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 public land management responsibilities in the Boise Foothills ("Foothills"), are referred to hereinafter as "the Agencies."

This MOU expressly supersedes and replaces MOU #10-MU-11040202-003, dated January 12, 2010, which expired December 31, 2014.

I. PURPOSE. The primary intent of this MOU is to maximize cooperation and coordination amongst the several Agencies to efficiently manage public land resources in the Foothills. This MOU establishes and maintains the framework for the Agencies’ partnership, called the "Ridge to Rivers Partnership," or simply "Ridge to Rivers."

II. SCOPE. The Agencies recognize that other intra-governmental management agreements exist and address a wide variety of issues regarding public land in the Foothills. 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fire suppression, law enforcement, noxious weed management, and the Boise River Wildlife Management Area, are not superseded by this MOU.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.

III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS. The Agencies enter into this MOU to formalize their pursuit of a collective approach, through the Ridge to Rivers Partnership, to managing public lands in this area. The Agencies recognize:

A. The Foothills represent a unique natural and recreational resource of the community;

B. The Agencies have a long history of cooperative resource management in the Foothills;

C. As the amount of land in public ownership increases, community expectations for cooperative management also increase;

D. Coordinated public land management provides multiple benefits to both the public and to land management agencies;
E. Each of the Agencies has its own unique mission, legal authorities, and finite resources;

F. The Agencies are committed to delivering streamlined and efficient management; and

G. Collaborative, cooperative, and efficient public land management is the intent of this MOU.

IV. AGENCY COordinating COMMITTEE.

A. To meet growing community expectations for public land management, the Agencies formed a Coordinating Committee ("Coordinating Committee"). This MOU re-authorizes and re-constitutes 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 several Agencies in a manner consistent with the purpose and goals of this MOU.

D. Duties and responsibilities of the Coordinating Committee include:

1. Coordinating the actions of the several Agencies in the Foothills by selecting and appointing a Lead Coordinating Partner to take a lead role in Foothills stewardship;

2. Establishing and maintaining clear lines of communication between the public and the Agencies;

3. Facilitating the participation of citizens, private landowners, and Foothills users in providing recommendations to the Lead Coordinating Partner on decisions involving public land management decisions in the Foothills;

4. Minimizing taxpayers' administrative costs;

5. Optimizing public resources available for Foothills stewardship;

6. Complying with all applicable legal requirements; and

E. Lead Coordinating Partner.

1. The Agencies recognize the need to select one of the Agencies to serve as Lead Coordinating Partner.

2. The Lead Coordinating Partner shall develop priorities and recommendations for:
   a. Communication, Education, and Public Outreach;
   b. Partnership Development;
   c. Funding Strategies for Capital Projects;
   d. Implementation of the Public Lands Open Space Management Plan for the Foothills; and
   e. Responding to Private Property Owner Concerns over Public Land Management in the Foothills.

3. Actions of the Lead Coordinating Partner shall be approved by the Agency Coordinating Committee, and shall be consistent with the duties and responsibilities described herein.

4. The Agencies hereby select Boise City to serve as Lead Coordinating Partner, with the Boise City Foothills & Open Space Manager serving as the primary point-of-contact with the Coordinating Committee, subject to approval by the Boise City Mayor and Council.

F. The Coordinating Committee shall meet once per calendar quarter and shall direct the activities of the Lead Coordinating Partner Agency in order to better foster:

1. Communication, Education and Public Outreach: Recognizing that public input and support is vital to resource management outcomes, a coordinated public involvement strategy must be developed for all facets of resource management in the Foothills.

2. Development of Partnerships: The development of public and private partnerships serves to leverage the capacity of the Agencies in achieving resource management goals.

3. Funding Strategies for Capital Projects: The development of trailhead facilities, interpretive signs, and other capital assets necessitates collaborative funding efforts in order to maximize capital dollars of each individual agency.

5. Response to Private Property Owner Concerns: Private landowners in the Boise Foothills are partners in resource management. Concerns over how public lands are managed are relevant to all of the Agencies. Effective and timely communication is vital.

V. DUTIES AND RESPONSIBILITIES OF THE AGENCIES.

A. Each of the Agencies, for itself, hereby agrees to the duties and responsibilities contained in this MOU.

B. Each of the Agencies shall be responsible for its own activities, using its own resources (including the expenditure of its own funds), to achieve the goals and objectives set forth in this MOU.

C. Each of the Agencies shall carry out its 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. Appoint its 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 Region Wildlife Habitat Manager 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.

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.

