

**MEMORANDUM OF
UNDERSTANDING
(Ridge to Rivers)**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is hereby entered into by and between the city of Boise City (“Boise City”), Ada County (“Ada County”), the Idaho Department of Fish and Game (“Fish and Game”), the Boise District, Four Rivers Field Office of the United States Department of the Interior Bureau of Land Management (“BLM”), and the Boise National Forest of the United States Department of Agriculture Forest Service (“Forest Service”). Collectively, these five (5) public agencies, all having land management responsibilities in the Boise Foothills (“Foothills”) as depicted on Attachment 1 – Ridge to Rivers Operating Area, are referred to hereinafter as “the Agencies.”

This MOU expressly supersedes and replaces MOU #15-MU-11040202-022, effective July 31, 2015, which expires on July 31, 2020.

WHEREAS the Boise Foothills offer unique ecological, geological, scenic, recreational, cultural and historical value to the community; and

WHEREAS maintenance and enhancement of public lands to promote resilient habitats within the Foothills is crucial to maintaining sustainable plant and wildlife populations; and

WHEREAS outdoor recreation activities have and will continue to increase within the Foothills and surrounding area due to population and visitation increases; and

WHEREAS active conservation, restoration and associated management activities are required to preserve the above stated values; and

WHEREAS the signatory agencies are committed to delivering coordinated, streamlined and efficient management of public lands and trails; and

WHEREAS these agencies are committed to balancing the multiple recreational uses within the Boise Foothills while seeking to protect natural resources and the stated unique values; and

NOW THEREFORE LET IT BE KNOWN the intent of this MOU is to provide a framework to describe the terms of the Ridge to Rivers partnership for public land management in the Boise Foothills.

I. PURPOSE. The primary intent of this MOU is to maximize cooperation and coordination amongst the Agencies to efficiently manage land resources in the Foothills open to public use.

This MOU establishes and maintains the framework for the Agencies' partnership, called the "Ridge to Rivers Partnership."

II. **SCOPE.** The Agencies recognize that other intra-governmental management agreements exist and address a wide variety of issues regarding land in the Foothills open to public use. Existing cooperative agreements, including, but not limited to those concerning fire suppression, law enforcement, noxious weed management, and the Boise River Wildlife Management Area are not superseded by this MOU. Planning and zoning issues are not within the scope of this MOU. The activities undertaken by the Agencies subject to this MOU shall be on behalf of the Ridge to Rivers Partnership and nothing herein shall obligate an Agency to act on behalf of another Agency.

III. **AGENCY COORDINATING COMMITTEE.**

- A. To meet growing community expectations for land management in the Foothills, the Agencies formed a Coordinating Committee ("Coordinating Committee"). This MOU re-authorizes that Coordinating Committee.
- B. Each of the Agencies agrees to appoint one (1) person to serve on the Coordinating Committee, as set forth hereinafter.
- C. The Coordinating Committee will synchronize the management efforts of the Agencies in a manner consistent with the purpose and goals of this MOU.
- D. Duties and responsibilities of the Coordinating Committee include:
 - 1. Establishing and maintaining clear lines of communication between the public and the Agencies;
 - 2. Minimizing taxpayers' administrative costs;
 - 3. Optimizing public resources available for Foothills stewardship;
 - 4. Complying with all applicable legal requirements; and
 - 5. Maintaining a commitment to measuring and evaluating management and stewardship performance.
- E. **Lead Coordinating Partner.**
 - 1. The Agencies recognize the need to select one of the Agencies to serve as the Lead Coordinating Partner.
 - 2. The Lead Coordinating Partner shall, in consultation with the Coordinating Committee, facilitate development of priorities and recommendations for:
 - a. Communication, Education, and Public Outreach;

