

FS Agreement No. 14-SU-11132424-130
Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
Between The
FOREST FIRE LOOKOUT ASSOCIATION OF AMERICA**

**The
NATIONAL TRUST FOR HISTORIC PRESERVATION**

HISTORICORPS®

**And The
USDA, FOREST SERVICE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the FOREST FIRE LOOKOUT ASSOCIATION OF AMERICA, NATIONAL TRUST FOR HISTORIC PRESERVATION, and HISTORICORPS®, hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, hereinafter referred to as the “U.S. Forest Service.”

AUTHORITIES:

Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.
Secretary of the Interior Order No. 3286, Amendment No. L
Public Land Corps Act (16 U.S.C. ~ 1721 et seq.).
Take Pride in America Act (16 V.S.C §§ 4601-4608).
National Historic Preservation Act (16 U.S.C. § 470).
Executive Order 13287; Preserve America

THE PARTIES:

A. The Forest Fire Lookout Association (FFLA), founded in 1990, is an organization involved in research of current and former forest fire lookout sites, ground cabins and early forest fire detection methods. It promotes the protection, enjoyment, and understanding of Lookouts. The organization encourages efforts of public groups and others in the restoration of forest fire lookouts.

B. The National Trust for Historic Preservation (NTHP) works to save America’s historic places for the next generation. They take direct, on-the-ground action when historic buildings and sites are threatened, and advocate with governments to save America’s heritage. They help the nation’s 15 million local preservationists take action, creating more vibrant, sustainable communities in the process. The National Trust strives to create a cultural legacy as diverse as the nation itself.



C. HistoriCorps (HC) mobilizes and oversees a diverse cross-section of participants and community volunteers to save and sustain historic places for public benefit through partnerships that foster public involvement, volunteer engagement, and public education and training. HistoriCorps provides fulfilling and useful job training and heritage education opportunities for youth, veterans and unemployed Americans through projects that have furthered the stewardship and preservation of America's historic and cultural treasures throughout the United States.

E. The U.S. Forest Service sustains the health, diversity, and productivity of America's forests and grasslands to meet the needs of present and future generations. The 193 million acres in the National Forest System constitute 8.5 percent of the total land area in the United States. The natural, cultural, and historic resources on these lands have major economic, environmental, and social significance for all Americans. The U.S. Forest Service administers nearly 340,000 cultural sites throughout the nation.

Background: Fire lookouts are symbolic within the U.S. Forest Service. Following the devastating fires of 1910, early fire detection became a priority, and lookout towers began to be built throughout the country. During the 1930s the Civilian Conservation Corps worked on thousands of lookouts across the nation. Although technology has practically made lookouts obsolete as early fire warning systems, their historic significance and a powerful nostalgia makes them the ideal subject for a preservation initiative which focuses on restoration and celebration of these important icons.

Title: PRESERVATION OF FOREST FIRE LOOKOUTS

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to preserve Forest Fire Lookouts in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service, Forest Fire Lookout Association, the National Trust for Historic Preservation, and HistoriCorps enter into this MOU which formalizes their collaboration and cooperative spirit in preserving Forest Fire Lookouts throughout the nation. Most projects will have a volunteer component. Some projects will train Veterans and U.S. Forest Service Job Corps members. All projects will have an educational component. All or part of the restorations will be complete by 2016 to commemorate the 50 year Anniversary of the signing of the National Historic Preservation Act.

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

III. THE COOPERATORS SHALL:



- A. Where appropriate, encourage local chapters and U.S. Forest Service management units to collaborate with the federal agencies and volunteer organizations in the development of mutually beneficial preservation and restoration projects and educational activities.
- B. Upon request, make available to the federal agencies interpretive and educational materials regarding preservation of historic and cultural resources.
- C. Provide leadership, services, and materials at the national, regional, and local levels to promote preservation of historic Fire Lookouts, including on federal lands.
- D. Develop and maintain a network of historic and cultural preservation enthusiasts who are members of or affiliated with the Cooperators.
- E. Work to help identify projects that will further the preservation of historic Fire Lookouts on federal lands and offer Cooperator resources (such as the notice and availability of competitive grants) in support of those projects.
- F. To the maximum extent practicable, work at the local level to identify and secure project resources in accordance with applicable law.
- G. Consider the missions of the federal agencies as they relate to promoting preservation of historic Fire Lookouts on federal lands in connection with projects conducted under this MOU.
- H. Provide a contact in their respective organizations to serve as liaison to HC and the FS for coordinating implementation of this MOU.
- I. HistoriCorps has a distinct role in this agreement because they will
1. Provide trained and skilled leaders for the development, management and execution of preservation projects.
 2. Ensure project quality and public and participant safety.
 3. Provide a unique educational experience.
 4. Identify a contact to serve as liaison between the Cooperators and the Forest Service for collection and dissemination of information regarding issues related to the preservation of historic Fire Lookouts, heritage education, and other projects that fall within the scope of this MOU.
 5. Provide a written report to the federal agencies by the end of each calendar year on the projects conducted under this MOU that year, including at a minimum:
 - a. The number of projects proposed for completion.
 - b. The number of projects completed and the geographic distribution of historic resources improved or managed, identified through the annual project data call from each federal agency.
 - c. The total number of volunteers and youth engaged in projects.



