

MEMORANDUM OF UNDERSTANDING

Between

**State of Washington
Department of Natural Resources
And
Department of Fish and Wildlife
And
USDA Forest Service**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Washington Department of Natural Resources hereinafter referred to as "DNR," Washington Department of Fish and Wildlife hereinafter referred to as "WDFW," United States Department of Agriculture Forest Service, Pacific Northwest Region hereinafter referred to as "USFS," and collectively called the "parties."

I. BACKGROUND

In August of 2018, the US Department of Agriculture announced the **Shared Stewardship Investment Strategy** along with its partners the Western Governors' Association and the National Association of State Foresters, which outlined plans to work more closely with states to identify landscape-scale priorities for targeted treatments in areas that hold promise to achieve the greatest benefits and shared goals. This strategy has three core elements:

- Determine management needs on a state level by prioritizing stewardship decisions directly with each State, setting priorities together and combining mutual skills and assets to achieve cross-boundary outcomes desired by all.
- Doing the right work in the right places at the right scale. USFS and the State will use all existing tools to their greatest extent, and promptly apply new ones as they are available to locate treatments and other investments where they can do the most good, thereby protecting communities, watersheds, fish and wildlife resources, and economies where the risks are greatest.
- Using all available tools for active management. The State and USFS will use every authority, program, and tool available to do more work on the ground, including timber harvest, non-commercial mechanical treatments, carefully-managed fire, infrastructure maintenance and improvement, and watershed restoration activities working with partners and stakeholders to choose the right tools.

A memorandum between the parties has been successfully in place for the last five years and this document renews their mutual understanding of cooperation.

II. PURPOSE

The purpose of this MOU is to establish a framework to allow the parties to collaboratively accomplish mutual goals, further common interests, and effectively respond to the increasing suite of challenges facing the communities, landscapes, natural resources, and cultural resources of the State of Washington.

Federal, state, tribal and private managers of forests and rangelands face a range of urgent challenges, among them catastrophic wildfires, invasive species, degraded watersheds, lost scenic and recreational integrity, and epidemics of insects and disease, all exacerbated by the long-term impacts of climate change and pressures from population growth. The conditions fueling these circumstances are not improving. In Washington, concerns include the degradation of critical fish and wildlife habitat, decrease of forest and rangeland productivity, longer fire seasons, increasing size and severity of wildfires, and the expanding risk to our communities, natural resources, economies, citizens, and firefighters.

The MOU among the parties is the foundation for future collaboration with tribal partners, local governments, other state and federal agencies, and non-governmental groups. The intent is to collectively focus investments on identified land management priorities in areas with promise to achieve the greatest benefits. The parties will work to effectively manage risks and will improve forest and rangeland health and productivity, enhance scenic stability, reduce hazardous fuels, protect and restore fish and wildlife resources and their habitat, sustain cultural resources and provide for the health, prosperity, and enjoyment of our communities and the visiting public.

A key component of our shared stewardship strategy is to prioritize decisions at a landscape scale using collaborative processes long demonstrated in the State of Washington.

The federal and state agencies understand that decisions, priorities, and implementation will benefit by development and use of shared knowledge, tools, and resources, and agree to coordinate on the same.

III. **PRINCIPLES:**

1. **Science** - the parties will determine availability of data, maps, and analyses; assess any gaps or duplication; and share the best available science and models to prioritize and inform decisions.
2. **Tools** - the parties will use authorities, programs, and tools, including the Good Neighbor Authority, Regional Conservation Partnership Program, programs of the Cooperative Forestry Assistance Act, Landscape Scale Restoration grants, NEPA categorical exclusions, and others to effectively and efficiently implement priority activities across landscapes.
3. **Models** - the parties will suggest, evaluate, and select appropriate models for prioritizing and decision-making that will lead to a consistent and efficient process for identifying priority landscapes, project lists, and partner commitments.
4. **Strategies and Plans** - the parties each have existing plans and strategies that guide work within their purview. Many of these strategies and plans were developed in collaboration with other agencies, partners, and the public. The parties will use existing plans, strategies, and vehicles such as advisory committees, as the foundation upon which to base landscape scale priorities and decisions on a statewide basis. The parties will make a concerted effort to evaluate overlap and common ground to identify mutual interests and benefits for the greatest good and will avoid duplicative efforts to develop additional strategies and plans. See Appendix A for a list of key references that will serve as an initial foundation.
5. **Resources** - the parties will evaluate and deploy available resources such as talent, funds, and grants for targeted investment in a manner that helps achieve efficiencies, economy of scale, and effectiveness. Additionally, the parties will explore and seize opportunities to leverage investments with non-government funds.
6. **Relationships** - the parties will coordinate and work in partnership with other federal agencies, state agencies, tribal governments, local governments, private landowners, and non-

governmental organizations to derive the best decisions, solutions, and investments for the most benefit.

7. **Innovation and Public Engagement**-the parties will maintain a customer focus, embrace new thinking and partnerships, innovate, and take measured risks to seize opportunities for shared success.

