



- FS Agreement No. \_\_\_\_\_  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
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,  
WYNTOON TIMBERLANDS, LLC  
MICHIGAN-CALIFORNIA TIMBER COMPANY,  
SHASTA-CASCADES TIMBERLAND, LLC,  
CALIFORNIA TIMBERLAND INVESTMENTS  
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**

This 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, and Sierra Pacific Industries referred to as “Commercial Forest Landowners” or “CFLs,” 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, referred to as the “U.S. Forest Service.”

Background: Large scale, high-severity fire poses a risk to Northern spotted owls and their habitat. Increased Northern spotted owl habitat resilience and resistance to multiple disturbances is needed to promote Northern spotted owl persistence.

The U.S. Forest Service, the CFL’s, 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, the CFL's have the authority to participate in fire suppression on their 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 timberlands 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 Northern spotted owl - 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 Northern spotted owl. 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 Northern Spotted Owl that may occur on SPI lands.

The CFL's 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, 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, the CFL's and CAL FIRE 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; Northern Spotted Owl.

**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:** The 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 the CFL's in California, and enhance conservation, with a focused priority on Northern Spotted Owl, in these areas.

CFL's benefits and interests: The CFL's will have more information regarding the management of forest resources and fuels on its lands, and important to the conservation of Northern Spotted Owl 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 the CFL's in California that may contain habitat important to the conservation of Northern Spotted Owl.

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 Northern Spotted Owl.

Mutual benefits and interests: The U.S. Forest Service, CFL's, 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 Northern Spotted Owl and its habitat by considering data and information applicable to whole landscapes, regardless of ownership.

### **III. The CFL's SHALL:**

- A. Provide the U.S. Forest Service, CAL FIRE, and NFWF with:
  - 1. Information concerning their forest fuels management plans near U.S. Forest Service timber lands and CAL FIRE Demonstration State Forests.
  - 2. Information that may contribute to the conservation of Northern Spotted Owl and other sensitive species.
  - 3. Other data and information requested by the U.S. Forest Service, CAL FIRE, and NFWF, if agreeable to the CFL's.
- 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 Northern Spotted Owl conservation strategies and conservation measures on CFL lands identified through the implementation of this MOU.

### **IV. CAL FIRE SHALL:**

- A. Provide the U.S. Forest Service, the CFL's, and NFWF with:
  - 1. Information concerning CAL FIRE's forest fuels management plans near CFL timber lands and U.S. Forest Service timber lands.
  - 2. Information that may contribute to the conservation of Northern Spotted Owl and other sensitive species.



3. Other data and information requested by the U.S. Forest Service, the CFL's, and NFWF that is not exempt pursuant to the California Public Records Act.
- B. Meet and consult regularly with the CFL's and CAL FIRE, or as mutually agreed by the parties, regarding forest fuels management actions on U.S. Forest Service lands.
- C. Upon the request of the U.S. Forest Service, CAL FIRE, NFWF, or the CFL's, meet with the requesting party and the U.S. Fish and Wildlife Service to discuss Northern Spotted Owl conservation strategies on lands identified through the implementation of this MOU.

#### **V. NFWF SHALL:**

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

#### **VI. U.S. FOREST SERVICE SHALL:**

- A. Provide the CFL's, CAL FIRE, and NFWF with:
  1. Information concerning the U.S. Forest Service's forest fuels management plans near CFL timber lands and CAL FIRE Demonstration State Forests.
  2. Information that may contribute to the conservation of Northern Spotted Owl and other sensitive species.
  3. Other data and information requested by the CFL's relating to these subjects if agreeable to the U.S. Forest Service.
- B. Meet and coordinate regularly with the CFL's 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 Northern Spotted Owl Conservation Strategy on



National Forest System lands identified through the implementation of this MOU.

- D. Coordinate with the CFL's and the U.S. Fish and Wildlife Service to discuss Northern Spotted Owl conservation strategies and conservation measures 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. **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: <a href="mailto:dtomascheski@spi-ind.com">dtomascheski@spi-ind.com</a>	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: <a href="mailto:cmurphy@spi-ind.com">cmurphy@spi-ind.com</a>
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Cooperator Program Contact	Cooperator Administrative Contact
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Name: Sam Porter, LandVest for CTI Address: P.O. Box 492709 City, State, Zip: Redding CA 96049 Telephone:(530)918-4800 FAX: Email: <a href="mailto:SPorter@LandVest.com">SPorter@LandVest.com</a>	Name: John Vona, LandVest for CTI Address:3301 Concord Drive, Suite G City, State, Zip:Mckinleyville, CA 95519 Telephone:(530)918-4800 FAX: Email: <a href="mailto:JVonna@LandVest.com">JVonna@LandVest.com</a>
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<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
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<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
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**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
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B. OTHER AGREEMENTS. Nothing in this MOU shall modify any other agreements between the parties.

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 the CFL's, 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 the CFL's 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 the CFL's at each of the CFL's addresses shown in the MOU above, or at 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, the CFL's, CAL FIRE, or NFWF from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of the CFL's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service, CAL FIRE, or NFWF endorsement of CFL'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 Act 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; orb) 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. The CFL's, 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,"

The CFL's, 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. The CFL's, 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. The CFL's, 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. The CFL's, 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. The CFL's, 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 the CFL's 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, 2020** 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.

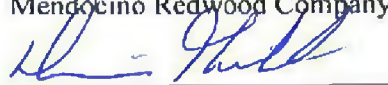


In witness whereof, the parties hereto have executed this MOU as of the last date shown below.

 DENNIS THIBEAULT, EVP 4/3/19

NAME, TITLE

Mendocino Redwood Company, LLC

 DENNIS THIBEAULT, EVP 4/3/19

NAME, TITLE

Humboldt Redwood Company, LLC

Date



General Manager

3/19/2019

Fruit Growers Supply Company

Date

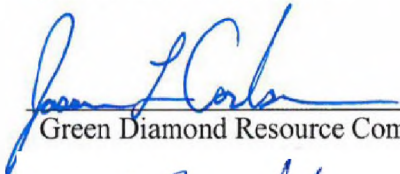


VP Resources

3/18/2019

Sierra Pacific Industries

Date

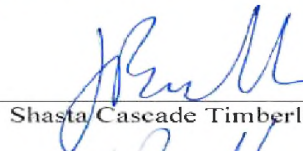


VP CA Ops

4/2/2019

Green Diamond Resource Company

Date



Vice President

04/08/2019

Shasta Cascade Timberlands, LLC

Date

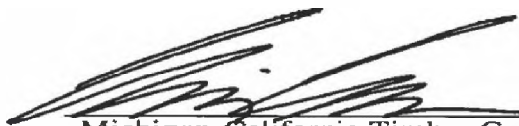


Vice President

04/08/2019

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.

Date



Timberland Manager

3/18/2019

Michigan-California Timber Company

Date

 Lloyd Brookshaw, Director, Hearst Forests

3/19/2019

Wynton Timberlands, LLC & Hearst Forests, LLC

Date



General Manager

3/21/2019

W. M. Beaty and Associates, Inc.

Date



Area Manager

3/21/2019

Bascom Pacific, LLC

Date



USDA, Forest Service

OMB 0596-0217  
FS-1500-15

Area Manager

3/21/2019

TC&amp;I-Shasta, LLC

Date

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

4/19/19

Date

Thomas W. Porter, Director  
California Department of Forestry and Fire Protection

4/17/19

Date

JEFF TRANDAH, Executive Director  
National Fish and Wildlife FoundationDANIEL J. SRODEL  
GENERAL COUNSEL

4/18/19

Date

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