- b. Partnership Development;
 - c. Funding Strategies for Capital Projects;
 - d. Implementation of relevant planning efforts undertaken by each partner agency;
3. Actions of the Lead Coordinating Partner shall be conducted in collaboration with the Coordinating Committee and shall be consistent with the duties and responsibilities described herein.
 4. The Agencies hereby select Boise City to serve as the Lead Coordinating Partner, with the Boise City Foothills & Open Space Superintendent and the Ridge to Rivers Program Manager serving as the primary points-of-contact with the Coordinating Committee, subject to approval of this MOU by the Boise City Mayor and Council.
- F. The Coordinating Committee shall meet at least once per calendar quarter and shall work collaboratively with the Lead Coordinating Partner Agency in order to better foster:
1. Communication, Engagement, and Public Outreach: Recognizing that public input and support is vital to resource management outcomes, the Lead Coordinating Partner Agency will manage communication, engagement, and public outreach regarding projects coordinated within the partnership and associated with Coordinating Committee decisions.
 2. Ecological Integrity: A coordinated strategy focusing on conserving and managing natural resources as well as native and desired habitat components to achieve social and ecological objectives.
 3. Development of Partnerships: The development of public and private partnerships serves to leverage the capacity of the Agencies in achieving resource management goals including public recreation, native vegetation restoration, wildlife habitat protection, and aesthetic values.
 4. Funding Strategies for Capital Projects: The development of facilities, interpretive signs, and other capital assets necessitates collaborative funding efforts in order to maximize capital dollars of each individual agency.
 5. Implementation of Interagency Foothills Management Plan (2015) and Around the Next Turn – A 10-Year Management Plan For The Ridge to Rivers Trail System (2016): These plans are collaborative efforts of public and private interests in resource management in the Foothills. They contain

detailed recommendations for improving coordination of resource management, and set detailed goals related to responsible future recreational trail development.

6. Response to Private Property Owner Concerns: Private landowners in the Boise Foothills are partners in resource management. Concerns expressed by private property owners regarding how lands open for public use are managed are relevant to all of the Agencies. Effective and timely communication of these concerns among Agency representatives is vital to preserving this public-private partnership.

IV. DUTIES AND RESPONSIBILITIES OF THE AGENCIES.

- A. Each of the Agencies hereby agrees to the duties and responsibilities contained in this MOU.
- B. Each of the Agencies shall be responsible for management actions on respective jurisdictional lands, using agency resources (including the expenditure of funds), to achieve the goals and objectives set forth in this MOU.
- C. Each of the Agencies shall carry out required separate activities in a coordinated and mutually beneficial manner.
- D. Specific Duties and Responsibilities of Each of the Agencies.
 1. **ADA COUNTY** shall:
 - a. Appoint its Director of Parks and Waterways to serve as a member of the Coordinating Committee; and
 - b. Contingent upon the availability of funds and approval of its Board of County Commissioners, provide technical assistance and financial support to accomplish tasks identified by the Coordinating Committee.
 2. **BLM** shall:
 - a. Appoint its Four Rivers Field Manager to serve as a member of the Coordinating Committee; and
 - b. Contingent upon the availability of funds and legal authority for their expenditure, provide technical assistance and financial support to accomplish tasks identified by the Coordinating Committee.

3. **BOISE CITY** shall:
 - a. Act as the Lead Coordinating Partner; and
 - b. Hire and maintain Ridge to Rivers staff and associated administration; and
 - c. Appoint the Director of the Parks and Recreation Department to serve as a member of the Coordinating Committee; and
 - b. Contingent upon the availability of funds and approval of its Mayor and Council, provide technical assistance and financial support to accomplish tasks identified by the Coordinating Committee.

4. **FISH AND GAME** shall:
 - a. Appoint its Southwest Regional Wildlife Habitat Manager to serve as a member of the Coordinating Committee; and
 - b. Provide technical assistance to Agencies and private landowners in project planning and environmental assessment of impacts to wildlife and habitat values from proposed recreation or proposed actions.
 - c. Upon approval of the Regional Supervisor, allow volunteers and donated funding for trail maintenance where the benefit is for compatible recreational uses other than hunting, fishing and trapping.
 - d. Determine what environmental or biological indicators will be used to recommend a trail/area closure for the conservation of wintering wildlife in the Foothills; provide this information to the Agencies every (5) years.
 - e. Every (5) years provide the Agencies with a map detailing information pertaining to important or crucial wildlife habitats within the Foothills where activities should be restricted, minimized or mitigated for.
 - f. Assist in the development of joint marketing initiatives to raise awareness about wildlife and wildlife habitat in the Foothills when requested.

5. FOREST SERVICE shall:

- a. Appoint its Mountain Home District Ranger to serve as a member of the Coordinating Committee; and
- b. Contingent upon the availability of funds and necessary approvals, provide technical assistance and financial support to accomplish tasks identified by the Coordinating Committee.

