



FS Agreement No. 26-MU-11020300-007

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING

Between

GREAT SIOUX NATION TRIBES:

**CHEYENNE RIVER SIOUX TRIBE, CROW CREEK SIOUX TRIBE,
FLANDREAU SANTEE SIOUX TRIBE, LOWER BRULE SIOUX TRIBE,
OGLALA SIOUX TRIBE, ROSEBUD SIOUX TRIBE, SANTEE SIOUX TRIBE
OF NEBRASKA, SISSETON-WAHPETON OYATE, SPIRIT LAKE SIOUX
TRIBE, STANDING ROCK SIOUX TRIBE, AND YANKTON SIOUX TRIBE**

And The

**USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION
BLACK HILLS NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Great Sioux Nation Tribes, that is: Cheyenne River Sioux Tribe, Crow Creek Sioux Tribe, Flandreau Santee Sioux Tribe, Lower Brule Sioux Tribe, Oglala Sioux Tribe, Rosebud Sioux Tribe, Santee Sioux Tribe of Nebraska, Sisseton-Wahpeton Oyate, Spirit Lake Sioux Tribe, Standing Rock Sioux Tribe, and the Yankton Sioux Tribe, hereinafter referred to as "the Great Sioux Nation Tribes," and the United States Department of Agriculture (USDA), Forest Service, Rocky Mountain Region, Black Hills National Forest, hereinafter referred to as the "Forest Service," regarding the co-stewardship of the Black Elk Wilderness. These entities are collectively referred to herein as "the Parties."

Background: In recognition of the Great Sioux Nation Tribes' nation-to-nation relationship with the United States and their expressed deep traditional, cultural and historical connections to the Black Elk Wilderness within the Black Hills National Forest, the Parties establish this framework to enhance consultation, collaboration and co-stewardship of the Black Elk Wilderness. This MOU focuses on the goals of cooperative planning, land and water conservation, protection of cultural resources, recreation management, habitat improvement for wildlife benefit, invasive species intervention, workforce development, and wilderness preservation, within the Black Elk Wilderness. The Great Sioux Nation Tribes desire to be involved in the protection of their expressed sacred lands at Black Elk Wilderness for the next seven generations and beyond.

Historical, Traditional, Cultural and Spiritual Significance of the Area Expressed by the Tribes: The Tribes view the Black Elk Wilderness as a landscape of profound spiritual, traditional, cultural and historical significance to the Lakota, Dakota, and Nakota people, who revere the Black Hills (Pahá Sápa) as the sacred "heart of everything that is." At the center of this wilderness lies the highest peak in the region, traditionally known as Hínhán Káŕa ("Making of Owls") and officially renamed Black Elk Peak in 2016. The Tribes convey that in his recorded visions; Black Elk identified this summit as the "center of the world" and the "highest mountain of them all." For millennia, indigenous peoples have made pilgrimages



to this site to pray, fast, and seek visions. The Tribes express that the area is associated with Lakota cosmology and creation stories, representing a traditional, cultural and spiritual "gathering place" where Lakota people remain fundamentally connected to their ancestors and the spiritual world.

Legacy of Heháka Sápa (Nicholas Black Elk) as Conveyed by the Tribes: The Tribes wish to recite that the wilderness is named in honor of Heháka Sápa (Black Elk), the great Lakota spiritual healer, who was born into the Oglala Lakota tribe of the Great Sioux Nation in December 1863 near the Little Powder River. His life as a spiritualist was foretold in a dream he had as a nine-year-old while he lay in a coma, gravely ill. In this vision, he was taken by spirits into the clouds to meet with spiritual powers which he called grandfathers; these represented the six directions: North, South, East, West, earth, and sky. These grandfathers gave him sacred objects representing each of the directions and the responsibility of maintaining their circle of life, which he called the "sacred hoop." In this dream, he was taken to what is now known as Black Elk Peak, which he described as the Center of the World; and from this vantage, he viewed the entire world: the two-legged, the four-legged, the winged ones, and those that swim. His teachings continue to inspire the Great Sioux Nation to protect their customs and the natural world for the next seven generations and to educate and inspire people worldwide with his vision of the sacredness of life.

Sovereign Rights and Treaty Obligations: The Tribes seek to protect these Wilderness lands through sustainable co-stewardship. Prior to the formation of the United States, the Lakota-Nakota-Dakota Oyate existed as independent sovereign nations. The Tribes maintain sovereign rights and immunities, consistent with federal law and treaty, and assert their position regarding treaty rights under the 1851 Sioux Nation Treaty and the 1868 Great Sioux Nation Treaty.

