

FS Agreement No. 19-MU-11132420-043

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Hose2Habitat**  
**And The**  
**USDA, FOREST SERVICE**  
**WASHINGTON OFFICE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Hose2Habitat, hereinafter referred to as "Hose2Habitat," and the United States Department of Agriculture (USDA), Forest Service, Washington Office, hereinafter referred to as the "U.S. Forest Service."

Background: For the US Forest Service to be an efficient and effective agency, coordinated actions are required to decrease our environmental footprint. Agency wide reductions in fuel and energy consumption; increased use of renewable power sources, increased green purchasing; increased recycling, and improved monitoring of contractor compliance are crucial to achieve sustainability-related goals. Additionally, integrated efforts can promote efficient use of water resources and encourage pollution prevention.

Many organizations share an interest in sustainability. Partnering with these organizations allows us to expand our understanding of sustainability both within the agency and beyond. As such, the Forest Service is interested in partnering with Hose2Habitat to expand its understanding of efficient, effective ways to increase the agency's successes around sustainable business practices; Hose2Habitat will gain similar benefits and enable the agency to tap into Hose2Habitat's unique approach to enabling sustainability.

Title: Promoting Sustainable Operations Through Partnership With Hose2Habitat

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to divert waste due to Forest Service operations from landfills. Specifically, there is a great opportunity to divert a variety of waste materials from fire caches. This material includes, but is not limited to, a vast quantity of spent fire hose, cargo nets, helicopter swivels, and clear cut manzanita. This document establishes our intention of cooperation on areas where our mission aligns in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**



The North Zone Fire Cache is one of 14 National Support Caches located throughout the United States, and has a combined inventory valued at over \$170 million. These caches provide logistical support to all requesting state and federal agencies. Support is primarily directed toward wildland fire suppression activities, though local and interagency efforts regarding natural disasters, prescribed burning, and other large projects are also given support. In the course of their operations, the caches generate a significant amount of waste – the US Forest Service sends literally tons of waste from fire camps to landfills every year, much of which is fire hose.

After investigating their waste patterns, the North Zone Fire Cache estimated that an average of 15 tons of waste is generated annually from fire camps in the Northern Zone of the Pacific Southwest Region. As of 2015 90% of that waste or over 13 tons was disposed into landfills annually. In the interest of increasing our agency's sustainability – a goal of not only the Forest Service but also the Department – the North Zone Fire Cache implemented a system to sort reusable salvagable materials for various recycling efforts. They have created avenues such as paper recycling, plastic recycling, metal recycling, and fuel disposal. It was through this process they discovered that Hose2Habitat was the perfect candidate for repurposing their fire hose.

Hose2Habitat is an organization that repurposes used fire hose into enrichment products for animals, pursuing animal welfare through the core value of sustainability. Hose2Habitat is the only organization in the world whose mission is to improve the physical and psychological well-being of captive wild animals by providing and enhancing habitat enrichment for animals in zoos, sanctuaries, and other facilities through the donation of used fire hose and other waste materials – materials that would likely end up in landfills if not repurposed by this organization.

By entering into this collaborative partnership, Hose2Habitat and the U.S. Forest Service can pursue their mutually shared and strong interest in sustainability for these fire caches and agency-wide. By working together, they can innovate and increase the efficiency and effectiveness of their operations.

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

### **III. HOSE2HABITAT SHALL:**

- A. Designate a liaison to work with the U.S. Forest Service on advancing the mutual interests of this partnership and coordinating activities both nationally and in appropriate local locations.
- B. Cooperatively work with the agency to identify which spent fire hose and waste materials, and which Forest Service cache locations are best positioned to participate in this partnership.
- C. Help foster a culture of sustainability within the U.S. Forest Service.



D. Work together on future planning activities under this MOU.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Designate a liaison to work with Hose2Habitat on advancing the mutual interests of this partnership and coordinating activities both nationally and in appropriate local locations.
- B. Communicate the mutual benefits of this partnership and opportunities for relationship expansion to those fire caches who are best positioned to support this partnership.
- C. Work together on future planning activities under this MOU.
- D. Collaborate and provide support for joint communication initiatives supporting this partnership and the mutual interests pursued through it.

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

- A. Hose2Habitat and the U.S. Forest Service will work together to utilize spent fire hose and additional waste materials in a way that benefits both entities within existing programming and funding.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Lisa Daly Address: 11409 Commonwealth Dr.#301 City, State, Zip: North Bethesda, MA 20852 Telephone: 240-288-1281 FAX: Email: lisa@hose2habitat.org	Name: Lisa Daly Address: 11409 Commonwealth Dr.#301 City, State, Zip: North Bethesda, MA 20852 Telephone: 240-288-1281 FAX: Email: lisa@hose2habitat.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>



<p>Name: Sydney Beasley  Address: 201 14<sup>th</sup> St SW, Washington, DC 20250  City, State, Zip: 20005  Telephone: 202-770-8543  FAX:  Email: Sydney.beasley@usda.gov</p>	<p>Name: Joseph Smith  Address: 201 14<sup>th</sup> St SW, Washington, DC 20250  City, State, Zip:  Telephone: 202-503-8424  FAX:  Email: joseph.d.smith@usda.gov</p>
---	---

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Hose2Habitat 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 Hose2Habitat, at Hose2Habitat'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 Hose2Habitat from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of Habitat's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Hose2Habitat'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 Hose2Habitat 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.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Hose2Habitat is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



“By entering into this collaborative partnership, Hose2Habitat and the U.S. Forest Service can pursue their mutually shared and strong interest in sustainability and, by working together, can innovate and increase the efficiency and effectiveness of their operations.”

Hose2Habitat may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Hose2Habitat is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Hose2Habitat shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Hose2Habitat 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."*

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. Hose2Habitat 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 Hose2Habitat 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.

- R. 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.
- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 1, 2023 at which time it will expire.
- T. 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.

*Lisa M. Daly* 02.06.19  
 Lisa Daly Date  
 Hose2Habitat

*J. Emanuel* 2-6-19  
 Jacqueline Emanuel, Director Date  
 U.S. Forest Service, NPO

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

RONALD PRESSLEY 12/07/2018  
 U.S. Forest Service Grants Management Specialist Date



## 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.