



FS Agreement No. _____

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
SIERRA PACIFIC INDUSTRIES,
AND
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION,
AND
NATIONAL FISH AND WILDLIFE FOUNDATION,
AND THE
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Sierra Pacific Industries, hereinafter referred to as “SPI,” California Department of Forestry and Fire Protection referred to as “CAL FIRE,” the National Fish and Wildlife Foundation referred to as “NFWF,” and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, hereinafter referred to as the “U.S. Forest Service.” This MOU supersedes and replaces the MOU dated August 30, 2017 (CSO MOU), and April 19, 2019 (NSO MOU) between the parties relating to this subject matter.

Background: Large scale, high-severity fire poses a risk to Northern Spotted Owls (NSO), California Spotted Owls (CSO), West Coast Distinct Population Segment Fishers (fishers) and their habitat. Increased habitat resilience and resistance to multiple disturbances is needed to promote NSO, CSO, and fisher persistence.

The U.S. Forest Service, SPI, a private corporation, and CAL FIRE manage forest lands in California that are frequently adjacent to each other, and have ongoing programs to protect and enhance habitat for fish and wildlife and also manage forest fuels to reduce fire risk and its potential impacts on wildlife species. Under State law, SPI has the authority to participate in fire suppression on its own lands while CAL FIRE, contract counties, the U.S. Forest Service, and other government agencies have primary fire suppression responsibility for all federal, State, and private wildlands in California. The parties also have responsibilities and interests in the inventory of their respective lands for federally- and State-recognized threatened, endangered, proposed, candidate, and sensitive species and in the development of appropriate protection measures for these species.



Due to these natural resource challenges, we believe it is important to establish a coordinated, multi-stakeholder agreement to help protect and enhance our forest resources. This will involve establishing a strategic conservation framework to help restore and protect areas where sensitive species – particularly the (NSO), (CSO), and fisher – are threatened by habitat degradation due to uncharacteristically extensive and severe adverse fire effects.

Roles: The U.S. Forest Service, under the laws of the United States and regulations of the Secretary of Agriculture, is responsible for the protection of fish, wildlife, and plant habitats on National Forest lands and for providing special attention to Federally-recognized threatened, endangered, proposed, and candidate species and U.S. Forest Service sensitive species and species of conservation concern, including the NSO, CSO, and fisher.

The U.S. Forest Service is also a cooperating agency under the National Environmental Policy Act (NEPA) in the development of an Environmental Impact Statement by the U.S. Fish and Wildlife Service's concerning SPI's application for an Endangered Species Act (ESA) Section 10 permit for California Spotted Owl that may occur on SPI lands.

SPI is responsible under the laws of the United States and the State of California for the assessment of wildlife and plant resources on its lands when developing timber harvest plans. SPI is developing an application for an ESA Section 10 permit for California Spotted Owl that may occur on SPI lands and currently has a Candidate Conservation Agreement with Assurances (CCAA) for fisher.

Under the laws of the State of California, CAL FIRE must consider the public need for watershed protection, consider fish, wildlife, and plant habitats on nonfederal lands, and provide special attention to federal and State-recognized threatened and endangered species.

NFWF is an independent 501(c) (3) nonprofit organization that is governed by a Board of Directors appointed by the Secretary of the Interior. NFWF works with public and private sectors to protect and restore fish, wildlife, plants and habitats. NFWF has invested tens of millions of dollars in conservation projects throughout California. This includes a California-wide fuels management program to protect valuable natural resources, post-fire restoration programs in Southern California, wet meadow restoration in the Sierra Nevada, Klamath Basin watershed restoration, in-stream flow, and watershed habitat improvement in Northern California, and efforts to recover select declining, threatened, and endangered species.

Many of NFWF's existing programs and projects are threatened by the deteriorating conditions resulting from forest fires and untreated post-fire sites. As a result, NFWF has a vested interest in working with the U.S. Forest Service, CAL FIRE and SPI to maximize the health of California's forests. NFWF also has extensive experience serving as a grant maker or fiduciary to assist federal agencies in identifying, awarding, and managing projects that achieve mutually beneficial outcomes. This includes the



development of, or update to, implementation documents that guide investments to achieve targeted outcomes.

Title: Forest Fuels Reduction and Species Conservation in California.

- I. PURPOSE:** The purpose of this MOU is to document the agreement between the parties to coordinate on certain actions that may contribute to Forest Fuels Reduction and species conservation in accordance with the provisions of the MOU.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

U.S. Forest Service benefits and interests: The U.S. Forest Service will have more information and be able to make better decisions regarding the management of forest fuels on lands adjacent to SPI in California, and conservation, with a focused priority on NSO, CSO, and fisher, in these areas.

