



FS Agreement No. 16-MU-11052012-148

Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
FOR THE PURPOSE OF INCREASING THE USE OF FIRE TO MEET
ECOLOGICAL AND OTHER MANAGEMENT OBJECTIVES
Between the
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION
AND
SIERRA FOREST LEGACY,
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY,
THE NATURE CONSERVANCY,
USDI, NATIONAL PARK SERVICE PACIFIC REGION,
THE WILDERNESS SOCIETY,
THE SIERRA CLUB,
CENTER FOR BIOLOGICAL DIVERSITY,
NORTHERN CALIFORNIA PRESCRIBED FIRE COUNCIL,
SOUTHERN SIERRA PRESCRIBED FIRE COUNCIL**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Sierra Forest Legacy, California Department of Forestry and Fire Protection, State of California Sierra Nevada Conservancy, The Wilderness Society, The Nature Conservancy, The Sierra Club, Center for Biological Diversity, USDI National Park Service-Pacific Region, Northern California Prescribed Fire Council, Southern Sierra Prescribed Fire Council, hereinafter referred to as “MOU Partners,” and the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the “U.S. Forest Service.”

Background: California’s wildlands are dominated by ecosystems that evolved with fire that shaped these landscapes and provided resilience and renewal. Recognition by scientists and land managers of the ecological benefits of fire has led to the development of policies and guidance to support the expanded use of fire to improve ecological conditions and more effectively undertake fire management across the landscape.

Managed Fire within the scope and context of this MOU refers to the use of natural or human-caused ignitions within burn prescription for the purposes including public safety and ecosystem benefits, where allowed under the policies of agencies with primary jurisdiction.

Federal, State and local land management agencies and private landowners are governed by regulations and policies that provide direction on how fire may be applied and managed to achieve ecological benefits. Landowner goals and objectives and public health and safety also influence any decision to apply fire as a restoration tool.



This MOU acknowledges the unique direction applicable to each MOU partner. The MOU draws on the guidance below developed by federal, state, local, and other stakeholders to address fire management across jurisdictions to support the use of fire for ecological and other benefits:

A. Guidance for Implementation of Federal Wildland Fire Management Policy (2009)

“The role of wildland fire as an essential ecological process and natural change agent will be incorporated into the planning process. Federal agency land and resource management plans set the objectives for the use and desired future condition of the various public lands.” (Guiding Principles, p.8)

“A wildland fire may be concurrently managed for one or more objectives and objectives can change as the fire spreads across the landscape. Objectives are affected by changes in fuels, weather, topography; varying social understanding and tolerance; and involvement of other governmental jurisdictions having different missions and objectives.” (p. 7, 19)

“Agencies will exploit the full range of fire management options to sustain healthy ecosystems within acceptable risk levels as identified in the Land Resource Management Plan (LRMP).” (p. 10)

B. The National Cohesive Wildland Fire Management Strategy National Action Plan (2014)

Management options include:

“Prescribed fire – One of the more effective and cost-efficient means of managing vegetation for multiple purposes, including hazard reduction, ecosystem restoration or maintenance, silviculture and others.

Managing wildfire for resource objectives - This option refers to a specific choice to use unplanned ignitions to achieve resource management objectives.” (National Action Plan, p.5)

C. Strategic Fire Plan for California (2010)

Vision - A natural environment that is more resilient and man-made assets which are more resistant to the occurrence and effects of wildland fire through local, state, federal and private partnerships.

Policies Supporting the Objectives - The central policies that are critical to reducing and preventing the impacts of fire revolve around both suppression efforts and fire prevention efforts. Major policy components are:



- Land use planning that ensures increased fire safety for new development
- Creation of defensible space for survivability of established homes and neighborhoods
- Improving fire resistance of homes and other constructed assets
- Fuel hazard reduction that creates resilient landscapes and protects the wildland and natural resource values
- Adequate and appropriate levels of wildland fire suppression and related services
- Commitment by individuals and communities to wildfire prevention and protection through local fire planning.(Strategic Plan, p.2)

Specific goals and objectives related to prescribe fire are:

Goal 5: Develop a method to integrate fire and fuels management practices with landowner priorities and multiple jurisdictional efforts within local, state and federal responsibility areas. (p.11, 18)