Trust Relationship and Tribal Co-stewardship: By entering into this MOU, the Forest Service respects the Tribes' views regarding the Black Elk Wilderness as a land of historical, traditional, cultural and spiritual ceremony and significance to the Lakota. Co-Stewardship envisioned under this MOU is intended to enhance the Tribes' expressed vital, inseparable connection between the Great Sioux Nation and this sacred ground.

Title: Co-Stewardship of the Black Elk Wilderness

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to establish a co-stewardship framework that safeguards the Black Elk Wilderness, respects Tribal sovereignty, protects the spiritual and ecological integrity of the Black Elk Wilderness consistent with federal law. In pursuance thereof, the Forest Service commits to utilizing available legal authorities to advance the goals and responsibilities outlined in this MOU.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service manages millions of acres of lands and waters that are the ancestral homelands of the Great Sioux Nation. Both Parties recognize the following:



- A. The federal government holds a unique trust relationship with the Tribes and honors Tribal treaty rights consistent with federal law.
- B. The Parties share a commitment to strengthening nation-to-nation relationships through co-stewardship, respectful of Indigenous Knowledge, and the protection of sacred sites consistent with federal law.
- C. The Parties recognize the mutual benefits of a coordinated approach to wilderness management, resource protection, recreation, and cultural interpretation.
- D. The intent is for the provisions herein to operate without conflict, and complementary to other existing co-stewardship agreements between the Parties, to ensure a consistent nation-to-nation relationship across ancestral homelands of the Great Sioux Nation.

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

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

- A. IMPLEMENTATION AND COORDINATION. To facilitate effective and well-coordinated consultation and participation in this MOU and potential future agreements, the Great Sioux Nation Tribes and the Forest Service may, subject to the availability of funds and consistent with federal law, enter into contracts and agreements to effectuate the purposes of this MOU and may designate personnel to implement this MOU and any subsequent supplemental agreements.
- B. CO-STEWARDSHIP RESPONSIBILITIES.
 - 1. **Tribal Guidance and Knowledge:** The Tribes may provide input on wilderness management, resource protection, recreation, and cultural interpretation. When Tribal Knowledge is shared (at the discretion of Tribal knowledge holders), the Forest Service shall seek to incorporate this knowledge into Forest decision-making relevant to the Black Elk Wilderness as applicable and permitted under federal law.
 - 2. **Consultation:** Tribal Chairpersons/Presidents or designated representatives shall meet **quarterly** with the Forest Supervisor or designated representatives to carry out the purposes of this MOU including discussing management plans within the wilderness boundary.
 - 3. **Preservation of Black Elk:** The Tribes and the Forest Service will seek to enter into agreements or contracts, subject to the availability of appropriations and consistent with federal law, to undertake work to preserve the Wilderness, promote wildlife and wildlife habitat, and steward ecological landscapes for the present and future generations.
 - 4. **Cultural Practice and Access:** The Parties shall ensure tribal members have access for ceremony and prayer, and the gathering of traditional medicines consistent with federal law.
 - 5. **Wilderness Integrity:** All co-stewardship activities shall be consistent with the Wilderness Act and endeavor to respect the Great Sioux Nation's inherent reverence for the spiritual significance of the area.



6. **Site Protection:** The Forest Service shall maintain confidentiality regarding the location of sacred sites within the Black Elk Wilderness, to prevent desecration to the extent allowed under federal law.
7. **Technical Assistance and Agency Commitment:** The Forest Service agrees to provide technical assistance upon request by the Tribes, and as agency capacity permits, or their designated representatives which may include leadership and employees at all levels of the Forest Service, such as offices and staff with specialized expertise in Tribal Relations, wilderness areas, and natural resource management.
8. **Visitor Relations and Interpretation:** The Forest Service supports the Tribes in enhancing visitor relations and ensuring that cultural and historical interpretation concerning the Black Elk Wilderness reflects the perspective of the Great Sioux Nation, in accordance with federal law.
9. **Youth and Tribal Workforce Development:** The Parties encourage the participation of Native youth in wilderness co-stewardship and may explore tribal workforce development opportunities.