VI. **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:
<table>
<thead>
<tr>
<th>Boise City</th>
<th>Ada County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Doug Holloway</strong>, Director</td>
<td><strong>Scott Koberg</strong>, Director</td>
</tr>
<tr>
<td>Boise City Parks &amp; Recreation Department</td>
<td>Ada County Parks &amp; Waterways</td>
</tr>
<tr>
<td>1104 S. Royal Boulevard</td>
<td>4049 S. Eckert Road</td>
</tr>
<tr>
<td>Boise, Idaho 83706</td>
<td>Boise, Idaho 83716</td>
</tr>
<tr>
<td>Telephone: (208) 608-7621</td>
<td>Telephone: (208) 577-4578</td>
</tr>
<tr>
<td>Facsimile: (208) 608-7648</td>
<td>Facsimile: (208) 577-4579</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:dholloway@cityofboise.org">dholloway@cityofboise.org</a></td>
<td>E-mail: <a href="mailto:skoberg@adaweb.net">skoberg@adaweb.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BLM</th>
<th>Fish and Game</th>
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</thead>
<tbody>
<tr>
<td><strong>Tate Fischer</strong>, Manager</td>
<td><strong>Krista Mueller</strong>, Reg. Wildlife Habitat Biologist</td>
</tr>
<tr>
<td>BLM, Four Rivers Field Office</td>
<td>Idaho Department of Fish and Game</td>
</tr>
<tr>
<td>3948 Development Avenue</td>
<td>13000 E. SH21</td>
</tr>
<tr>
<td>Boise, Idaho 83705</td>
<td>Boise, Idaho 83716</td>
</tr>
<tr>
<td>Telephone: (208) 384-3330</td>
<td>Telephone: (208) 334-2115</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>Facsimile:</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:tfischer@blm.gov">tfischer@blm.gov</a></td>
<td>E-mail: <a href="mailto:krista.muller@idfg.idaho.gov">krista.muller@idfg.idaho.gov</a></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Forest Service</th>
<th>Administrative Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stephaney Church</strong>, District Ranger</td>
<td><strong>Brenda Williams</strong>, G&amp;A Specialist</td>
</tr>
<tr>
<td>Mountain Home Ranger District</td>
<td>SW Idaho &amp; Nevada Acquisition Center</td>
</tr>
<tr>
<td>3080 Industrial Way</td>
<td>1249 S. Vinnell Way, Ste. 200</td>
</tr>
<tr>
<td>Mountain Home, Idaho 83647</td>
<td>Boise, Idaho 83709</td>
</tr>
<tr>
<td>Telephone: (208) 587-7961</td>
<td>Telephone: (208) 373-4322</td>
</tr>
<tr>
<td>Facsimile: (208) 587-9217</td>
<td>Facsimile: (208) 373-4294</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:schurch@fs.fed.us">schurch@fs.fed.us</a></td>
<td>E-mail: <a href="mailto:brendawilliams@fs.fed.us">brendawilliams@fs.fed.us</a></td>
</tr>
</tbody>
</table>

**VII. 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 to not 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 vote of a majority of the Agencies.

VIII. 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. The Agencies shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this MOU.

4. Nothing in this MOU authorizes any of the Agencies to 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. This MOU does not provide that authority. 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 (I.C. §§ 9-337-350).
H. DEBARMENT AND SUSPENSION. Each of the Agencies shall immediately inform the Forest Service 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 VII. 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.

IX. 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.


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]
EXHIBIT A

Representative Examples
of Ridge to Rivers Logos

RIDGE to RIVERS

RIDGE to RIVERS
Trail System

RIDGE to RIVERS
Support Your Local Trail System
BLM:

Jenifer Arnold, District Manager (acting)  
Bureau of Land Management, Boise District  

5/29/15

Ada County:

Jim Tibbs, Chairman  
Ada County Board of Commissioners

July 28, 2015

Boise City:

David H. Bieter, Mayor  
Boise City, Idaho

7/31/15

Fish and Game:

Scott Reinecker, Regional Supervisor  
Southwest Region  
Idaho Department of Fish and Game

6/30/2015

Forest Service:

Cecilia Seesultz, Forest Supervisor  
U.S. Forest Service, Boise National Forest

June 15, 2015
BLM:

Jenifer Arnold, District Manager (acting)
Bureau of Land Management, Boise District

Date

Ada County:

Jim Tibbs, Chairman
Ada County Board of Commissioners

Date

Boise City:

David H. Bister, Mayor
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<table>
<thead>
<tr>
<th>Entity</th>
<th>Signature</th>
<th>Name</th>
<th>Position/Role</th>
<th>Date</th>
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<tr>
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<td></td>
<td>Jennifer Arnold</td>
<td>District Manager (acting) Bureau of Land Management, Boise District</td>
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<td>Scott Reinecker</td>
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Southwest Region
Idaho Department of Fish and Game

6/30/2015

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U.S. Forest Service, Boise National Forest

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