SPI benefits and interests: SPI will have more information regarding the management of forest resources and fuels on its lands, and important to the conservation of NSO, CSO, and fisher when meeting its responsibilities with respect to developing and implementing its timber harvest plans and land management objectives.

CAL FIRE benefits and interests: CAL FIRE will be able to make better decisions regarding the management of forest resources and fuels on lands adjacent to SPI in California that may contain habitat important to the conservation of NSO, CSO, and fisher.

NFWF benefits and interests: As a grant maker that leverages public and private resources to implement conservation projects, NFWF will have more information regarding the management of forest resources and fuels important to the conservation of NSO, CSO, and fisher.

Mutual benefits and interests: The U.S. Forest Service, SPI, CAL FIRE, and NFWF will be better able to fulfill their respective obligations and goals to manage resources and increase effectiveness of management to contribute to the conservation of NSO, CSO, and fisher. and its habitat by considering data and information applicable to whole landscapes, regardless of ownership.

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

III. SPI SHALL:

- A. Provide the U.S. Forest Service, CAL FIRE, and NFWF with:
- a. Information concerning SPI's forest fuels management plans near U.S. Forest Service timber lands and CAL FIRE Demonstration State Forests.



- b. Information that may contribute to the conservation of NSO, CSO, fisher, and other sensitive species.
 - c. Other data and information requested by the U.S. Forest Service, CAL FIRE, and NFWF, if agreeable to SPI.
- B. Meet and coordinate regularly with the U.S. Forest Service and CAL FIRE, or as otherwise mutually agreed by the parties, regarding forest fuels management actions on the parties' respective lands.
- C. Upon the request of the U.S. Forest Service, CAL FIRE, or NFWF, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss NSO, CSO, and fisher conservation strategies and conservation measures on SPI lands identified through the implementation of this MOU.

IV. CAL FIRE SHALL:

- A. Provide the U.S. Forest Service, SPI, and NFWF with:
 - a. Information concerning CAL FIRE's forest fuels management plans near SPI timber lands and U.S. Forest Service timber lands.
 - b. Information that may contribute to the conservation of NSO, CSO, and fisher and other sensitive species.
 - c. Other data and information requested by the U.S. Forest Service, SPI, and NFWF that is not exempt pursuant to the California Public Records Act.
- B. Meet and coordinate regularly with the U.S. Forest Service and SPI, or as otherwise mutually agreed by the parties, regarding forest fuels management actions.
- C. Upon the request of the U.S. Forest Service, SPI, or NFWF, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss California NSO, CSO, and fisher conservation strategies identified through the implementation of this MOU.

V. NFWF SHALL:

- A. Provide the U.S. Forest Service, CAL FIRE, and SPI with:
 - a. Information concerning NFWF's conservation programs and grant funding opportunities that may support conservation opportunities for the NSO, CSO, fisher and other sensitive species.
 - b. Information that may contribute to the conservation of these three species and other sensitive species.
 - c. Other data and information requested by the U.S. Forest Service, CAL FIRE, and SPI, if agreeable to NFWF.
- B. Meet and coordinate regularly with the U.S. Forest Service, CAL FIRE, and SPI, or as otherwise mutually agreed by the parties, regarding conservation



programs and grant funding opportunities for NSO, CSO, fisher, and other sensitive species.

- C. Upon the request of the U.S. Forest Service, CAL FIRE, or SPI, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss NSO, CSO, and fisher conservation strategies on lands identified through the implementation of this MOU.

VI. U.S. FOREST SERVICE SHALL:

- A. Provide SPI, CAL FIRE, and NFWF with:
- a. Information concerning the U.S. Forest Service's forest fuels management plans near SPI timber lands and CAL FIRE Demonstration State Forests.
 - b. Information that may contribute to the conservation of NSO, CSO, fisher, and other sensitive species.
 - c. Other data and information requested by SPI relating to these subjects if agreeable to the U.S. Forest Service.
- B. Meet and coordinate regularly with SPI and CAL FIRE, or as mutually agreed by the parties, regarding forest fuels management actions on U.S. Forest Service lands.
- C. Implement applicable conservation measures as identified in the applicable Forest Plans and/or finalized California Spotted Owl Conservation Strategy, as well as NSO and fisher management strategies on National Forest System lands identified through the implementation of this MOU.
- D. Coordinate with SPI and the U.S. Fish and Wildlife Service to discuss conservation strategies and conservation measures for these three species, as well as other sensitive species on National Forest System lands identified through the implementation of this MOU.
- E. Encourage direct coordination between the National Forests of Pacific Southwest Region with the parties to this MOU regarding its implementation.