Objective:

- f) Increase public education and awareness in support of ecologically sensitive and economically efficient vegetation management activities, including prescribed fire, forest thinning and other fuels treatment projects. (p.18)

CAL FIRE implements Goal 5 in part through the Vegetation Management Program, a cost-sharing program that focuses on the use of prescribed fire, and mechanical means, for addressing wildland fire fuel hazards and other resource management issues on State Responsibility Area (SRA) lands. The use of prescribed fire mimics natural processes, restores fire to its historic role in wildland ecosystems, and provides significant fire hazard reduction benefits that enhance public and firefighter safety.

Title: Cooperating for the purpose of increasing the use of fire to meet ecological and other management objectives

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to increase the use of fire to meet ecological and other management objectives in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the **U.S. 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. This mission includes addressing all aspects of wildland fire management



and working through State Foresters to accomplish this mission on State and private lands.

The mission of **Sierra Forest Legacy** is to engage citizens, communities, and coalition members in the healthy management of Sierra Nevada forest ecosystems to protect and restore the region's unparalleled beauty and natural values. We apply the best practices of science, advocacy and grassroots organizing to safeguard forest lands throughout the Sierra Nevada. Sierra Forest Legacy is a coalition of over 80 conservation organizations dedicated to science-based ecological restoration and the use of fire as a primary process for building lasting forest resilience.

The mission of the **California Department of Forestry and Fire Protection** ("CAL FIRE") is to serve and safeguard the people and protect the property and resources of California. CAL FIRE manages several programs aimed to enhance forest resources and recognizes prescribed fire as a useful tool in enhancing ecosystem processes.

The **Sierra Nevada Conservancy** initiates, encourages, and supports efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California. The SNC strongly supports the increased use of prescribed and managed fire, under appropriate conditions, as critical tools in restoring the ecological health of our forests and watersheds. The use of fire as a restoration tool will greatly assist in protecting water supplies and quality, preserving important habitat and providing for stable long-term storage of carbon.

The **National Park Service** preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The Wilderness Society's mission is to protect wilderness and inspire Americans to care for our wild places. We contribute to better protection, stewardship and restoration of our public lands, preserving our rich natural legacy for current and future generations.

The mission of **The Nature Conservancy** is to conserve the lands and waters upon which all life depends. We envision a world where the diversity of life thrives, and people act to conserve nature for its own sake and its ability to fulfill our needs and enrich our lives.

The **Sierra Club's** mission is to explore, enjoy, and protect the wild places of the Earth, to practice and promote responsible uses of the Earth's ecosystems and resources, to educate and enlist humanity in the protection and restoration of the quality of the natural and human environment, and to use all lawful means to carry out those objectives.

The **Center for Biological Diversity** is a national, nonprofit conservation organization dedicated to the protection of endangered species and wild places. We do so though



science, law and creative media, with a focus on protecting the lands, waters and climate that species need to survive.

The mission of the **Northern California Prescribed Fire Council** is to serve as a venue for practitioners, state and federal agencies, academic institutions, tribes, coalitions and interested individuals to work collaboratively to promote, protect, and expand the responsible use of prescribed fire in Northern California's fire adapted landscapes.

The **Southern Sierra Nevada Prescribed Fire Council** mission is to serve as a venue for practitioners, state and federal agencies, academic institutions, tribes, non-governmental organizations, coalitions, and interested individuals to work collaboratively to promote, protect, conserve, and expand the responsible use of prescribed fire and cultural fire in the southern Sierra Nevada's fire-adapted landscapes and fire-dependent landscapes, and to promote public understanding and acceptance on the ecological and cultural importance of burning.

The MOU Partners join in their shared knowledge, experience, networks and vision for ecological resilience and sustainable, diverse forests in California, recognizing the ecological role of fire in these ecosystems in relation to each of the MOU partner's missions.

Furthermore, the MOU Partners acknowledge that expanding collaboration associated with the expressed purpose of this MOU to include other organizations and groups is in the interest of all of the partners.

