

Best Practice: Formalized Agreement between Collaborative and FS

Summary

The Northeast Washington Forestry Coalition developed clearly defined guidelines for determining and communicating levels of support for Forest Service projects.

Keys to Success

The protocol is written down, process agreed upon in advance of controversial issue discussions.

"Since the formation of NEWFC, there have been no appeals or law suits filed on 20 or so projects on the CNF. We are proud of this record!"

-Lloyd McGee,

*President of the NEWFC
Board, and*

*Vaagen Brothers Lumber
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Protocol Defines Level of Support for Forest Service Projects

The Northeast Washington Forestry Coalition (NEWFC) was formed in 2002 to foster community collaboration, facilitate problem solving and goodwill between forest conservation, timber industry; federal, state, tribal and county government; outdoor recreation and other citizens regarding management of the Colville National Forest. One of NEWFC's key organizational objectives is to "demonstrate how a diverse coalition of stakeholders can work together to successfully promote restoration forestry and community protection from wildfire".

NEWFC signed a memorandum of agreement (MOU) with the Colville National Forest in 2003. The MOU formalized the working relationship between NEWFC and the Forest, and also specified that NEWFC would provide the Forest Service (FS) "a written statement articulating the level of support" NEWFC has for a project.

NEWFC creatively addressed the issue of defining what "support" means through a protocol document that states upfront their objective to prevent later misunderstandings about the approval or disapproval of a project. The protocol defines four levels of support—high, medium, low and none—ranging from "consensus without reservation" to a failed majority vote.

Importantly, the protocol clearly states the conditions, or "strings" attached to each level of support in terms of individual actions by coalition members. The conditions protect the integrity of the collaborative process, while allowing members with reservations to express their concerns.

In addition to the formal feedback process, NEWFC and the Colville National Forest maintain regular communications by holding joint meetings every other month.

Benefits

- The protocol is transparent to those involved in NEWFC, the Forest Service, and outside observers.
- Members are clear about what their agreement or reservations mean in terms of responsibility to the collaboration.
- The Forest Service gains valuable feedback about the projects they propose.

Links

Northeastern Washington Forestry Coalition:
www.newforestrycoalition.org

Protocol for determining level of NEWFC support for a project

Background/Context: C-9 of our MOU with the Colville National Forest (CNF) states the following:

“Provide the Forest Service with a written statement articulating the level of support the Coalition has for a project prior to signing decision document.”

The objective of the provision of a written statement is prevent later misunderstandings between the CNF and NEWFC regarding actions that may be taken, both publicly and privately in response to the approval or disapproval of a project.

The objective of this draft NEWFC protocol is to provide a clear definition of the implications of various levels of support NEWFC may ultimately determine for a given project.

What this protocol does NOT attempt to do is address how the coalition will conduct internal processes leading to a final determination regarding support for a project. It is assumed that the NEWFC will make every effort to achieve full consensus, and that a project may be voted on, tabled, and revisited any number of times before the attempt to reach consensus is superceded by a popular vote.

Board Vote	Support Level	Member commitment
<p>Consensus w/o Reservation</p> <p>(All members vote for approval without recorded reservations)</p>	High	No members (or organizations represented by members) will appeal/litigate or support outside challenges. All members will express support for the project* and work to resolve any issues raised later by non-coalition entities if the opportunity arises.
<p>Consensus w/ Reservation</p> <p>(All members vote for approval but some have their reservations recorded in meeting minutes)</p>	Medium	No members (or organizations represented by members) will appeal/litigate or support outside challenges. Members who had reservations recorded may express those reservations* if the opportunity arises; however, all members agree that any statements expressing reservations about the decision will <u>not</u> be directed at the collaborative process itself.