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

- A. Nothing in this MOU shall modify any other agreements between the parties.
- B. 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: Dan Tomascheski, SPI Address: P.O. Box 496028 City, State, Zip: Redding, CA 96049-6028 Telephone: (530) 378-8000 FAX: (530) 378-8109 Email: DTomascheski@spi-ind.com	Name: Ed Murphy, SPI Address: P.O. Box 496028 City, State, Zip: Redding, CA 96049-6028 Telephone: (530) 378-8000 FAX: (530) 378-8109 Email: EMurphy@spi-ind.com

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jonathan Birdsong, NFWF Address: 90 New Montgomery Street, Suite 1010 City, State, Zip: San Francisco, CA 94105 Telephone: 415-778-0999 FAX: 415-778-0998 Email: Jonathan.Birdsong@nfwf.org	Name: Grants Department, NFWF Address: 1133 Fifteenth St. NW, Suite 1000 City, State, Zip: Washington, D.C. 20005 Telephone: 202-857-0166 FAX: 202-857-0162 Email: info@nfwf.org

Cooperator Program Contact	Cooperator Administrative Contact
Name: Helge Eng, CALFIRE Address: 1416 9th Street, PO Box 944246 City, State, Zip: Sacramento, CA 94244 Telephone: 916-653-5000 FAX: 916-651-1435 Email: Helge.Eng@fire.ca.gov	Name: Director, CALFIRE Address: 1416 9th Street, PO Box 944246 City, State, Zip: Sacramento, CA 94244 Telephone: 916-653-5000 FAX: 916-651-1435

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: John Exline Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94590 Telephone: 707-562-8689 FAX: 707-562-9229 Email: jexline@fs.fed.us	Name: Constance Zipperer Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94590 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us

- C. **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, the signatory



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 USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If SPI, CAL FIRE, or NFWF fails to comply with these provisions, the U.S. Forest Service will annul this agreement as to the violating party, and may recover any funds expended in violation of sections 433 and 434.

- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or SPI 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 SPI, at SPI's address shown in the MOU or such other address designated within the MOU.

To CAL FIRE, at CAL FIRE's address shown in the MOU or such other address designated within the MOU.

To NFWF, at NFWF'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.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service, SPI, CAL FIRE, or NFWF from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of SPI's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service, CAL FIRE, or NFWF endorsement of SPI's products or activities.
- G. 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.

- H. USE OF A PARTY'S INSIGNIA. In order for any party to use another party's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted in writing, and in the case of the U.S. Forest Service or CAL FIRE, from the U.S. Forest Service's or CAL FIRE's Office of Communications. In the case of the U.S. Forest Service, a written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. 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.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to this 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).
- K. 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.

- L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. SPI, CAL FIRE, and NFWF 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:
- "Pacific Southwest Region of the U.S. Forest Service, Department of Agriculture, "
- SPI, CAL FIRE, and NFWF may call on the U.S. Forest Service's or CAL FIRE's Office of Communication for advice regarding public notices. SPI, CAL FIRE, and NFWF are requested to provide copies of notices or announcements to the U.S. Forest Service and CAL FIRE Program Manager and to The U.S. Forest Service's and CAL FIRE's Office of Communications as far in advance of release as possible.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. SPI, CAL FIRE, and NFWF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. SPI, CAL FIRE, and NFWF 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.

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."

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. SPI, CAL FIRE, and NFWF 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 SPI, CAL FIRE, or NFWF, 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.
- R. 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.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **December 31, 2024**, at which time it will expire.
- T. 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.

1/20/2020

MARK EMMERSON, Chairman and CFO
Sierra Pacific Industries

Date

RANDY MOORE, Regional Forester
USDA Forest Service, Pacific Southwest Region

1/27/20
Date

THOM PORTER, Director
California Department of Forestry and Fire Protection

2/7/2020
Date

JEFF TRANDAH, Executive Director
National Fish and Wildlife Foundation

3/13/20
Date

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

CONSTANCE ZIPPERER
Grants Management Specialist
USDA Forest Service, Pacific Southwest Region

25 January 2020



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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.



