



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Memorandum of Understanding #24-002 between the cities of Ketchum, Stanley and Sun Valley, Blaine County and the USDA Forest Service Sawtooth National Forest."

Policy Analysis and Background:

The Central Idaho Dark Sky Reserve (CIDSR) was established to ensure that the extraordinary dark sky in central Idaho would be preserved. It is mutually beneficial for the parties involved in the CIDSR Jurisdictional Oversight Group to cooperate in planning and management efforts to limit light pollution and maintain and enhance the dark sky resource in central Idaho. The CIDSR Jurisdictional Group and the Idaho Dark Sky Alliance will work together to preserve the outstanding natural night sky, reduce light pollution throughout the CIDSR and encourage appreciation of the area’s dark sky resource.

- Designated by International Dark Sky Association in December 2017, the Central Idaho Dark Sky Reserve (CIDSR) is the first such reserve in the United States.
- The Idaho Dark Sky Alliance was formed in 2018 (with Idaho Conservation League as the fiscal sponsor) to represent the interests of the CIDSR.
- The Idaho Dark Sky Alliance organizes and implements operational aspects of projects, programs and events in support of its stated goals.
- The MOU is to document the cooperation between the parties to renew the CIDSR Jurisdictional Oversight Group and provide a framework (1) for managing dark sky related activities and projects within the CIDSR and (2) for working collaboratively with the Idaho Dark Sky Alliance.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	None.
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Attachments:



FS Agreement No. 24-MU-11041400-011

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF STANLEY
And The
CITY OF KETCHUM
And The
CITY OF SUN VALLEY INC
And The
COUNTY OF BLAINE
And The
USDA, FOREST SERVICE
SAWTOOTH NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the parties collectively known as "the Cooperators," including the: City of Stanley, hereinafter referred to as "Stanley"; the City of Ketchum, hereinafter referred to as "Ketchum"; the City of Sun Valley Inc, hereinafter referred to as "Sun Valley"; the County of Blaine, hereinafter referred to as "Blaine County," and the United States Department of Agriculture (USDA), Forest Service, Sawtooth National Forest, hereinafter referred to as the "Forest Service."

Background: The Central Idaho Dark Sky Reserve (CIDSR) is a treasured resource for local residents and for all Idahoans and visitors from across the world that come to experience the wonder of the starry night sky. The Gold-tier Reserve is the result of a collective commitment by communities, public land managers, and private landowners to support the dark sky experience.

Designated by International Dark Sky Association in December 2017, the Central Idaho Dark Sky Reserve is the first such Reserve in the United States. Central Idaho constitutes one of the last large 'pools' of natural nighttime darkness left in the United States. The Central Idaho Dark Sky Reserve encompasses 906,000 acres (1,416 square miles), most of which is public lands within the Sawtooth National Forest. The CIDSR includes portions of Blaine, Boise, Custer, and Elmore counties, and the cities of Stanley, Ketchum, and Sun Valley.

The Jurisdictional Oversight Group of the CIDSR, composed of the Cooperators, works with the Idaho Dark Sky Alliance (a 501(c)(3) nonprofit organization established in 2020) to coordinate day-to-day operations with the CIDSR. The primary purpose of the Alliance is to support the preservation and protection of the night-time environment within the Reserve; monitor the effectiveness of protection efforts; and, educate the



public about the myriad benefits that dark skies provide. The Alliance also supports continued research into the effects of light pollution on human, animal, and environmental health.

This MOU documents the cooperation between the parties to compose the CIDSR Jurisdictional Oversight Group. The work between the CIDSR Jurisdictional Oversight Group and the Idaho Dark Sky Alliance is not covered by the MOU.

This MOU replaces and supercedes agreement 19-MU-11041400-036.

