. 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.

- N. 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.
- O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2014 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- P. 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.

STEVEN HABERFELD, EXECUTIVE DIRECTOR, IDRS 	Date 5/12/10
THOMAS L. TIDWELL, Chief U.S. Forest Service 	Date 5/4/10

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

APRIL 1, 2010

CHRISTOPHER K. COPPENBARGER
U.S. Forest Service Grants & Agreements Specialist

Date



Burden Statement

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