IV. THEMES

The parties seek to proactively identify priority watersheds and landscapes, coordinate investments, and carry out projects to improve the health and productivity of forest, rangeland, and habitat in the state of Washington. To achieve landscapes that are more resilient to fire and other disturbances, the parties will take a more integrated approach to prioritizing investments where they will have the greatest impact and will work together to set priorities that address benefits and risks across broad landscapes. A collaborative approach that addresses benefits and risks across different ownership boundaries and habitat types will have direct and positive effects on land management practices as well as the natural resources and citizens of Washington.

Shared priorities and goals will be derived from several primary themes:

- **Ecological restoration** - Health and resilience of our lands and waters support people, communities, fish and wildlife. We will expand our capacity for restoration by working with local governments, communities, tribal governments, private landowners, and our other partners to strengthen resilience of ecosystems across boundaries. Specific emphases will be on:
 - o Making our forests less vulnerable to uncharacteristic wildfires, insects, disease, and drought, and
 - o Protecting and enhancing the vitality of the Puget Sound.
- **Sustainable recreation** - We will provide a diverse array of safe and sustainable recreation opportunities, favoring investments that leverage our limited resources and extend our capacity through integration and partnerships.
- **Sustainable infrastructure**- Our infrastructure connects people with the land, protects the land, and reduces the adverse impact of our use. We will prioritize our infrastructure for investment, maintenance, and disposal to provide access for appropriate uses, to preserve socially- and culturally-significant places, and to promote the health, safety, and welfare of all users.
- **Conserve and protect fish and wildlife** - We will prioritize activities that conserve native fish and wildlife, protect and restore their habitat, and provide recreational and commercial fishing, hunting, wildlife viewing, and other sustainable opportunities for Washington residents and visitors.
- **Healthy communities** - We will help support diverse and vibrant local economies through relationships, practices, collaboration, and investment. As stewards of the state's natural resources, the parties will directly and indirectly support jobs and generate economic activity across the state. This includes protecting and restoring municipal watersheds.

The Principles and Themes above connect to existing collaborative efforts. State agencies in Washington have a history of collaborating with a broad network of partners, including the federal government. In cities, and counties, and in respective agency jurisdictional areas, there are many priorities and on-going projects at any given time. Some efforts may overlap, be duplicative, or may benefit from improved coordination to achieve more demonstrable outcomes across Washington. In accordance with this MOU,

the parties will coordinate and engage other governmental entities and partners to derive the highest priorities that best embody the principles and themes herein. The parties will examine on-going and anticipated projects to determine what might be combined, accelerated, or elevated to achieve greater good and greater impact for Washington, and will focus investments on those.

V. THE PARTIES SHALL:

- A. Work collaboratively to share decision space to reach agreements on priority areas that require treatments. Collaborate on mutually agreed upon projects and other work in the pursuit of the overarching goals of this MOU.
- B. Collectively evaluate risk through a joint commitment to examining options for managing risk and deciding what actions to take. Realistically prioritize actions in order to focus and direct concerted investment to achieve landscape scale improvements.
- C. Make reasonable efforts to achieve consistency and avoid conflicts between federal, state, tribal, and private objectives, plans, policies, and programs; and address and resolve all issues and concerns raised by any partner unless precluded by law.
- D. Use all applicable state and federal programs and authorities to carry out any actions taken. This includes but is not limited to state-delivered landowner technical assistance, forest health assistance, wildland fire suppression, prescribed fire, state delivered USFS State and Private Forestry Programs, Good Neighbor Authority, Landscape Scale Restoration program and others available through the Federal Farm Bill and other authorities.
- E. Consider and incorporate state and local data and expertise, including socioeconomic data, in development and analysis of actions.
- F. Sharing stewardship in the State of Washington is continuous and evolutionary, therefore, the dynamics of this MOU will evolve during implementation and subsequent iterations. As such, the parties will agree upon mechanisms to ensure substantial participation from state partners such as forest health collaboratives, Washington State Parks, Washington Recreation and Conservation Office, Department of Transportation, and others who will have an interest in carrying out the principles described in this MOU. To effectively reach these agencies, organizations, and other partners, the parties will develop a communication and outreach plan to gauge interest, determine desired levels and methods of engagement, and seek input to prioritization processes.
- G. Agree to work under the premise of holistic stewardship. Parties will consult with and seek input from additional units of government, tribes, collaborative groups, advisory groups, and others as may be appropriate to derive the best solutions and highest benefits for the resources invested.

VI. MUTUAL UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES:

- A. The parties are bound by all applicable federal, state, and local statutes and regulations. If conflicts arise, the parties will evaluate how authorities can best achieve the goals of a project.
- B. The parties will protect sacred sites and preserve cultural resources and take all necessary actions to protect data collected from Native American tribes.
- C. All parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the purposes of this MOU.

- D. The parties will conduct business pertaining to this MOU by means of in-person meetings, conference calls, or other means and, in each calendar year, the parties will meet at least once in person, to evaluate progress on the MOU.