<p>No Consensus, but majority-vote approval</p> <p>(Some members have such strong reservations that they vote against approval; reasons are recorded in minutes)</p>	<p>Low</p>	<p>Members (or organizations represented by members) reserve right to appeal/litigate or support outside challenges. Members who voted against approval reserve the right to express their reasons for voting against approval* and may actively pursue opportunities to do so; however, all members agree that any statements expressing reservations about the decision will <u>not</u> be directed at the collaborative process itself.</p>
<p>Majority vote disapproval</p>	<p>None</p>	<p>Coalition will inform CNF that the coalition does not support the project and recommend the CNF drop the proposal. All members reserve the right to express their reasons for voting recommendation to drop the proposal* and may actively pursue opportunities to do so; however, all members agree that any statements expressing reservations about the decision will <u>not</u> be directed at the collaborative process itself.</p>

* in media or elsewhere

Source: <http://www.newcommunityforestry.org/>

MEMORANDUM OF UNDERSTANDING
between

USDA FOREST SERVICE, COLVILLE NATIONAL FOREST
and the
NORTHEAST WASHINGTON FORESTRY COALITION

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the USDA Forest Service, Colville National Forest, hereinafter referred to as the Forest Service, and the Northeast Washington Forestry Coalition, hereinafter referred to as the Coalition.

A. **PURPOSE:** The purpose of this MOU is to provide a framework of cooperation and to facilitate community-based collaborative processes for forest health restoration activities on the Colville National Forest between the Forest Service, the Coalition, and the public. Further purposes of this MOU are to foster trust, clarify roles, assist in finding common ground in the management of natural resources on the Colville National Forest, and to collaborate while successfully achieving shared community, economic, and forest health objectives in a timely manner. This cooperation serves the mutual interest of the parties and the public.

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service

The Colville National Forest has, in many areas, a forest structure that negatively affects the Forest's ecosystems and creates conditions conducive to the spread of severe forest fires. Such forest wildfires are extremely difficult to suppress and place an extraordinary risk of injury to persons seeking to control them. These wildfires also jeopardize the environmental, economic, and social values for which the National Forest system is managed. The Forest Service recognizes a need to minimize risk to homes, livelihoods, watersheds, habitat, ecosystems, and forest health.

Wildfires within the Wildland Urban Interface (WUI) pose risks for damage to property and life. Certain forest types within the forest landscape as a whole are also at risk. The Forest Service recognizes the broad public interest in, and the benefit from, forest restoration and hazardous fuels reduction activities. Such activities include development, testing, demonstration, and implementation of restoration forestry. The Forest Service also recognizes the need to bring diverse resources to bear in these efforts while utilizing consensus-built approaches.

The Coalition

The Coalition is a non-profit corporation organized under the laws of Washington with an elected Board of Directors selected from diverse entities in the community, such as, but not limited to, timber industry representatives, environmental communities, recreational interests, educators, the general public, non-federal government entities, and other community leaders. The Coalition is dedicated to enhancing the forest ecosystems within Northeast Washington, including the Colville National Forest. As such, the Coalition recognizes the broad public interest in and the benefit from forest restoration and hazardous fuels reduction activities, including development, testing, and demonstration of restoration forestry and consensus-building approaches.

The Coalition works with a diverse Board of Directors and committees, consisting of public and private organizations with an interest in restoration of forest ecosystem health, hazardous fuels reduction, and creation of economic opportunities. Through this Board, and by working with the Forest Service, the Coalition has available the expertise, advice, and resources of multiple partners, including recognized expertise in research, forestry, hazardous fuels reduction, economics, and forest products manufacturing.

All meetings of the Coalition and the Forest Service are open to the public.

Mutual Benefit

The Forest Service and the Coalition recognize the continuing need to develop and demonstrate potential restoration forestry projects that can improve the ecological health and reduce hazardous fuels on the Colville National Forest that are economically viable, socially acceptable, and environmentally sound. Through these projects, the Forest Service and the Coalition can collaborate on forest management among a wide range of interested parties at the local, regional, and national levels. These projects and the results of the collaborative process may later be applied to similar situations in other National Forests and communities.

C. FOREST SERVICE SHALL:

1. In cooperation with the Coalition, examine the current ecological conditions on the jointly selected forest-wide landscapes, including community wildfire protection plan areas, and work with the Coalition to facilitate broad community discussions to involve the public in developing desired future conditions for the selected area within the landscapes.
2. Using the silvicultural prescriptions described in section D2, develop site-specific prescriptions for forest health restoration projects.
3. Comply with the National Environmental Policy Act all other applicable federal laws and the Colville National Forest Land Management Plan. The Forest Service retains sole responsibility for making decisions pursuant to NEPA.