Title: Central Idaho Dark Sky Reserve Jurisdictional Oversight Group

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to compose the Central Idaho Dark Sky Reserve (CIDSR) Jurisdictional Oversight Group and provide a framework to (1) manage dark sky related activities and projects within the CIDSR and (2) work collaboratively with the Idaho Dark Sky Alliance in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Central Idaho Dark Sky Reserve was established to ensure that the extraordinary dark sky in central Idaho would be preserved. It is mutually beneficial for the parties involved in the CIDSR Jurisdictional Oversight Group to cooperate in planning and management efforts to limit light pollution, and maintain and enhance the dark sky resource in central Idaho.

The Forest Service recognizes the importance of preserving the dark sky resource. Most of the Reserve's land area is within the Sawtooth National Recreation Area. Public Law 92-400 directs the Forest Service to manage the Sawtooth NRA to preserve and protect the Area's "natural, scenic, historic, pastoral, and fish and wildlife values and to provide for the enhancement of the recreation values associated therewith". Preserving the natural night sky complements these values and contributes to the solitude and primitive quality of the associated Wilderness areas.

Stanley seeks to preserve and enhance the quality of the dark night sky experience for residents and visitors, the essential dark night sky requirements of the natural nocturnal ecosystem, the quality of life for its residents, and to promote greater understanding of the consequences of artificial light at night pollution and effective methods to combat that pollution. The City is dedicated to collaborating with neighboring cities and counties, landowners, and the U.S. Forest Service to achieve these goals.

Ketchum is currently designated as an International Dark Sky Community by the International Dark-Sky Association and is committed to maintaining this designation.



The City of Ketchum’s education and enforcement efforts contribute towards maintaining the natural dark sky in the CIDSR.

Sun Valley seeks to protect and promote public health, safety and welfare, the quality of life, and the ability to view the night sky through the enforcement of exterior lighting regulations.

Blaine County is committed to preserving the dark night sky. The Reserve is highly valued by the public and the County helps to ensure that the Central Idaho Dark Sky Reserve will be protected long into the future. Blaine County has a Dark Sky Ordinance and works to seek compliance to maintain the night sky resource.

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

III. THE COOPERATORS SHALL:

- A. Advise all parties to this MOU of actions and decisions within their respective jurisdictions that may affect the dark sky resource identified within the Reserve.
- B. Identify a representative to the CIDSR Jurisdictional Oversight Group who is authorized to act in their respective areas for matters related to this MOU and attend necessary meetings/calls with the CIDSR Jurisdictional Oversight Group and Idaho Dark Sky Alliance.

IV. THE FOREST SERVICE SHALL:

- A. Advise all parties to this MOU of actions and decisions within their respective jurisdictions that may affect the dark sky resource identified within the Reserve.
- B. Identify a representative to the CIDSR Jurisdictional Oversight Group who is authorized to act in their respective areas for matters related to this MOU and attend necessary meetings/calls with the CIDSR Jurisdictional Oversight Group and Idaho Dark Sky Alliance.

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

- A. The Central Idaho Dark Sky Reserve (CIDSR) Jurisdictional Oversight Group consists of one representative each from Stanley, Ketchum, Sun Valley, Blaine County, and the Forest Service, with equal representation for each entity.
- B. The CIDSR Jurisdictional Oversight Group is chartered by the Cooperators and the Forest Service with appropriate authority to represent their respective interests to work with the Idaho Dark Sky Alliance in developing and implementing a