FS Agreement No. Addendum to 20-MU-11052007-022

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING

Between

SIERRA PACIFIC INDUSTRIES,

AND THE

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION,

AND THE

NATIONAL FISH AND WILDLIFE FOUNDATION,

AND THE

USDA, FOREST SERVICE

PACIFIC SOUTHWEST REGION

COMMERCIAL FOREST LANDOWNERS ADDENDUM TO THE ABOVE MOU

Including

GREEN DIAMOND RESOURCE COMPANY,

HUMBOLDT REDWOOD COMPANY, LLC,

MENDOCINO REDWOOD COMPANY, LLC,

FRUITGROWERS SUPPLY COMPANY,

TC&I-SHASTA,

BASCOM PACIFIC, LLC,

W. M. BEATY AND ASSOCIATES,

HEARST FORESTS, LLC,

WYNTON TIMBERLANDS, LLC

MICHIGAN-CALIFORNIA TIMBER COMPANY,

SHASTA-CASCADES TIMBERLAND, LLC,

CALIFORNIA TIMBERLAND INVESTMENTS

SOPER COMPANY,

COLLINS ALMANOR FOREST

This ADDENDUM MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Green Diamond Resource Company, Humboldt Redwood Company, LLC, Mendocino Redwood Company, LLC, Fruit Growers Supply Company, TC&I-Shasta, Bascom Pacific LLC, W. M. Beatty and Associates, Hearst Forests, LLC, Wyntoon Timberlands, LLC, Michigan-California Timber Company, Shasta-Cascades Timberland Company, California Timberlands Investment, Soper Company, Collins Almanor Forest, and Sierra Pacific Industries (these entities collectively referred to as "Commercial Forest Landowners" or "CFLs"); joining with California Department of Forestry and Fire Protection referred to as "CAL FIRE;" the National Fish and Wildlife Foundation, referred to as "NFWF;" and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, hereinafter referred to as the "U.S. Forest Service." This MOU supersedes and replaces 17-MU-11052007-096 and



Amendment 1; and 19-MU-11052007-028 between the parties relating to this subject matter.

Background: Large scale, high-severity fire poses a risk to Northern Spotted Owls (NSO), California Spotted Owls (CSO), West Coast Distinct Population Segment Fisher (fisher) and their habitat. Increased habitat resilience and resistance to multiple disturbances is needed to promote NSO, CSO, and fisher persistence.

The U.S. Forest Service, CFLs, and CAL FIRE manage forest lands in California that are frequently adjacent, and have ongoing programs to protect and enhance habitat for fish and wildlife; and also manage forest fuels to reduce fire risk and its potential impacts on wildlife species. Under State law, CFLs are authorized to participate in fire suppression on their lands, while CAL FIRE, contract counties, the U.S. Forest Service, and other government agencies have primary fire suppression responsibility for all federal, state, and private wildlands in California. The parties also have responsibilities and interests in the inventory of their respective lands for federally- and state-recognized threatened, endangered, proposed, candidate, and sensitive species; and development of appropriate protection measures for these species.

Due to these natural resource challenges, we believe it is important to establish a coordinated, multi-stakeholder agreement to help protect and enhance our forest resources. This involves establishing a strategic conservation framework to help restore and protect areas where sensitive species – particularly the NSO, CSO, and fisher – are threatened by habitat degradation due to uncharacteristically extensive and severe adverse fire effects.

Roles: The U.S. Forest Service, under the laws of the United States and regulations of the Secretary of Agriculture, is responsible for the protection of fish, wildlife, and plant habitats on National Forest lands and for providing special attention to federally-recognized threatened, endangered, proposed, and candidate species; and U.S. Forest Service sensitive species and species of conservation concern, including the NSO, CSO, and fisher. The U.S. Forest Service is also a cooperating agency under the National Environmental Policy Act (NEPA) in the development of an Environmental Impact Statement by the U.S. Fish and Wildlife Service concerning SPI's application for an Endangered Species Act (ESA) Section 10 permit for NSO and CSO potentially occurring on SPI lands.

The CFLs are responsible under the laws of the United States and the State of California for the assessment of wildlife and plant resources on their lands when developing timber harvest plans.

Under the laws of the State of California, CAL FIRE must consider the public need for watershed protection, and fish, wildlife, and plant habitats on nonfederal lands, while providing special attention to federal- and state- recognized threatened and endangered species.



The NFWF is an independent 501(c) (3) nonprofit organization governed by a Board of Directors appointed by the Secretary of the Interior. The NFWF works with public and private sectors to protect and restore fish, wildlife, plants, and habitats. The NFWF has invested tens of millions of dollars in conservation projects throughout California. This includes a California-wide fuels management program to protect valuable natural resources, post-fire restoration programs in Southern California, wet meadow restoration in the Sierra Nevada, Klamath Basin watershed restoration, in-stream flow, and watershed habitat improvement in Northern California, and efforts to recover select declining, threatened, and endangered species.

