

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
US FOREST SERVICE, INTERMOUNTAIN REGION (USFS)
AND THE UTAH ASSOCIATION OF COUNTIES (UAC)**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Utah Association of Counties, hereinafter referred to as "UAC," and the USDA, Forest Service, Intermountain Region, hereinafter referred to as the "U.S. Forest Service."

Background: The UAC and the U.S. Forest Service enter this MOU to improve communications and natural resource management in the counties of Utah.

Title: R4 and UAC Strategic Communication MOU

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

A. The USFS, under the laws of the United States, Executive Orders, and federal regulations, is responsible for the administration of the National Forest System (NFS). The USFS has a multiple use mandate, and a responsibility to sustain the health, diversity, and productivity of the NFS land under its administration for the use and enjoyment of present and future generations.

B. The State of Utah's 29 county political subdivisions have ongoing coordinating and cooperating agency relationships with the USFS, and share a long history of partnership with respect to administration of the national forests in Utah - including coordinating with the USFS on plans, projects, policies, and programs affecting the national forests, while providing for the social, environmental, and economic vitality of local communities.

C. For the purposes of this agreement it is explicitly understood that UAC serves and represents all of Utah's counties, which encompass large amounts of public lands, including NFS lands. UAC works with federal and state governments and other stakeholders to improve the ability of county government to serve Utah citizens efficiently and effectively.

D. The purpose of this MOU is to improve that partnership and coordination by facilitating early and frequent communication between the USFS and counties to foster a more productive partnership that results in positive land management decisions for all parties, to assure consistency in process and outcomes among all parties, and to

assure regular, consistent communication intended to build positive working relationships; maximize trust, minimize misunderstanding and potential conflicts, and produce actions that result in better conclusions for Utah and the counties, thereby enhancing community support for those actions.

III. USFS – COUNTY COMMUNICATIONS:

It is agreed that, with the implementation of this MOU:

A. The governing body of each county that chooses to participate in this MOU shall so indicate in writing and designate in that writing a county contact for the USFS, subject to change from time to time in the county's sole discretion after giving written notice of such change to USFS. Counties should try to describe the contact as a particular "position" of permanence such as, for example, "County Commissioner with responsibility over public lands" or "County Planner" rather than a specific individual's name. This provision applies only for counties that choose to participate by officially designating a county contact.

B. For each county who participates pursuant to paragraph 3.A above, the USFS Regional Forester shall designate in writing a USFS contact from each forest that contains land within that county. The USFS should try to describe the contact as a particular "position" of permanence rather than a specific individual's name.

C. After the designations pursuant to paragraphs 3.A and 3.B have been finalized, within each county and forest, the designees from each entity shall convene a meeting at the request of either entity to discuss the MOU and the process by which it will be implemented in that county.

D. This MOU is a beginning point, and individual counties and Forests are encouraged to establish separate memoranda of understanding to define further their relationships for planning. They may agree to additional processes and norms not inconsistent with this MOU that will enhance their communications and understanding of each other's work and be effective in their particular area.

E. In addition to meetings among county governing bodies and officials of each forest containing land within each county, the USFS Regional Forester and the UAC may meet to discuss and resolve issues as needed.

IV. THE USFS SHALL:

A. Encourage Counties to seek cooperating agency status in the NEPA process, per 36 CFR 219.4(a) and as defined in 40 CFR 1501.6.

B. Coordinate, per 16 U.S.C. 1604(a) and 36 CFR 219.4(b), on land and resource management planning with the equivalent and related planning efforts of counties and other recognized governmental agencies, e.g., Native American tribes, early and throughout the NEPA process, when revising and maintaining land use and resource management plans.

C. Apply and integrate the NEPA process – including the unique cooperating agency process per 40 CFR 1501.6 with the counties that have been granted such status - at the earliest possible time before starting to prepare the applicable NEPA document, starting to proceed with proposed concerted actions, or starting to make connected decisions, other than a categorical exclusion, to decide among alternative means of accomplishing a goal where the proposal would affect the environment and people's relationship therewith. As the lead agency, the Forest Service will provide opportunities for exclusive communications with cooperating agencies in preparing the administrative draft NEPA document. Communications should be confidential until release of the public NEPA document subject to the requirements of FOIA.

