

OR 912 1502(P)

Subject code: 1786

**MEMORANDUM OF AGREEMENT (MOA)
AMONG
REGION SIX, USDA FOREST SERVICE
OREGON/WASHINGTON, USDI BUREAU OF LAND MANAGEMENT
AND THE
WASHINGTON STATE ASSOCIATION OF COUNTIES,
REPRESENTING WASHINGTON COUNTY GOVERNING BODIES**

Definitions:

“WSAC” means Washington State Association of Counties.

“County” means a county in Washington that has a national forest or public land administered by the Bureau of Land Management within its boundary.

“USFS” means Region Six, USDA Forest Service, including its National Forests in Washington.

“BLM” means Oregon/Washington, USDI Bureau of Land Management, including its Districts in Washington.

Preface:

1. The BLM and USFS, under the laws of Congress, executive orders, and federal regulations, are responsible for the management of the federal public lands, national forests, and their resources. The BLM and USFS have a responsibility to sustain the health, diversity, and productivity of these federal public lands and national forests for the use and enjoyment of present and future generations.

2. WSAC serves all of the 39 Washington counties and the 139 elected, bonded, and audited County Executives, Council members, and County Commissioners, as well as 9 affiliate and associate organizations. WSAC works with federal, state, and local governments to improve the ability of county government to serve Washington’s citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long history of partnership with respect to federal public lands and national forests in Washington, including conferring on management direction and projects, sharing resources and revenues, and fully participating in the social, environmental, and economic vitality of local communities.

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The purpose of this MOA is to establish a means of communication between the USFS, BLM, and county governing bodies that occurs often as a general practice. This regular communication is intended to maximize trust and communication between the USFS, BLM, and county government, minimize misunderstanding and potential conflicts, produce USFS, BLM, and county actions that are as a consequence better end products for all Washington citizens, and enhance community support for those actions.

It is agreed that:

1. Upon implementation of this MOA:
 - a. The governing body of each county shall designate a county contact for the USFS and BLM.
 - b. The USFS Regional Forester shall designate a USFS contact for each county it serves.
 - c. The BLM State Director shall designate a BLM contact for counties it serves.
2. When any significant land management actions or significant personnel actions resulting in downsizing or reorganization are contemplated in a county by USFS or BLM, the federal agency contact shall notify the appropriate county contact. Actions that are considered significant in the county shall be defined among the parties. The notice shall provide sufficient substance and give enough time for the county governing body to study and respond to the contemplated action. Notice of sufficient substance and time to the county shall be defined among the parties. In keeping with federal policy, the federal agency will consider the county's response before taking any action. If the action is different from the county recommendations, the federal agency will explain the rationale of their decision.
3. When any action that will change the law is contemplated by a county that may significantly impact the operation of USFS or BLM, the county contact shall notify its respective federal agency contact. Actions that are considered significant to the USFS or BLM shall be defined among the parties. The notice shall provide sufficient substance and give enough time for the federal agency to study and respond to the contemplated action. Notice of sufficient substance and time to the federal agency shall be defined among the parties. The county will consider the federal agency's response before taking any action. If the action is different from the federal agency recommendations, the county will explain the rationale of their decision.
4. The USFS Regional Forester, BLM State Director, and WSAC Timber Counties Committee Chair shall convene, as appropriate, representatives of the USFS, BLM, and county governing bodies to discuss and resolve issues related to land management in Washington.

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Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to create a forum for resolution of all issues between a county and the USFS or BLM. Nor is it intended to replace presently existing lines of communications, such as Resource Advisory Committees, federal or county workgroups, and informal or formal policy meetings between the USFS or BLM, and WSAC or a county.

Nothing in this MOA shall require the USFS, BLM, WSAC or a county to violate or ignore any laws, rules, directives, or other legal requirements imposed by law.

This MOA is adopted to enhance communication and mutual cooperation between the USFS, BLM, and counties. It does not create any right to administrative or judicial review, or any other right, benefit, or responsibility, enforceable by any party against the USFS, BLM, WSAC or county governing bodies, their agencies, officers, employees or any other person.

This MOA becomes effective upon signature of all parties.

This MOA is expected to continue for five years, after which it will expire, unless canceled, extended, or renewed. This MOA may be extended or renewed prior to expiration if all the participants agree that there is a continuing need for this agreement. The terms or conditions of such extension or renewal will be in writing and require the signature of BLM, USFS, and WSAC.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the agencies or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

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

ESTABLISHMENT OF RESPONSIBILITY. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

AUTHORIZED REPRESENTATIVES: By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

Principal Contacts for this MOA are:

USDA-US Forest Service

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USDI-Bureau of Land Management

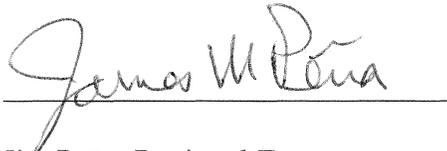
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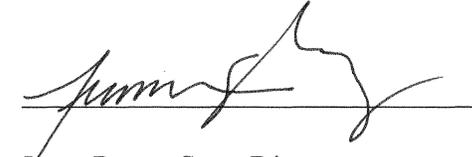
Agreement:

U.S. Department of Agriculture
Forest Service



Jim Peña, Regional Forester
Pacific Northwest Region

U.S. Department of the Interior
Bureau of Land Management



Jerry Perez, State Director
Oregon/Washington

Washington State Association of Counties



Eric Johnson, Executive Director
Washington State Association of Counties