C. ADDITIONAL AGREEMENTS REFINING IMPLEMENTATION. The Parties may develop separate instruments, as necessary, to implement this MOU for authorized activities associated with co-stewardship of the Black Elk Wilderness. These subsequent supplemental agreements or contracts will provide specific terms as required under the applicable authority such as operational and financial frameworks for project execution. Legal authorities leveraged to advance the purpose of this MOU may include, but are not limited to:

1. **Good Neighbor Authority (GNA):** To allow for similar and complimentary forest, rangeland, and watershed restoration activities.
2. **Tribal Forest Protection Act (TFPA):** To enable Tribes to propose and perform work on Forest Service lands to protect Indian forest and rangeland and communities.
3. **2025 EXPLORE Act:** To enhance recreation and access to federal Forest Service lands and waters.
4. **2020 Great American Outdoors Act (GAOA):** To deliver benefits to the American public through investments in infrastructure, recreation facilities, public lands access, and land and water conservation.
5. **NATIVE Act:** To support Native American tourism and cultural heritage opportunities.
6. **The Wyden Amendment:** To allow watershed restoration work on and off federal Forest Service lands.

D. SAVINGS CLAUSE. The signing by any of the Great Sioux Nation Tribes to this MOU shall not be construed as a waiver of any rights, claims or defenses that, absent this MOU, they may have under the 1851 Sioux Nation Treaty or 1868 Great Sioux Nation Treaty, or under other applicable law of the United States. The USDA Forest Service does not waive any statutory or regulatory right or authority by signing this MOU. This Agreement does not abrogate or otherwise affect any party's authority or responsibility. This agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity,



by any party against the United States, or their agencies, officers, appointees, or any person.

E. COMMUNICATION PROTOCOLS. In the interest of effective communication, maximizing cooperative working relationships between the parties to this MOU, and optimizing implementation of the shared intent set forth herein, the following communication protocols and designated points of contact are as follows:

1. Direct Nation-to-Nation Engagement between the Great Sioux Nation Tribes, Chairs and Presidents, designated staff, and USDA Forest Service, including the USDA Secretary, Chief of the Forest Service, Regional Forester, Forest Supervisor of the Black Hills National Forest, Rocky Mountain Regional Tribal Relations Program Manager(s), Office of Tribal Relations, staff, among others. Meetings will be scheduled on a quarterly basis to review progress under this MOU discussions of potential agreements. To respect the importance of Tribal self-government, this MOU contemplates that the tribal governments operate consistently with tribal constitutions and tribal law, treaty rights, and applicable statutory law, understanding that Indian tribes may utilize tribal member hiring preferences for tribal government employment based on governmental classifications, including tribal veterans' preferences.

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

Principal Cooperator Contacts:

Cheyenne River Sioux Tribe Government Leadership Contact	Cheyenne River Sioux Tribe Administrative Contact
Chairman Ryman LeBeau P.O. Box 590 Eagle Butte, SD 57625	Administrative Officer P.O. Box 590 Eagle Butte, SD 57625

Crow Creek Sioux Tribe Government Leadership Contact	Crow Creek Sioux Tribe Administrative Contact
Chairman Peter Lengkeek P.O. Box 50 Ft. Thompson, SD 57339-0050	Secretary P.O. Box 50 Ft. Thompson, SD 57339-0050



Flandreau Santee Sioux Tribe Government Leadership Contact	Flandreau Santee Sioux Tribe Administrative Contact
President Anthony Reider 603 W. Broad Ave. P.O. Box 283 Flandreau, SD 57028-0283	Secretary 603 W. Broad Ave. P.O. Box 283 Flandreau, SD 57028-0283

Lower Brule Sioux Tribe Government Leadership Contact	Lower Brule Sioux Tribe Administrative Contact
Chairman Boyd Gourneau P.O. Box 187 Lower Brule, SD 57548-0187	Administrative Assistant 187 Oyate Circle Lower Brule, SD 57548-0187

Oglala Sioux Tribe Government Leadership Contact	Oglala Sioux Tribe Administrative Contact
President Frank Star Comes Out P.O. Box 2070 Pine Ridge, SD 57770-2070	Board Chairman P.O. Box 332 Wanblee, SD 57577

Rosebud Sioux Tribe Government Leadership Contact	Rosebud Sioux Tribe Administrative Contact
President Kathleen Wooden Knife P.O. Box 430 Rosebud, SD 57570-0430 Telephone: (605) 747-2381	Director, Department of Natural Resources and Game, Fish and Parks P.O. Box 300 Rosebud, SD 57570

Santee Sioux Tribe of Nebraska Government Leadership Contact	Santee Sioux Tribe of Nebraska Administrative Contact
Chairman Alonzo Denney 108 Spirit Lake Ave. West Niobrara, NE 68760-7219	Secretary 108 Spirit Lake Ave. West Niobrara, NE 68760-7219



Sisseton-Wahpeton Oyate Government Leadership Contact	Sisseton-Wahpeton Oyate Administrative Contact
Chairman J. Garret Renville P.O. Box 509 Agency Village, SD 57262-0509	Executive Director Chairman's Office 12554 BIA Highway 711 Agency Village, SD 57262