D. To the maximum extent possible, consistent with USFS responsibility, make a good faith effort to reach consistency between the proposed action and county plans and policies.

E. Determine any potential conflicts between the proposed action and county plans and policies, discuss any such inconsistency in the applicable USFS NEPA document, and describe in the document the extent to which USFS would reconcile its proposed action with the local plan or policy.

F. Not seek to direct or control management ^{of nr m w} non-Forest Service lands.

G. Withdraw the document entitled "Initial Review of Livestock Grazing Effects on Select Ecosystems of the Dixie, Fishlake and Manti-La Sal National Forests," dated August, 2014 and refrain from reliance on this document in future plans, projects, policies, environmental analyses, decisions and programs. .

V. UAC AND COUNTIES SHALL:

UAC and each County who chooses to participate pursuant to Section II.A above shall:

A. Participate in USFS requests for coordination on land and resource management planning efforts at the earliest possible time, preferably before public scoping but continuing throughout the process, and identify concerns, needs and relevant written county plans and policies.

B. Within the County's constraints, make available staff support at the USFS managers' request to enhance the USFS's interdisciplinary capability through providing

special expertise, if established through agreement with the Forest, as a cooperating agency.

C. Defer to agreements or memoranda of understanding established between Forests and specific Counties for cooperating agency relationships and coordination on land and resource management planning efforts.

D. Provide written interpretations of germane sections of county plans and policies when the County thinks a proposed USFS project is inconsistent with existing or proposed County plans.

E. Endeavor to provide written feedback with sufficient specificity that the USFS managers are able to respond. Additionally, the County will attempt to provide alternative approaches to proposed projects.

F. Meet with the Forest Service at their request in an agreed upon time frame.

G. Provide the above-referenced USFS contact with timely notice and opportunity to review and comment on preliminary drafts of county plans and policies during any county planning process or plan revision process, for issues relevant to the USFS, and consider written information received from the USFS.

H. Make a good-faith effort, consistent with county plans, policies, laws, regulations, and agency goals, to harmonize county land-use planning decisions with current USFS plans and regulations regarding lands managed by USFS within the county boundaries.

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

This MOU shall not be construed:

A. To affect Resource Advisory Committee and other communications required pursuant to federal statutes or regulations, communications among federal or county workgroups, and communications in informal or formal policy meetings between the USFS and UAC.

B. To require or allow the USFS, UAC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by federal law.

C. To create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity; to prevent the parties from managing their respective resources and activities in a separate and mutually beneficial manner to meet the purposes of this MOU; nor to authorize or obligate any of the parties to transfer anything of value.

D. To alter, limit, or expand the agencies' statutory and regulatory authority.

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Ward Address: 5397 South Vine Street, City, State, Zip: Murray, UT 84107 Telephone: (801) 265-1331 FAX: N/A Email: mark@uacnet.org	Name: Mark Ward Address: 5397 Vine Street City, State, Zip: Murray, UT 84107 Telephone: (801) 265-1331 FAX: N/A Email: mark@uacnet.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Nora Rasure Address: 324 25 th Street City, State, Zip: Ogden, Utah, 84401 Telephone: 801-625-5605 FAX: Email: NRasure@fs.fed.us	Name: Carla Pickering Address: 324 25 th Street City, State, Zip: Ogden, Utah, 84401 Telephone: 801-625-5812 FAX: Email: Cpickering@fs.fed.us

F. 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 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement UAC 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 United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If UAC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds UAC has expended in violation of sections 433 and 434.

G. DEBARMENT AND SUSPENSION. UAC 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 UAC 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.

H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or UAC 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 UAC, at UAC'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.

I. ENDORSEMENT. Any of UAC's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of UAC'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, 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

K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for UAC 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.

L. 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.

M. 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).

N. 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.

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

P. DEBARMENT AND SUSPENSION. UAC 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 UAC 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.

Q. 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.

R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 2020 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

S. 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.

Dated: 9-23-15

United States Forest Service

Nora Rasure
Nora Rasure, Regional Forester
US Forest Service Intermountain Region

Dated: Sept. 23, 2015

Utah Association of Counties, For Itself and All Participating Counties

Mark Ward
Mark Ward
General Counsel and Senior Public Lands Policy Analyst