Many of NFWF's existing programs and projects are threatened by the deteriorating conditions resulting from extensive and severe forest fires and untreated post-fire sites. As a result, NFWF has a vested interest in working with the U.S. Forest Service, CAL FIRE and CFLs to maximize the health of California's forests. The NFWF also has extensive experience serving as a grant maker or fiduciary to assist federal agencies in identifying, awarding, and managing projects that achieve mutually beneficial outcomes. This includes the development of, or update to, implementation documents guiding investments to achieve targeted outcomes.

Title: Forest Fuels Reduction and Species Conservation in California.

- I. PURPOSE:** The purpose of this MOU is to document the agreement between the parties to coordinate on certain actions contributing to Forest Fuels Reduction and species conservation in accordance with the provisions of the MOU.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

U.S. Forest Service benefits and interests: The U.S. Forest Service will have more information and ability to make better decisions regarding the management of forest fuels on lands adjacent to CFLs in California, with a focused priority on NSO, CSO, and fisher, in these areas.

CFLs benefits and interests: The CFLs will have more information regarding the management of forest resources and fuels on their lands, and important to the conservation of NSO, CSO, and fisher when meeting its responsibilities with respect to developing and implementing timber harvest plans and land management objectives.

CAL FIRE benefits and interests: CAL FIRE will be able to make better decisions regarding the management of forest resources and fuels on lands adjacent to CFLs in California that may contain habitat important to the conservation of NSO, CSO, and fisher.

NFWF benefits and interests: As a grant maker that leverages public and private resources to implement conservation projects, NFWF will have more information



regarding the management of forest resources and fuels important to NSO, CSO, and fisher conservation.

Mutual benefits and interests: The U.S. Forest Service, CFLs, CAL FIRE, and NFWF will be better able to fulfill their respective obligations and goals to manage resources and increase effectiveness of management to contribute to NSO, CSO, and fisher conservation and their habitat by considering data and information applicable to entire landscapes, regardless of ownership.

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

III. CFLs SHALL:

- A. Provide the U.S. Forest Service, CAL FIRE, and NFWF with:
 - a. Information concerning CFLs' forest fuels management plans near U.S. Forest Service lands and CAL FIRE Demonstration State Forests.
 - b. Information that may contribute to the conservation of NSO, CSO, fisher, and other sensitive species.
 - c. Other relevant data and information requested by the U.S. Forest Service, CAL FIRE, and NFWF, if agreeable to CFLs.
- B. Meet and coordinate regularly with the U.S. Forest Service and CAL FIRE, or as otherwise mutually agreed by the parties, regarding forest fuels management actions on the parties' respective lands.
- C. Upon the request of the U.S. Forest Service, CAL FIRE, or NFWF, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss NSO, CSO, and fisher conservation strategies and conservation measures on CFLs lands identified through the implementation of this MOU.
- D. Undertake activities consistent with the conservation needs of fisher while implementing this MOU, including the following:
 - a. Avoid the poisoning of mountain beavers, porcupines, snowshoe hares, and woodrats;
 - b. Retain known fisher natal dens;
 - c. Retain or recruit a hardwood component (if available) for mast production and future dens;
 - d. Retain or recruit structurally diverse forests; and
 - e. Retain shrubs and smaller trees in areas with sparse overstory cover.

**IV. CAL FIRE SHALL:**

- A. Provide the U.S. Forest Service, CFLs, and NFWF with:
 - a. Information concerning CAL FIRE's forest fuels management plans near CFLs lands and U.S. Forest Service lands.
 - b. Information that may contribute to the conservation of NSO, CSO, and fisher, and other sensitive species.
 - c. Other data and information requested by the U.S. Forest Service, CFLs, and NFWF that is not exempt pursuant to the California Public Records Act.
- B. Meet and coordinate regularly with the U.S. Forest Service and CFLs, or as otherwise mutually agreed by the parties, regarding forest fuels management actions.
- C. Upon the request of the U.S. Forest Service, CFLs, or NFWF, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss California NSO, CSO, and fisher conservation strategies identified through the implementation of this MOU.

