

**MEMORANDUM OF UNDERSTANDING**  
**RELATING TO THE SAGEHEN EXPERIMENTAL FOREST**  
**by and among**  
**TAHOE NATIONAL FOREST**  
**FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE**  
**and**  
**PACIFIC SOUTHWEST RESEARCH STATION**  
**FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE**  
**and**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made this 2nd day of January 2008 (Effective Date) by and among the Tahoe National Forest, U.S. Department of Agriculture (hereinafter referred to as "Tahoe Forest" or "Forest Service"), the Pacific Southwest Research Station, Forest Service, U.S. Department of Agriculture (hereinafter referred to as "PSW") and The Regents of the University of California, a California corporation acting on behalf of its Office of the Vice Chancellor for Research, University of California, Berkeley (hereinafter referred to as "University"). Each party hereto is sometimes hereinafter referred to singly as the "Party" or collectively as the "Parties."

**PURPOSE OF MOU**

The Parties intend for this MOU to foster communication, the exchange of information, and the sharing of resources among themselves, and to provide a framework within which the Parties can collaboratively manage the Sagehen Experimental Forest as provided herein below. Nothing in this MOU shall modify or supersede existing statutory or regulatory direction or policies of any Party.

**SAGEHEN EXPERIMENTAL FOREST ("EXPERIMENTAL FOREST")**

The Sagehen Experimental Forest was established in November, 2005, to foster and conduct applied and basic research on the function and operation of the natural and managed ecosystems of the Sierra Nevada. The objectives include: (1) providing lands for conducting research that will serve as a scientific basis for the management of forest lands and the resources they contain; (2) providing a location for education facilities for the general public and Forest Service staffs, and (3) serving as site providing local, regional, and global long-term environmental monitoring data.

## PERIOD OF AGREEMENT

This MOU shall commence on the Effective Date and shall remain in effect until amended or terminated in writing by one or more of the Parties. This MOU may be terminated by any Party upon twelve (12) months prior written notice of such termination to the other Parties.

## PARTIES

The Tahoe National Forest represents the national forest system branch of the Forest Service and is one of 18 national forests in California. The Tahoe National Forest is responsible for managing, protecting and enhancing forest resources. The Forest also serves the American public by providing services such as recreation that connect the American public with its national forest resources.

The Pacific Southwest Research Station (PSW) represents the research and development branch of the USDA Forest Service in the states of California and Hawaii and the U.S. affiliated Pacific Islands. Our primary work occurs in California (the most populous state with the fifth largest economy in the world) and Hawaii (a strategic location in the Pacific Rim economies and tourism). We develop and deliver science-based information, technologies, understanding, and applications to help people make well-informed decisions about natural resource management, conservation, and environmental protection.

University is a California public educational institution that has operated the Sagehen Creek Field Station (“Sagehen Station”) within the Experimental Forest under a Special Use Permit for teaching, research, and public outreach purposes since 1951. Sagehen Station is managed on a day-to-day basis by University’s Berkeley campus, and is also a unit of University’s Natural Reserve System (“NRS”). The mission of the NRS is to contribute to the understanding and wise management of California’s natural ecosystems by supporting University-level teaching and research, and public service at protected areas throughout California.

GUIDING PRINCIPLES: The Parties desire to:

- a) Protect and build upon a 50-year legacy of data, research infrastructure, and natural resources.
- b) Make the Experimental Forest an ongoing laboratory of collaborative learning between science and management.
- c) Protect short-term and long-term on-going research.
- d) Make research results and educational opportunities within the Experimental Forest and the Field Station available to a broad group of users.
- e) Keep their operating principles succinct and simple.
- f) Revisit MOU one (1) year from the Effective Date, then thereafter, review it every five years.
- g) Collaboratively guide the management of the Experimental Forest, and involve future partner(s) who can provide both intellectual and/or appropriate financial support.
- h) Keep management processes, including NEPA and CEQA, simple to the extent practicable.

- i) Disseminate research results timely and broadly, sometimes before such results are published formally.