- collaborative annual work plan for the Reserve, and in working with external interest groups, collaborators and the media.
- C. The CIDSR Jurisdictional Oversight Group works with the Idaho Dark Sky Alliance to preserve the outstanding natural night sky in central Idaho, reduce light pollution throughout the Reserve, and encourage appreciation of the area's dark sky resource. The Idaho Dark Sky Alliance organizes and implements operational aspects of projects, programs, and events in support of its stated goals. The entities in the CIDSR Jurisdictional Oversight Group manage the land base within their individual jurisdictions where dark sky related operations and efforts occur and may adopt, modify and enforce ordinances, rules and regulations, in support of the CIDSR mission within their jurisdictions. The CIDSR Jurisdictional Oversight Group entities also may implement projects specific to their jurisdictions as identified in the annual work plan for the Reserve.
- D. The CIDSR Jurisdictional Oversight Group will function in a collaborative manner to accomplish its purpose and responsibilities. The group may include additional members or establish specific task groups to meet the identified purpose of the MOU and needs of the group.
- E. The CIDSR Jurisdictional Oversight Group members are accountable to the leadership of the entities they represent and will keep their leadership informed of needs, plans and accomplishments of the CIDSR Jurisdictional Oversight Group and the Idaho Dark Sky Alliance.
- F. The CIDSR Jurisdictional Oversight Group will review and provide comments in a timely manner about dark sky related projects proposed by the Idaho Dark Sky Alliance and other entities to ensure they align with existing laws, regulations and policies of the affected jurisdictional entities.
- G. Requests for funding submitted to the jurisdictional members of the CIDSR Jurisdictional Oversight Group will be considered within the budget cycle and constraints of each party. **Additional specific agreements, permits, or contracts will be prepared as necessary to contribute funds and accomplish agreed upon projects.**
- H. The CIDSR Jurisdictional Oversight Group will meet annually or as necessary to review matters covered under this MOU and the annual plan of work for the Reserve. It is the intent of the parties to engage in continued consultation to reach prompt agreement on matters covered by this MOU. Other meetings or conference calls may be scheduled as needed.
- I. The CIDSR Jurisdictional Oversight Group may invite representatives of the Idaho Dark Sky Alliance to meetings to provide input into deciding management



priorities and projects.

- J. CIDSR Jurisdictional Oversight Group members will attend meetings of the Idaho Dark Sky Alliance as needed to discuss priorities, initiatives, ordinance enforcement, and other management actions.
- K. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Stanley Dark Sky Contact	Ketchum Dark Sky Contact
Steve Botti Mayor City of Stanley P.O. Box 53 Stanley, ID 83728 Telephone: 208-774-2286 Email: sbotti.stanley@gmail.com	Aly Swindley Management & Communications Analyst City of Ketchum P.O. Box 2315 Ketchum, ID 83340 Telephone: 208-727-5081 Email: aswindley@ketchumidaho.org
Sun Valley Dark Sky Contact	Blaine County Dark Sky Contact
Brittany Skelton Community Development Director City of Sun Valley P.O. Box 416 Sun Valley, ID 83353 Telephone: 208-622-4438 Email: bskelton@sunvalleyidaho.gov	Angenie McCleary County Commissioner Blaine County 206 1 st Avenue South, Suite 300 Hailey, ID 83333 Telephone: 208-788-5500 Email: amccleary@co.blaine.id.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Sarin LoMascolo Partnership Coordinator Sawtooth National Recreation Area 5 North Fork Canyon Road Ketchum, ID 83340 Telephone: 208-727-5012 email: sarin.lomascolo@usda.gov	Carissa Beckwith Grants Management Specialist 324 25 th Street, Ogden, UT 84401 Email: carissa.beckwith@usda.gov

- L. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment,



and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperators fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds the Cooperators has expended in violation of sections 433 and 434.

- M. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the Cooperators 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 Cooperators at the Cooperators'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.

- N. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- O. ENDORSEMENT. Any of the Cooperators' contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Cooperators' products or activities.
- P. 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.

- Q. USE OF FOREST SERVICE INSIGNIA. In order for the Cooperators 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.
- R. 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.
- S. 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).
- T. 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.
- U. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- V. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- W. DEBARMENT AND SUSPENSION. Cooperators 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 Cooperators 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.
- X. 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.
- Y. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 4/15/2029 at which time it will expire.
- Z. 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.



STEVE BOTTI, Mayor
City of Stanley

Date

NEIL BRADSHAW, Mayor
City of Ketchum

Date

PETER M. HENDRICKS, Mayor
City of Sun Valley

Date

MUFFY DAVIS, Chair, Board of Commissioners
Blaine County

Date

JAKE STROHMEYER, Forest Supervisor
Forest Service, Sawtooth National Forest

Date

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

LYNELLE SIMMONS
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.

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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.