V. NFWF SHALL:

- A. Provide the U.S. Forest Service, CAL FIRE, and CFLs with:
 - a. Information concerning NFWF's conservation programs and grant funding opportunities that may support conservation opportunities for the NSO, CSO, fisher, and other sensitive species.
 - b. Information that may contribute to the conservation of these three species and other sensitive species.
 - c. Other data and information requested by the U.S. Forest Service, CAL FIRE, and CFLs, if agreeable to NFWF.
- B. Meet and coordinate regularly with the U.S. Forest Service, CAL FIRE, and CFLs, or as otherwise mutually agreed by the parties, regarding conservation programs and grant funding opportunities for NSO, CSO, fisher, and other sensitive species.
- C. Upon the request of the U.S. Forest Service, CAL FIRE, or CFLs, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss NSO, CSO, and fisher conservation strategies on lands identified through the implementation of this MOU.

VI. U.S. FOREST SERVICE SHALL:

- A. Provide CFLs, CAL FIRE, and NFWF with:



- a. Information concerning the U.S. Forest Service's forest fuels management plans near CFLs timber lands and CAL FIRE Demonstration State Forests.
 - b. Information that may contribute to the conservation of NSO, CSO, fisher, and other sensitive species.
 - c. Other data and information requested by CFLs relating to these subjects if agreeable to the U.S. Forest Service.
- B. Meet and coordinate regularly with CFLs and CAL FIRE, or as mutually agreed by the parties, regarding forest fuels management actions on U.S. Forest Service lands.
- C. Implement applicable conservation measures as identified in the applicable Forest Plans and/or finalized *California Spotted Owl Conservation Strategy*, as well as NSO and fisher management strategies on National Forest System lands identified through the implementation of this MOU.
- D. Coordinate with CFLs and the U.S. Fish and Wildlife Service to discuss conservation strategies and conservation measures for these three species, as well as other sensitive species on National Forest System lands identified through the implementation of this MOU.
- E. Encourage direct coordination between the National Forests of the Pacific Southwest Region with the parties to this MOU regarding its implementation.

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

- A. Nothing in this MOU shall modify any other agreements between the parties.
- B. 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: Dan Tomascheski, SPI Address: P.O. Box 496028 City, State, Zip: Redding, CA 96049-6028 Telephone: (530) 378-8000 FAX: (530) 378-8109 Email: dtomascheski@spi-ind.com	Name: Ed Murphy, SPI Address: P.O. Box 496028 City, State, Zip: Redding, CA 96049-6028 Telephone: (530) 378-8000 FAX: (530) 378-8109 Email: emurphy@spi-ind.com
Name: Dennis Thibeault, MRC Address: P.O. Box 996 City, State, Zip: Ukiah, CA 95482 Telephone: (707) 463-5112 FAX: (707) 463-5530 Email: dthibeault@mendoco.com	Name: Sal Chinnici, MRC Address: P.O. Box 712 City, State, Zip: Scotia, CA 95565 Telephone: (707) 764-4299 FAX: (707) 764-4400 Email: schinnici@hrcellc.com
Name: Dennis Thibeault, HRC Address: P.O. Box 996 City, State, Zip: Ukiah, CA 95482 Telephone: (707) 463-5112 FAX: (707) 463-5530 Email: dthibeault@mendoco.com	Name: Sal Chinnici, HRC Address: P.O. Box 712 City, State, Zip: Scotia, CA 95565 Telephone: (707) 764-4299 FAX: (707) 764-4400 Email: schinnici@hrcellc.com
Name: Kelly Conner, FGS Address: 1216 Fruit Growers Rd City, State, Zip: Hilt, CA 96044 Telephone: (530) 475-3453 FAX: (530) 475-3398 Email: Kelly.conner@fruitgrowers.com	Name: Kelly Conner, FGS Address: 1216 Fruit Growers Rd City, State, Zip: Hilt, CA 96044 Telephone: (530) 475-3453 FAX: (530) 475-3398 Email: Kelly.conner@fruitgrowers.com
Name: Jason Carlson, GDRC Address: P.O. Box 68 City, State, Zip: Korbelt, CA 95550-0068 Telephone: (707) 668-3712 FAX: (707) 668-4402 Email: jcarlson@greendiamond.com	Name: John Davis, GDRC Address: P.O. Box 68 City, State, Zip: Korbelt, CA 95550-0068 Telephone: (707) 668-4414 FAX: (707) 668-4402 Email: jdavis@greendiamond.com
Name: Paul Chapman, TC&I Address: P.O. Box 1540, 237 Main St Suite 220 City, State, Zip: McCloud, CA 96057 Telephone: 530-964-2776 FAX: 530-964-2849 Email: pchapman@campbellglobal.com	Name: Paul Chapman, TC&I Address: P.O. Box 1540, 237 Main St Suite 220 City, State, Zip: McCloud, CA 96057 Telephone: 530-964-2776 FAX: 530-964-2849 Email: pchapman@campbellglobal.com
Name: Sam Porter, LandVest for CTI Address: P.O. Box 492709 City, State, Zip: Redding CA 96049 Telephone: (530)918-4800 Email: SPorter@LandVest.com	Name: John Vona, LandVest for CTI Address: 3301 Concord Drive, Suite G City, State, Zip: McKinleyville, CA 95519 Telephone: (530)918-4800 Email: JVona@LandVest.com