VII. PRINCIPAL CONTACTS:

Individuals listed below may act in their respective areas for matters related to this MOU.

Washington Department of Natural Resources

<p>George L. Geissler Washington State Forester Washington Dept of Natural Resources 1111 Washington St SE Olympia, WA 98504 360-902-1684 george.geissler@dnr.wa.gov</p>	<p>Program Administrator Contact: Jennifer Watkins Forest Resilience Division Manager Washington Dept of Natural Resources 1111 Washington St SE Olympia, WA 98504 360-902-1765 jennifer.watkins@dnr.wa.gov</p>
--	---

Washington Department of Fish and Wildlife

<p>Chris Conklin, Habitat Program Director Washington Department of Fish and Wildlife 1111 Washington St SE Olympia, WA 98504 360-591-4571 Chris.Conklin@dfw.wa.gov</p>	<p>Program Administrator Contact: Brandon Austin, Forest Habitats Section Manager Washington Department of Fish and Wildlife 1111 Washington St SE Olympia, WA 564-233-8128 Brandon.Austint@dfw.wa.gov</p>
---	---

USDA Forest Service

<p>James Capurso Regional Fisheries Biologist PO Box 3623, Portland, Or 97208 Olympia, WA 503-808-2847 james.capurso@usda.gov</p>
--

VIII. PROVISIONS:

- A. NOTICES. Any communications affecting the operations covered by this MOU given by any party to this MOU is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, to the contact of each organization at the address specified in this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. ENDORSEMENT. Any partner's contributions made under this MOU do not by direct reference or implication convey endorsement of any partner's products or activities.
- D. 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.
- E. 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: federal agency availability of appropriated funds and other resources; state agency availability of funds and other resources; federal and state agency 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 partner/agency 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.
- F. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- G. ALL PARTIES ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. All parties shall acknowledge any partner support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- H. 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. 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 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.
- J. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective five years past the date of its signature at which time it will expire. Extension of this MOU can occur every five years by mutual consent with a signed and dated document.

IX. 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.**

STATE OF WASHINGTON:

Department of Natural Resources

Date: _____

By: _____
George Geissler

Washington State Forester, Washington Department of Natural Resources

Department of Fish and Wildlife

Date: _____

By: _____
Kelly Susewind

Director, Washington Department of Fish and Wildlife

USDA Forest Service, Pacific Northwest Region

Date: _____

By: _____
Jacqueline Buchanan

**Regional Forester, Pacific Northwest Region
USDA Forest Service**

Appendix A- Plans and Strategies

The following plans and strategies will be considered as reference due to the collaborative work of state and federal partners to develop them (not exhaustive).

- Twenty Year Forest Health Strategic Plan for Eastern Washington (DNR)
- Washington State Wildland Fire Protection 10 Year Strategy (DNR)
- Washington State Forest Action Plan (DNR)
- Washington State Wildlife Action Plan (WDFW)
- Washington State Game Management Plan (WDFW)
- WDFW Forest Management Strategy (WDFW)
- MOU for Hydraulic Projects on Forest Service Land Cooperator Agreement No 17-09398 (WDFW/USFS R6)
- Habitat Conservation Plans (USFWS)
- NRCS State Resource Assessment (NRCS)
- MOU - Delivery of Programs and Services to Non-Industrial Private Forest Landowners in Washington State (multiple agencies)
- MOU - Meeting Responsibilities Under Federal and State Water Quality Laws (USFS, Pacific Northwest Region and Washington State Department of Ecology)
- Local Working Group process and State Technical Advisory Committee and subcommittees (NRCS)
- Regional Conservation Partnership Program and Critical Conservation Areas (NRCS)
- Puget Sound Salmon Recovery Plan (National Marine Fisheries Service) and Action Agenda for Puget Sound (Puget Sound Partnership)
- Lead Entity Salmon Recovery Plans (WA Recreation and Conservation Office/lead entities)
- Federal Columbia River Power System Biological Opinion
- Yakima Basin Integrated Plan (BOR)
- National Cohesive Wildland Fire Management Strategy (USFS)
- Individual National Forest Land and Resource Management Plans (USFS)
- Northwest Forest Plan (USFS)
- Watershed Condition Framework and their associated Watershed Restoration Action Plans (USFS)
- A Framework for Sustainable Recreation (USFS)
- Access and travel management plans for individual National Forest (USFS)
- MOU with Washington State Department of Transportation, No. GCA 1336, "Highways over National Forest Lands"
- MOU between USDA Forest Service and USDOT Federal Highways Administration regarding the Appropriation and Transfer of National Forest System Lands for Highway Purposes
- Washington State insect and disease area designation map (DNR and USFS)
- Programmatic agreement with WA State Historic Preservation Office (need reference or title)
- Bipartisan Outdoor Recreation Confluence Accord

Prioritization of our investment decisions using these plans and strategies in combination with use of other appropriate tools, authorities, and science will increase the scope and scale of critical activities that protect our natural, cultural, and recreational resources and communities and create resilient forests and rangelands.