

MEMORANDUM OF UNDERSTANDING
Between The
NATIONAL PARK SERVICE
PACIFIC WEST REGION,
BUREAU OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE
And The
U.S. FOREST SERVICE
PACIFIC SOUTHWEST REGION

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Bureau of Land Management, the National Park Service, and the U.S. Forest Service, ("the PARTIES"), under the provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271-87 (Pub. L. 90-542)("the Act).

I. PURPOSE:

The purpose of this MOU is to establish a framework for the PARTIES to work together to evaluate proposed water resource projects under Section 7(a) of the Wild and Scenic Rivers Act to protect free flowing characteristics, water quality, and outstandingly remarkable river values for those rivers in California that are State-administered and federally designated under Section 2(a)(ii) of the Act.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The PARTIES have a mutual interest in evaluating water resource projects occurring within wild and scenic rivers designated under Sec. 2(a)(ii) of the Act and in coordinating project evaluations consistent with their respective land management responsibilities. There are five (5) Federal Wild and Scenic Rivers designated through Section 2(a)(ii) of the Wild and Scenic Rivers Act (Pub L 90-542) in the State of California. Specifically, these rivers and certain tributaries include the Klamath, Trinity, Smith, Eel and Lower American River. Please see attached Map and List of Rivers.

Each of the PARTIES has the local field knowledge, experience, and expertise on certain river segments and can therefore efficiently evaluate proposed water resource projects.

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

1. **INDIVIDUAL RESPONSIBILITIES.** The PARTIES are responsible individually for conducting Section 7(a) determinations for those specific river segments described on the attached Map and List of Rivers. The Parties may elect to work cooperatively to conduct individual Section 7(a) determinations and related analyses and may enter into separate Agreements to document these cooperative undertakings. The final decision regarding Section 7 determinations needs to be issued by the Agency or Agencies with direct management responsibility for the river segment where the water resources project is proposed.
2. **TRAINING.** The PARTIES will coordinate and cooperate in providing Section 7(a) training for field staff to help ensure consistency across agencies in the evaluation process, in furtherance of Section 12's direction to work cooperatively on WSR management.

3. **COORDINATION.** The PARTIES will confer via telephone within three months after signing this Agreement to coordinate and discuss matters relating to Section 7(a) determinations, and at such other times as are considered necessary.
4. **STAKEHOLDER NOTIFICATION.** The PARTIES will cooperate in ensuring that all agencies with an interest in a proposal, including proponents of a project and the State of California, are appropriately informed of procedures and determinations under Section 7(a).
5. **COORDINATION WITH STATE OF CALIFORNIA.** The PARTIES will encourage the State of California to participate in this Agreement and to assist with administration of these state-administered, federally designated rivers.
6. **COORDINATION WITH ARMY CORPS OF ENGINEERS.** The PARTIES will invite the Army Corps of Engineers to participate in this Agreement and reviewing Section 7 determinations involving projects authorized by the Corps.
7. **MODIFICATION.** Modifications within the scope of this Agreement shall be made by mutual consent of the PARTIES, by issuance of a written modification, signed and dated by all PARTIES, prior to any change being performed.
8. **TERMINATION.** Any of the PARTIES, in writing, may terminate the Agreement in whole, or in part, at any time before the date of expiration.
9. **COMMENCEMENT AND EXPIRATION.** This Agreement is executed as of the date of last signature and is effective until the fifth anniversary (5 years) of that date, at which time it will expire unless extended.
10. **PARTICIPATION IN SIMILAR ACTIVITIES.** This Agreement does not restrict the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
11. **PRINCIPAL CONTACTS.** The principal contacts for this Agreement are:

USDA FS

Christina J. Boston
US Forest Service
1323 Club Drive
Vallejo, CA 94592
(707) 562-8837
cboston@fs.fed.us

USDI BLM

Robert Wick
BLM California State Office
2800 Cottage Way, Suite W-1623
Sacramento, CA 95825
(916) 978-4665
Robert_Wick@blm.gov

USDI NPS

Stephen M. Bowes
Hydropower Assistance Program
National Park Service
333 Bush Street, Suite 500
San Francisco, CA 94104
(415) 623-2321
stephen_bowes@nps.gov

10. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Forest Service, the Park Service, or BLM to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the Parties 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.

The PARTIES hereto have executed this Agreement:

NATIONAL PARK SERVICE
PACIFIC WEST REGION

Christine S. Lehnertz
For Christine S. Lehnertz
Regional Director, Pacific West Region
USDI National Park Service

9/11/12
DATE

BUREAU OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE

Angie Larna
For Jim Kenna
State Director, California
Bureau of Land Management

10/5/12
DATE

USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

Randy Moore
For Randy Moore
Regional Forester, Pacific Southwest Region
USDA Forest Service

9/27/2012
DATE