- d. The number and name of entities cooperating in this MOU.
- e. A description of innovative technologies or approaches utilized.
- f. The value of financial and other contributions provided by private resources and other non-federal sources.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide local federal agency contact information to the Cooperators.
- B. Coordinate with the parties to implement the goals of the MOU.
- C. Where appropriate, encourage local federal agency officials to collaborate in the development of preservation, restoration, and educational activities
- D. Where appropriate, make available to the public informational and educational material regarding natural, historic, and cultural conservation and restoration programs and projects covered by this MOU and cooperative relationships with the NGOs.
- E. Identify nationally significant programs and initiatives, and seek to collaborate, where appropriate, on projects and actions to achieve the goals of those programs and initiatives.
- F. Conduct an annual data call to identify and prioritize preservation and restoration projects that can be undertaken under this MOU in the following year.
- G. Work to identify other governmental and private and non-profit cooperators for projects involving the preservation of historic and cultural sites on federal lands.

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

- A. The preservation projects will engage a cross-section of Americans, including veterans and diverse or underserved youth, with service learning organizations and other community volunteers to provide these Americans with invaluable public service, and employment training experience.
- B. The preservation projects will offer opportunities to educate citizens about America's history, provide hands-on learning experiences at historic places, and cultivate an appreciation of the heritage, balanced use, and stewardship of America's historic and cultural treasures.
- C. The preservation projects will employ good management practices at historic structures, sites, and landscapes that promote environmentally sensitive, energy-saving solutions.



D. Where appropriate, the preservation projects will enhance the ability of historic and cultural resources on federal lands to contribute to local and regional economies by promoting geotourism and connections between tourism opportunities at federal and local heritage sites.

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

Principal Cooperator Contacts:

FFLA Program Contact	FFLA Administrative Contact
Keith Argow, Chairman of the Board Forest Fire Lookout Association Address: 374 Maple Avenue E. -Ste.310 City, State, Zip: Vienna, VA 22180 Telephone: 703-225-2700 Email: argow@cs.net	Name: Gary Weber, Business Manager Address: 2590 W. Versailles Drive City, State, Zip: Coeur d'Alene, ID 83815 Telephone: 208-765-1714 Email: weblookout@roadrunner.com
NTHP Program Contact	NTHP Administrative Contact
Barbara Pahl, Regional Vice President NTHP Denver Office 1420 Ogden Street, Suite 203 Denver, CO 80211 303-623-1504 Bpahl@savingplaces.org	Barbara Pahl, Regional Vice President NTHP Denver Office 1420 Ogden Street, Suite 203 Denver, CO 80211 303-623-1504 Bpahl@savingplaces.org
HistoriCorps Program Contact	HistoriCorps Administrative Contact
Townsend H. Anderson, Executive Director 1420 Ogden St., Suite 103 Denver, CO 80218 303-893-4260 x235 FAX: 303-893-4333 tanderson@historicorps.org	Christine Fabian, Business Manager 1420 Ogden St., Suite 103 Denver, CO 80218 303-893-4260 x254 FAX: 303-893-4333 Email: cfabian@historicorps.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Terri Liestman, Regional Heritage Program Leader, Rocky Mtn Region 740 Simms Street City, State, Zip: Golden, CO 80401 Telephone: 303-275-5051 FAX: 303-275-5407 Email: tliestman@fs.fed.us	Name: Address: City, State, Zip: Telephone: FAX: Email:



- B. 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 Cooperators 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 debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators 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 Cooperators , at Cooperators'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.
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Cooperators's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators's products or activities.
- F. 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.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. 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.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. 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.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. Cooperators 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 Cooperators 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.
- O. 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.

- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 2018 at which time it will expire.
- Q. 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.

Keith Argow

 Keith Argow, Chairman of the Board,
 Forest Fire Lookout Association 14 Aug 2014
Date

Barbara Pahl

 Barbara Pahl, Regional Vice President
 National Trust for Historic Preservation 8/11/14
Date

Townsend Anderson

 Townsend Anderson, Executive Director
 HistoriCorps® 8/11/2014
Date

Thomas L. Tidwell

 Thomas L. Tidwell, Chief
 U.S. Forest Service AUG 04 2014
Date



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

2/21/2014

VIGDIS JACOBSEN

Date

U.S. Forest Service Grants Management Specialist

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.