V. AUTHORIZED REPRESENTATIVES.

- A. Each of the respective Agencies hereby identifies a person (or persons) authorized to act on matters related to the purposes of this MOU.
- B. By their signatures in executing this MOU, each of the Agencies, for itself, certifies that the individual listed below as a representative of that agency is authorized to act in matters related to this MOU:

<u>Boise City</u>	<u>Ada County</u>
Doug Holloway, Director Boise City Parks & Recreation Department 1104 S. Royal Boulevard Boise, Idaho 83706 Telephone: (208) 608-7621 Facsimile: (208) 608-7648 E-mail: dholloway@cityofboise.org	Scott Koberg, Director Ada County Parks & Waterways 4049 S. Eckert Road Boise, Idaho 83716 Telephone: (208) 577-4578 E-mail: skoberg@adacounty.id.gov

<u>BLM</u>	<u>Fish and Game</u>
Brent Ralston, Field Manager BLM, Four Rivers Field Office 3948 Development Avenue Boise, Idaho 83705 Telephone: (208) 384-3330 Facsimile: E-mail: bralston@blm.gov	Brad Lowe, Regional Habitat Biologist Idaho Department of Fish and Game 15950 Northgate Boulevard Nampa, ID 83687 Telephone: (208) 465-8465 E-mail: brad.lowe@idfg.idaho.gov

<u>Forest Service</u>	
Program Contact: Stephaney Kerley District Ranger	Administrative Contact: Brenda Williams, G&A Specialist

Mountain Home Ranger District 3080 Industrial Way Mountain Home, Idaho 83647 Telephone: (208) 587-7961 Facsimile: (208) 587-9217 E-mail: stephaney.kerley@usda.gov	SW Idaho & Nevada Acquisition Center 1249 S. Vinnell Way, Ste. 200 Boise, Idaho 83709 Telephone: (208) 373-4322 Facsimile: (208) 373-4294 E-mail: brenda.williams@usda.gov
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VI. RIDGE TO RIVERS NAME AND LOGOS.

- A. On behalf of the Ridge to Rivers Partnership, Boise City, in its role as Lead Coordinating Partner, shall have authority to:
1. Register the names “Ridge to Rivers” and “Ridge to Rivers Partnership” in the state of Idaho;
 2. Register “Ridge to Rivers” logos (“Marks”), representative examples of which are attached hereto as **Exhibit A** (incorporated herein by reference), with the U.S. Copyright Office; and
 3. Register each of the Marks as trademarks with the Idaho Secretary of State.
- B. Boise City shall grant, and hereby does grant, royalty-free, non-exclusive licenses to each of the Agencies to use the Marks, provided that such use complies with the following standards:
1. No license to use the Marks shall be assigned or transferred without the prior written consent of all Agencies;
 2. Each of the Agencies shall assist the Lead Coordinating Partner in developing and protecting the goodwill of the Marks;
 3. In the event one of the Agencies discovers an infringement of the Marks, it shall notify the Lead Coordinating Agency immediately;
 4. Use of the Marks shall comply with the highest of quality standards, so as not to dilute the Marks or diminish confidence in the Marks.
- C. License Expiration. Each of the royalty-free, non-exclusive licenses granted hereby shall expire upon the earlier of the expiration, the termination, or the End Date of this MOU. Upon expiration, ownership of the Marks shall solely and exclusively be in the name of Boise City, subject to subsequent licensing agreements authorizing use of the Marks by the Agencies.

- D. No license to use the names “Ridge to Rivers” or “Ridge to Rivers Partnership,” or to use any Ridge to Rivers logo, shall be granted to any other person or entity without the affirmative and unanimous vote of the Agencies.

VII. GENERAL TERMS AND CONDITIONS.

- A. NO THIRD-PARTY BENEFICIARIES. This MOU is not intended to, and expressly does not, create any third-party beneficiaries. The Agencies do not assume liability for any third-party claims for damages arising from, or related to, this MOU.
- B. NOTICES. To be effective, any and all communications from and to any of the Agencies regarding this MOU must be made in writing and delivered in person, sent via U.S. Mail, or transmitted electronically by e-mail or fax to the agency’s Authorized Representative, at the address of that Authorized Representative (specified above). Notices are effective upon delivery, or on the effective date specified in the notice, whichever is later.
- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts any of the Agencies from participating in similar activities or agreements with other agencies, organizations, and individuals, whether public or private.
- D. NO ENDORSEMENT. Any contributions made under this MOU do not, by direct reference or implication, convey Forest Service endorsement of the Agencies’ products or activities, and does not, by direct reference or implication, convey the Agencies’ endorsement of Forest Service products or activities.
- E. NON-BINDING AGREEMENT.
1. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity.
 2. Each of the several Agencies shall retain its respective legislative mandate and legal authority.
 3. All improvements developed in whole or in part from contributed funds shall be and will remain property of the Agency upon which such authorized improvements are made.
 4. The Agencies shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this MOU.