Name: Paul Chapman, BP Address: P.O. Box 1540, 237 Main St., Suite 220 City, State, Zip: McCloud, CA 96057 Telephone: 530-964-2776 FAX: 530-964-2849 Email: pchapman@campbellglobal.com	Name: Paul Chapman, BP Address: P.O. Box 1540, 237 Main St., Suite 220 City, State, Zip: McCloud, CA 96057 Telephone: 530-964-2776 FAX: 530-964-2849 Email: pchapman@campbellglobal.com
Name: Paul Violett, Soper Company Address: 19855 Barton Hill Road City, State, Zip: Strawberry Valley, CA 95981 Telephone: (530) 675-2343 FAX: (530) 675-0843 Email: pviolett@soperwheeler.com	Name: Ryan McKillop, Soper Company Address: 19855 Barton Hill Road City, State, Zip: Strawberry Valley, CA 95981 Telephone: (530) 675-2343 FAX: (530) 675-0843 Email: rmckillop@soperwheeler.com
Name: Phil Battaglia, WMB&A Address: P.O. Box 990898 City, State, Zip: Redding, CA 96099 Telephone: (530) 243-2783 FAX: (530) 243-2900 Email: philb@wmbeaty.com	Name: Jeff Pudlicki, WMB&A Address: P.O. Box 990898 City, State, Zip: Redding, CA 96099 Telephone: (530) 243-2783 FAX: (530) 243-2900 Email: jeffp@wmbeaty.com
Name: Paul M. Harlan, Collins Address: 500 Main Street, P.O. Box 796 City, State, Zip: Chester, CA 96020 Telephone: 503-826-5247 FAX: 503-826-5233 Email: pharlan@collinsco.com	Name: Bennie Johnson, Collins Address: 500 Main Street, P.O. Box 796 City, State, Zip: Chester, CA 96020 Telephone: 530-258-2111 FAX: 530-258-1916 Email: bjohnson@collinsco.com
Name: Chris Chase, MCTC Address: P.O. Box 766 City, State, Zip: Yreka, CA 96067 Telephone: (530) 435-6739 FAX: (530) 842-3825 Email: cchase@timberproducts.com	Name: Chris Chase, MCTC Address: P.O. Box 766 City, State, Zip: Yreka, CA 96067 Telephone: (530) 435-6739 FAX: (530) 842-3825 Email: cchase@timberproducts.com
Name: Phil Battaglia, WMB&A Address: P.O. Box 990898 City, State, Zip: Redding, CA 96099 Telephone: (530) 243-2783 FAX: (530) 243-2900 Email: philb@wmbeaty.com	Name: Jeff Pudlicki, WMB&A Address: P.O. Box 990898 City, State, Zip: Redding, CA 96099 Telephone: (530) 243-2783 FAX: (530) 243-2900 Email: jeffp@wmbeaty.com
Name: Lloyd Bradshaw WT, HF Address: P.O. Box 670 City, State, Zip: McCloud, CA, 96057 Telephone: (530) 964-2425 FAX: (530) 964-2407 Email: lbradshaw@hearst.com	Name: Lloyd Bradshaw WT, HF Address: P.O. Box 670 City, State, Zip: McCloud, CA, 96057 Telephone: (530) 964-2425 FAX: (530) 964-2407 Email: lbradshaw@hearst.com
Name: Sam Porter, LandVest for SCT Address: P.O. Box 492709 City, State, Zip: Redding CA 96049 Telephone: (530) 918-4800 Email: SPorter@LandVest.com	Name: John Vona, LandVest for SCT Address: 3301 Concord Drive, Suite G City, State, Zip: McKinleyville, CA 95519 Telephone: (530) 918-4800 Email: JVona@LandVest.com



Cooperator Program Contact	Cooperator Administrative Contact
Name: Jonathan Birdsong, NFWF Address: 90 New Montgomery Street, Suite 1010 City, State, Zip: San Francisco, CA 94105 Telephone: 415-778-0999 FAX: 415-778-0998 Email: Jonathan.Birdsong@nfwf.org	Name: Grants Department, NFWF Address: 1133 Fifteenth St. NW, Suite 1000 City, State, Zip: Washington, D.C. 20005 Telephone: 202-857-0166 FAX: 202-857-0162 Email: info@nfwf.org