4. Work with the Coalition, using adaptive management, to implement forest restoration and community wildfire reduction projects and silvicultural prescriptions to test, develop, and demonstrate different treatments. The Forest Service and the Coalition will monitor the implementation and effectiveness of the project actions.
5. Consider all allowable contract authorities and contract requirements, with emphasis on Stewardship Contracts which can supply materials for current and future forest products infrastructure (ie. mills and harvest equipment). Available authorities that allow for retained receipts at the local level will be given the greatest consideration in order to maximize the value to the local community.
6. Conduct public meetings, field trips, and demonstration projects to educate the Coalition and the public.
7. Involve the Coalition while updating the 5 Year Fuels and Timber Plan and the Colville National Forest project priority list each March.
8. Work with the Coalition to develop the Coalitions's 18 month action plan that identifies projects the Coalition will work on to expedite fuels treatments.
9. Engage the Coalition during the NEPA process and will make good faith effort to meet jointly developed commitments and timelines.
10. Meet annually with the Coalition to select projects with which the Coalition will be involved and develop a mutually agreed upon timeline in an effort to improve the NEPA process.
11. Work with the Coalition to develop a glossary of terms to create a "common language" that will promote shared understanding. (Terms to be defined include, but are not limited to, "WUI," "restoration," "adaptive management," "desired future condition.")

D. COALITION SHALL:

1. In cooperation with the Forest Service, examine the current ecological conditions on the selected landscapes, including community wildfire protection plan areas, and work with the Forest Service to facilitate broad community discussions to involve the public in developing desired future conditions for the selected area.
2. Work with the Forest Service to develop prescriptions for forest health restoration of the selected landscape, drawing on public input, and help to develop a proposed action.
3. Work with the Forest Service to develop a broad range of standard prescriptions for forest health restoration projects.
4. Work with the Forest Service to facilitate public involvement and understanding throughout the project development process. Provide assistance, where possible, to the Forest Service.
5. Provide public education and information for coalition-endorsed projects.
6. Assure the Coalition and its agents, contractors and subcontractors comply with all the terms and conditions of this MOU.
7. Work with the Forest Service to identify projects of interest.
8. Solicit broader community-based representation in order to foster discussions of economic, environmental and social implications.
9. Alert the Forest Service thru the development of the Coalition's 18 month action plan of projects they want to collaborate on to limit community controversy.
10. Provide the Forest Service with written statement on Coalition letterhead articulating the level of support the Coalition has for a project(s) prior to the Forest Service signing the decision document.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The Forest Service and the Coalition will coordinate press releases concerning this MOU.
2. The Forest Service and the Coalition will conduct and document a formal review every March of the activities implemented under this agreement. Modifications to this agreement will be made as appropriate and mutually agreed.
3. The Forest Service has obligations to involve the public at large.
4. Any information furnished to the Forest Service under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
5. This MOU in no way restricts the Forest Service or the Coalition from participating in similar activities with other public or private agencies, organizations, and individuals.
6. This MOU takes effect upon the signatures of the Forest Service and Coalition, and shall remain in effect for 5 years from the date of execution. The MOU may be amended upon written request to either the Forest Service or Coalition by the other party, and subsequent bilateral execution. Either the Forest Service or Coalition may terminate this MOU with a 60-day written notice to the other party.
7. The Forest Service and the Coalition and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
8. The Forest Service and the Coalition will pursue the resources necessary to meet the objectives of this MOU, including development, implementation, testing, and monitoring forest restoration projects.
9. The Forest Service and the Coalition shall appoint contact persons during the various stages of the projects in order to facilitate efficient communication between the Coalition and the Forest Service.

8. The Principal Contacts for this instrument are:

Forest Service Contacts

Rick Brazell, Supervisor

Colville National Forest
765 South Main St.
Colville, WA 99114

Phone: 509.684.7000
FAX: 509.684.7257
E-Mail: rbrazell@fs.fed.us

Coalition Contacts

Lloyd McGee, President

Northeast Washington Forestry Coalition
565 W 5th
Colville, WA 99114

Phone: 509.684.5071
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E-Mail: lmcgee@vaagenbros.com

9. Nothing in this MOU shall obligate either the Forest Service or Coalition to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and Coalition will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

10. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Rick Brazell Date
Forest Supervisor
Colville National Forest

Lloyd McGee Date
President
Northeast Washington Forestry Coalition