5. Nothing in this MOU authorizes any of the Agencies to appropriate, obligate, or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the Agencies will require the negotiation and execution of additional, separate agreements, and will be contingent upon the availability of appropriated funds. These activities must be independently authorized by statute or other legal authority. This MOU does not create any additional legal authority to act. Negotiation, execution, and administration of all subsequent agreements must comply with all applicable law. Each of the Agencies operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory and regulatory authority.
- F. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States Member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- G. FREEDOM OF INFORMATION ACT (FOIA); PUBLIC RECORDS ACT. Public access to this MOU or records related to this MOU shall not be limited, except when required to be kept confidential and expressly exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) and the Idaho Public Records Act (Idaho Code Title 74, Chapter 1).
- H. DEBARMENT AND SUSPENSION. Each of the Agencies shall immediately inform the Forest Service and Bureau of Land Management if it, or any of its principals, is 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 any of the Agencies, or any of their principals, receive a transmittal letter or other official Federal notice of debarment or suspension, the affected agency shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- I. MODIFICATIONS. Modifications to this MOU shall be effective only if made by mutual consent of all of the Agencies, in writing, signed, and dated by authorized representatives of all of the Agencies.
- J. TERMINATION. Any of the Agencies may terminate this MOU, in whole or in part, at any time by notifying all other Agencies' Authorized Contacts, at the addresses provided above.

K. EFFECTIVE DATE; END DATE.

1. The effective date of this MOU shall be, and is, the date of the last dated signature on this MOU (“**Effective Date**”).
2. Unless terminated earlier (pursuant to Section VIII. J., above), this MOU shall be effective until five (5) years from the Effective Date (“**End Date**”), at which time it will expire by its own terms, without further action of any party.


VIII. AUTHORITIES.

- A. **Ada County** is authorized, by Idaho Code § 67-2332, to enter into agreement with one or more public agencies to perform any governmental service, activity, or undertaking, which each public agency entering into the agreement is authorized to perform.
- B. **BLM** is authorized under BLM Manual Section 1786, Memorandums of Understanding, Section 1786.3, Section 307(b) of the Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. 1737 (b).
- C. **Boise City** is authorized, by Idaho Code §§ 67-2328 and 67-2332, to enter into agreement with one or more public agencies to perform any governmental service, activity, or undertaking, which each public agency entering into the agreement is authorized to perform.
- D. **Fish and Game** is authorized by Idaho Code §36-104(b)(8) to enter into cooperative agreements with local, state, and federal agencies to promote wildlife conservation.
- E. **Forest Service** is authorized under the provision of the Multiple-Use Sustained-Yield Act of 1960.

IN WITNESS WHEREOF, an authorized representative of each of the parties hereto executed this MOU, as of the dates written concurrently with each signature.

[SIGNATURES FOLLOW ON NEXT PAGE]

BLM:




Brent Ralston, Field Manager
Four Rivers Field Office
Bureau of Land Management

6/2/2020

Date

Ada County:




Kendra Kenyon Chair
Ada County Board of Commissioners

9-1-20

Date

Boise City:

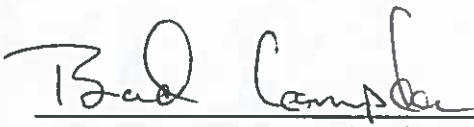


Lauren McLean, Mayor
Boise City, Idaho

9.11.20

Date

Fish and Game:




Bradley Compton, Regional Supervisor
Southwest Region
Idaho Department of Fish and Game

6-5-20

Date

Forest Service:



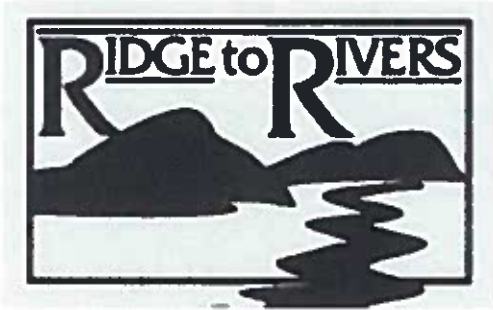
Tawnya Brummett, Forest Supervisor
U.S. Forest Service, Boise National Forest

7 | 22 | 20

Date

EXHIBIT A

**Representative Examples
of Ridge to Rivers Logos**



Attachment 1 - Ridge to Rivers Operating Area