Cooperator Program Contact	Cooperator Administrative Contact
Name: Helge Eng, CALFIRE Address: 1416 9th Street, PO Box 944246 City, State, Zip: Sacramento, CA 94244 Telephone: 916-653-5000 FAX: 916-651-1435 Email: Helge.Eng@fire.ca.gov	Name: Director, CALFIRE Address: 1416 9th Street, PO Box 944246 City, State, Zip: Sacramento, CA 94244 Telephone: 916-653-5000 FAX: 916-651-1435

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: John Exline Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94590 Telephone: 707-562-8689 FAX: 707-562-9229 Email: jexline@fs.fed.us	Name: Constance Zipperer Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94590 Telephone: 707-562-9120 FAX: 707-562-9144 Email: czipperer@fs.fed.us

- C. 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, the signatory 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 USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If CFLs, CAL FIRE, or NFWF fails to comply with these provisions, the U.S. Forest Service will annul this agreement as to the violating party, and may recover any funds expended in violation of sections 433 and 434.



- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CFLs 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 CFLs, at CFLs' address shown in the MOU or such other address designated within the MOU.

To CAL FIRE, at CAL FIRE's address shown in the MOU or such other address designated within the MOU.

To NFWF, at NFWF'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.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service, CFLs, CAL FIRE, or NFWF from participating in similar activities with other public or private agencies, organizations, or individuals.
- F. ENDORSEMENT. Any of CFLs' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service, CAL FIRE, or NFWF endorsement of CFLs' products or activities.
- G. 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). 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.

- H. USE OF A PARTY'S INSIGNIA. In order for any party to use another party's insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted in writing, and in the case of the U.S. Forest Service or CAL FIRE, from the U.S. Forest Service's or CAL FIRE's Office of Communications. In the case of the U.S. Forest Service, a written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. 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.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to this 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).
- K. 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.
- L. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CFLs, CAL FIRE, and NFWF 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:

"Pacific Southwest Region of the U.S. Forest Service, Department of Agriculture, "

CFLs, CAL FIRE, and NFWF may call on the U.S. Forest Service's or CAL FIRE's Office of Communication for advice regarding public notices. CFLs, CAL FIRE, and NFWF are requested to provide copies of notices or announcements to the U.S. Forest Service and CAL FIRE Program Manager and to The U.S. Forest Service's and CAL FIRE's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CFLs, CAL FIRE, and NFWF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CFLs, CAL FIRE, and NFWF 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.

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."

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. CFLs, CAL FIRE, and NFWF 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 CFLs, CAL FIRE, or NFWF, 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.
- R. 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.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **December 31, 2024**, at which time it will expire.
- T. 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.

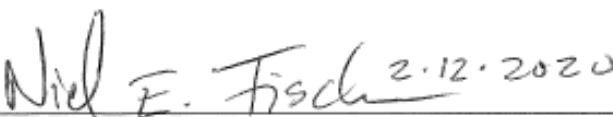
In witness whereof, the parties hereto have executed this MOU Addendum as of the last date written below.



Sierra Pacific Industries Date 2/12/20



Soper Company Date 2/12/2020

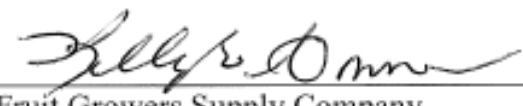


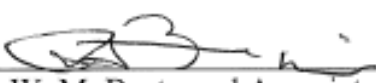
Collins Almanor Forest Date 2.12.2020




Mendocino Redwood Company, LLC
Humboldt Redwood Company, LLC
2-12-20
Date


Wynton Timberlands, LLC & Hearst Forests, LLC
2/12/20
Date


Fruit Growers Supply Company
2/12/20
Date



W. M. Beaty and Associates
2/12/2020
Date


Green Diamond Resource Company
2/12/2020
Date


Michigan-California Timber Company
2/12/2020
Date


Bascom Pacific, LLC
2-12-2020
Date


TC&I-Shasta, LLC
2-12-2020
Date


Shasta-Cascades Timberlands, LLC
2/12/2020
Date

See above also signed under Shasta-Cascades
Timberlands, LLC

New Forests, Inc Managing Member of New Forests US Timberlands, LLC,
General Partner of California Timberland Investments, LP, Managing
Member of Shasta Cascades California Timberlands 2, LLC.

2/12/2020
Date