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

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

- A. Engage with of a variety of stakeholders, including, but not limited to, federal, state and local government agencies, and non-governmental organizations;
- B. Encourage minimizing barriers to implementing fire use by improving smoke management coordination and engaging in public education and outreach. (This is especially important when trying to encourage the choice by decision makers to manage wildfire for resource objectives); and
- C. Work to help increase capacity to use wildland fire through expanded training opportunities and resource sharing.
- D. The MOU is a broad, relatively general agreement that seeks to include as many parties as possible who are interested in increasing the use of wildland fire to meet ecological objectives. Signatories can be government or non-government organizations or individuals, generally the designated leader of each organization.



Participation in the MOU is voluntary, and non-binding. Agreements by any of the parties to the MOU are non-binding on any other parties, nor are they legally actionable.

Leadership and governance will be managed by a voluntary steering committee composed of MOU Partners who are able to commit the time or resources to facilitate the completion of the agreed upon activities. The voluntary steering committee will meet periodically to identify approaches or activities that all parties, some parties, or individual parties are undertaking to further the purpose of the MOU.

The steering committee will establish meeting schedules once the MOU implementation is underway.

It is expected that the MOU Partners membership will expand over time and not remain static.

The steering committee is responsible for the creation of an action plan to identify the activities the MOU Partners agree to support. It is understood that MOU Partners will have varying interests and opportunities to advance the application of increased managed fire through the stated objectives above.

The action plan biennially will be reviewed and updated by the steering committee and interested MOU Partners. The action plan update will be circulated to all MOU Partners for review, comment and possible endorsement, biennially.

Working groups will be established to implement the action plan. Working groups will devise a mechanism to keep the steering committee and MOU Partners informed of their progress implementing the action plan that is synchronized with the periodic meetings of the steering committee. It is understood that throughout the duration of this MOU Partnership, any activities that involve the exchange of funds or resources will be done utilizing a separate agreement type and authority.

- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal MOU Partner Contacts:

MOU Partner Program Contact	MOU Partner Administrative Contact
Name: Craig Thomas, Conservation Director, Sierra Forest Legacy Address: P.O. Box 244 Garden Valley, CA 95633 Telephone: 916-708-9409 Email: craig@sierraforestlegacy.org	Name: Susan Britting, Executive Director, Sierra Forest Legacy Address: P.O. Box 244 Garden Valley, CA 95633 Telephone: 530-295-8210 Email: britting@earthlink.net



MOU Partner Program Contact	MOU Partner Administrative Contact
Name: Edward Smith, Forest Ecologist, The Nature Conservancy Address: 555 Capitol Mall, Suite 1290, Sacramento, CA 95814 Telephone: 916-449-2854 Email: esmith@tnc.org	Name: David Edelson, Forest Conservation Director, The Nature Conservancy Address: 201 Mission Street, 4 th Floor, San Francisco, CA 94105 Telephone: 415-777-0487 Email: dedelson@tnc.org
Name: Jim Branham, Executive Officer Sierra Nevada Conservancy Address: 11521 Blocker Drive #205, Auburn, CA 95603 Telephone: 530-823-4667 Email: jbranham@sierranevada.ca.gov	Name: SAME Address: Telephone: Email:
Name: Stan Van Velsor, Senior Regional Conservation Representative The Wilderness Society Address: 250 Montgomery Street, Ste.210 San Francisco, CA 94104 Telephone: 415-398-1484 Email: stan_vanvelsor@tw.s.org	Name: Dan Smuts, Senior Regional Director, The Wilderness Society Address: 250 Montgomery Street, Ste. 210 San Francisco, CA 94104 Telephone: 415-398-1420 Email: dam_smuts@tw.s.org
Name: Justin Augustine, Center for Biological Diversity Address: 1212 Broadway St., Ste. 800 Telephone: 503-910-9214 Email: jaugustine@biologicaldiversity.org	Name: SAME Address: Telephone: Email:
Name: Ken Pimlott, Director CAL FIRE Address: P.O. Box 944246, Sacramento, CA 94244-2460 Telephone: 916-653-7772 Email: ken.pimlott@fire.ca.gov	Name: TBD Address: Telephone: Email:
Name: Robin Wills, Deputy Regional Fire Management Officer, USDI National Park Service-Pacific West Region Address: 333 Bush Street, San Francisco, CA 94104 Telephone: 415-203-7162 Email: robin_wills@nps.gov	TBD Martha Lee, Deputy Regional Director, National Park Service, Pacific West Region (Tentative) Address: Telephone: Email:



MOU Partner Program Contact	MOU Partner Administrative Contact
Name: Terry Davis, Director, Mother Chapter-Sierra Club. Address: 909-12 th Street, Suite 202, Sacramento, CA 95814 Telephone: 916-557-1100 ext.108 Email: Terry.davis@sierraclub.org	Name: Dave Porter, Our Wild American Delivery Team Address: 4471 139th Ave SE Bellevue, WA 98006-2211 Telephone: 425-644-2572 Email: DNPorter@hotmail.com
Name: TBD Southern Sierra Prescribed Fire Council Address: Telephone E-mail	Name: TBD Address: Telephone: Email:
Name: Nick Goulette, Steering Cmte Chair, Northern CA Prescribed Fire Council Address: P.O. Box 356 Hayfork, CA 96041 Telephone: 530-628-4206 Email: nickg@hayfork.net	Name: Lenya Quinn-Davidson, Director, Northern CA Prescribed Fire Council Address: 5630 South Broadway Eureka, CA, CA 95503 Telephone: 707-445-7351 Email: lquinndavidson@ucanr.edu

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Shawna Legarza Director Fire and Aviation Management USDA Forest Service, Pacific Southwest Region Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707 562-8925 FAX: 707 562-9048 Email: slegarza@fs.fed.us	Name: Monica Irvin Grant Management Specialist USDA Forest Service, Pacific Southwest Region Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707 562-8816 FAX: 707 562-9144 Email: meirvin@fs.fed.us

F. ASSURANCE REGARDING FELONY CONVICTION OR TAX

DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement MOU Partners acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had



an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If MOU Partners fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds MOU Partners has expended in violation of sections 433 and 434.

- G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or MOU Partner 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 MOU Partners, at MOU Partners' 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.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or MOU Partner from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of MOU Partner's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of MOU Partner's products or activities.
- J. 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; cooperator 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.

- K. USE OF U.S. FOREST SERVICE and CAL FIRE INSIGNIA. In order for MOU Partners 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 (Washington Office) prior to use of the insignia.

In order for MOU Partners to use the CAL FIRE logo on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the CAL FIRE Communications Office. A written request must be submitted and approval granted in writing by the CAL FIRE Communications Office prior to use of the logo.

- L. 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.
- M. 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) or the California Public Records Act (California Government Code section 6250, et seq.).
- N. 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.
- O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. MOU Partner is/are encouraged to



give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Pacific Southwest Region of the Forest Service of the U.S. Forest Service, Department of Agriculture, works cooperatively to increase the use of fire to meet ecological and other management objectives."

MOU Partners may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. MOU Partners is/are 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.

- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. MOU Partners shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. MOU Partners 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."

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. DEBARMENT AND SUSPENSION. MOU Partners 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 MOU Partners 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.

- T. 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.
- U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- V. 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.


SUSAN BRITTING, Executive Director
Sierra Forest Legacy

9-28-15

Date


RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region

10-7-15

Date


KEN PIMLOTT, Director
California Department of Fire and Forestry Protection

9/29/15

Date


JIM BRANHAM, Executive Officer
Sierra Nevada Conservancy

10/1/15

Date



Date
USDI, National Park Service

10/1/15

DAN SMUTS, Senior Regional Director
The Wilderness Society

Date

Date
DAVID EDELSON, Forest Conservation Director
The Nature Conservancy

10-6-15

TERRY DAVIS, Director Motherlode Chapter

Date

10-6-15

JUSTIN AUGUSTINE
Center for Biological Diversity

Date

10/1/15

PAMELA FLICK, STEERING COMMITTEE MEMBER
Southern Sierra Prescribed Fire Council

Date

10/6/15

NICK GOULETTE, Steering Committee Chair
Northern California Prescribed Fire Council

Date



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

9/24/2015

MONICA IRVIN

U. S. Forest Service Grants Management Specialist

Date

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 displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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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.