## COLLABORATIVE EFFORTS, ROLES, AND RESPONSIBILITIES

In light of their respective programmatic and/or fiscal limitations, and except as otherwise provided in this MOU, it is a condition hereof that nothing herein shall be construed as obligating any Party to expend funds in excess of appropriations authorized by law or internal policy. Any agreement to expend funds or incur debt will be in a separate writing signed by the Party who will assume said obligation.

a) The Parties jointly agree to:

1. Develop an informal organizational structure that encourages collaboration.
2. Prepare a revised management plan.
3. Meet semi-annually to address the business of this MOU including each Fall to:
  - i. Update research findings through an exchange between scientists and managers, trying to capture anecdotal managerial experience into scientific framework.
  - ii. Develop an annual operating plan for the coming field year.
4. Develop and endorse a Research Plan for the Experimental Forest.
5. Endorse University's Management and Facility Plans when they are completed and approved.
6. Share data (where appropriate and reasonable), meta-data, and research and management information (e.g., inventories, surveys, and research, natural diversity data base, and Geographical Information System Programs).
7. Delegate day-to-day management of their respective program responsibilities to the Faculty Director and District Ranger, or their designees.
8. Make reasonable efforts to assist, share, or combine their resources with respect to specific projects to the extent practicable for more effective and efficient implementation of such projects.
9. Inform the other Parties of unusual events, conditions, or activities within the Experimental Forest that may affect any aspect of research, management, maintenance, protection, or administration of the Experimental Forest or the Sagehen Station. A Party may inform the other Parties by e-mail, facsimile, or other written transmission.

b) Subject to the condition set forth above, Tahoe Forest agrees to:

1. Broadly support the use of the Experimental Forest for research, scientific, and educational purposes consistent with MOU goals and objectives.
2. Provide administrative, maintenance, protection, and management services as needed to the protection and management of the Experimental Forest and for the accomplishment of research objectives outlined in the Research Plan.
3. Implement National Forest Management Activities, such as maintaining roads and campgrounds.
4. Take the lead on NEPA needed for specific projects.

5. Oversee Special Use Permits and other instruments used to guide activities on the Experimental Forest.
6. Identify opportunities for and participate in developing research agenda.
7. Implement experimental land management treatments.
8. Share staff, research and management information, and provide financial assistance to University and PSW to the extent practicable to support research and management projects within the Experimental Forest.

c) Subject to the condition set forth above, PSW agrees to:

1. Provide leadership and direction on the research program for the Experimental Forest in collaboration with University and Tahoe Forest.
2. Conduct research within the Experimental Forest.
3. Assist Tahoe Forest with NEPA related to research or other PSW projects.
4. Take the lead on developing research plan (“Research Plan”), in collaboration with University and Tahoe Forest.

d) Subject to the condition set forth above, University agrees to:

1. Participate in PSW’s development of research agenda.
2. Prepare Management Plan for Sagehen Field Station.
3. Prepare Facilities Management Plan that encourages the development of facilities that are compatible with the environment, and which support research, teaching, and outreach activities within the Experimental Forest.
4. Conduct research, teaching, and other appropriate activities within the Sagehen Station and the rest of the Experimental Forest.
5. Manage Sagehen Field Station facilities.
6. Manage on-line central application for the Experimental Forest.
7. Create and maintain central storage of meta-data.
8. Provide logistical support for Sagehen Station researchers and educational users.

## GENERAL PROVISIONS

- a) Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively deemed given or delivered and received when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the other Party at the following respective address, or at such other address(es) or to such other person(s) as the Parties may from time to time designate by written notice to the other:

To Forest Service: Forest Supervisor  
Tahoe National Forest

631 Coyote Street  
Nevada City, CA 95959

with a copy to:

District Ranger  
Truckee Ranger District - Tahoe National Forest  
9646 Donner Pass Rd.  
Truckee, CA 96161

To PSW: Station Director  
Pacific Southwest Research Station  
P.O. Box 245  
Berkeley, CA 94701

To University: Vice Chancellor for Research  
University of California at Berkeley  
119 California Hall #1500  
Berkeley, CA 94720-1500

with a copy to:

Station Manager  
Sagehen Creek Field Station  
11616 Sagehen Rd  
P.O. Box 939  
Truckee, CA 96160

- b) Nothing in this MOU supersedes or alters the 1951 Special Use Permit issued by the United States, Forest Service to University.
- c) This MOU may be executed in counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute one instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding as of the date first written above.

TAHOE NATIONAL FOREST  
Forest Service, United States Department Of Agriculture

By \_\_\_\_\_

Its: FOREST SUPERVISOR

PACIFIC SOUTHWEST RESEARCH STATION  
Forest Service, United States Department Of Agriculture

By \_\_\_\_\_

Its: STATION DIRECTOR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By \_\_\_\_\_

Its: \_\_\_\_\_