Spirit Lake Tribe Government Leadership Contact	Spirit Lake Tribe Administrative Contact
Chairwoman Lonna J. Street P.O. Box 359 816 3rd Ave. North Fort Totten, North Dakota 58335	Secretary Treasurer P.O. Box 359 Fort Totten, ND 58335

Standing Rock Sioux Tribe Government Leadership Contact	Standing Rock Sioux Tribe Administrative Contact
Chairman Steve Sitting Bear P.O. Box D Ft. Yates, SD 58538-0522	Executive Assistant Office of the Tribal Chair 1 Standing Rock Ave. Fort Yates, ND 58538

Yankton Sioux Tribe Government Leadership Contact	Yankton Sioux Tribe Administrative Contact
Chairwoman Chelaine Knudsen P.O. Box 1153 Wagner, SD 57380	Vice Chairman P.O. Box 1153 Wagner, SD 57380

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Project Manager Contact
Shawn Cochran, Forest Supervisor Black Hills National Forest 1019 N. 5th Street Custer, SD 57730	Krista Horvath, Tribal Relations Specialist Black Hills National Forest 1019 N. 5th Street Custer, SD 57730
Forest Service Administrative Contact	
Lindsey Burkett, Grants Management Specialist 1617 Cole Blvd. Building 17 Lakewood, CO 80401	

G. **NOTICES.** Any communications affecting the operations covered by this agreement given by the Forest Service or the Great Sioux Nation Tribes is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.
 To the Great Sioux Nation Tribes 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.

H. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the Forest Service or the Great Sioux Nation Tribes from participating in similar activities with other public or private agencies, organizations, and individuals.

I. **ENDORSEMENT.** Any of the Great Sioux Nation Tribes contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Great Sioux Nation Tribes products or activities. Any of the Forest Service’s contributions made under this MOU do not by direct reference or implication convey the Great Sioux Nation Tribes endorsement of Forest Service’s products or activities.

J. **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, 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.

- K. USE OF FOREST SERVICE INSIGNIA. In order for the Great Sioux Nation Tribes to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the 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. The Forest Service conversely will not use the Great Sioux Nation Tribes insignia without their prior consent.
- L. USE OF THE GREAT SIOUX NATION TRIBES' INSIGNIA. In order for the Forest Service to use the official seal or logo of the Great Sioux Nation Tribes on any published media, such as a Web page, printed publication, or audiovisual production, written prior approval must be granted from the appropriate office or official representative of the respective Nations.
- M. 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.
- N. 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).
- O. 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.

- P. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. The Great Sioux Nation Tribes 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:

"Black Hills National Forest and the Great Sioux Nation Tribes will consult the USDA Forest Service's Office of Communication for advice regarding public notices."

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

- Q. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Great Sioux Nation Tribes shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- R. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Consistent with the provisions of paragraph E 1. above, the Great Sioux Nation Tribes 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."

- S. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

- T. DEBARMENT AND SUSPENSION. The Great Sioux Nation Tribes shall immediately inform the 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 the Great Sioux Nation Tribes or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- U. 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.

- V. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire.

- W. 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.

RYMAN LEBEAU, Chairman
Cheyenne River Sioux Tribe

Date

PETER LENGKEEK, Chairman
Crow Creek Sioux Tribe

Date



ANTHONY REIDER, President
Flandreau Santee Sioux Tribe

Date

BOYD GOURNEAU, Chairman
Lower Brule Sioux Tribe

Date

FRANK STAR COMES OUT, President
Oglala Sioux Tribe

Date

KATHLEEN WOODEN KNIFE, President
Rosebud Sioux Tribe

Date

ALONZO DENNEY, Chairman
Santee Sioux Tribe of Nebraska

Date

J. GARRET RENVILLE, Chairman
Sisseton-Wahpeton Oyate

Date

LONNA J. STREET, Chairwoman
Spirit Lake Tribe

Date

STEVE SITTING BEAR, Chairman
Standing Rock Sioux Tribe

Date

CHELAINÉ KNUDSEN, Chairwoman
Yankton Sioux Tribe

Date



SHAWN COCHRAN, Forest Supervisor
Forest Service, Black Hills National Forest

Date

TOM SCHULTZ, Chief of the Forest Service

Date

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

LINDSEY BURKETT Digitally signed by LINDSEY BURKETT
Date: 2026.03.16 09:46:07 -06'00'

LINDSEY BURKETT
Forest Service Grants Management Specialist

Date

Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program_intake@usda.gov.

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The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.