WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Memorandum of Understanding

FOREST SERVICE
EXPERIMENTAL FOREST & RANGE NETWORK
Olympic Experimental State Forest Participation

I. The Parties

This Memorandum of Understanding (MOU) is an agreement between the U.S. Forest Service, Pacific Northwest Research Station, referred to as the Forest Service/PNW, and the Washington State Department of Natural Resources, referred to as the DNR.

II. Purpose

This MOU designates the DNR-managed State trust lands in the Olympic Experimental State Forest, referred to as the OESF, as a participating forest in the Forest Service's Experimental Forest and Range Network, referred to as the EF&R Network.

The OESF is managed by DNR's Olympic Region and covers about 260,000 acres in the western Olympic Peninsula. The OESF is managed as a unique planning unit in DNR's multispecies 1997 Habitat Conservation Plan (HCP) for forested State trust lands. The long-term vision for the OESF is as a working forest in which ecological health is restored and maintained through innovative integration of forest production and habitat conservation. The OESF is DNR's focal point for experimentation and building knowledge to enhance trust land management.

The Forest Service/PNW is authorized to conduct forest and rangeland research and development on State lands to generate and disseminate scientific information, and to form partnerships in the furtherance of such activities under the provisions of the Act of June 30, 1978 (16 U.S.C. 1641-1646). As part of its mission, the Forest Service/PNW has established the EF&R Network to link a nationwide collection of experimental forests to encourage data sharing and to promote collaborative research.

Through participating in the EF&R Network, DNR seeks a means to accomplish many HCP objectives for the OESF in fulfilling the long-term vision for an experimental forest. Through DNR's participation, the Forest Service/PNW seeks to further the mission of

providing scientific and technical assistance and to expand the EF&R Network into the temperate rain forest of the Olympic Peninsula.

III. The Parties mutually agree that:

1. DNR will designate the OESF as a participating experimental forest in the EF&R Network and, through its designation, extend the EF&R Network into the temperate rain forests of the Olympic Peninsula.

2. DNR will continue to manage the OESF according to a number of policies and directives, including applicable state and federal laws, Board of Natural Resources direction and formal resolutions, the DNR Policy for Sustainable Forests, and the HCP and its amendments.

3. Forest Service/PNW will make available to DNR results of research and monitoring, syntheses, and technology transfer being done nationwide in the EF&R Network and provide access to other EF&R Network activities.

4. DNR and Forest Service/PNW authorize one another to promote the mutual benefits of the participation of the OESF in the EF&R Network. DNR and Forest Service/PNW will provide cross-links to their respective websites for this purpose.

5. The DNR and Forest Service/PNW will establish a Review Board whose purpose will be to coordinate EF&R Network research and monitoring projects of mutual benefit on the OESF. The Review Board shall consist of:

   - DNR OESF Research and Monitoring Manager (chair);
   - DNR Olympic Region State Lands Assistant;
   - DNR Coast District Manager;
   - PNW Olympia Forestry Sciences Laboratory Lab Line Officer; and,
   - PNW Assistant Director for Research.

   The Review Board will convene at least twice a year to review EF&R Network proposals for the OESF, review the status of on-going projects, and coordinate EF&R Network and OESF management activities. Projects generally will be guided by DNR's 1997 HCP research and monitoring objectives and operational considerations on the OESF; and by Forest Service/PNW objectives for the EF&R Network. The Review Board will use these meetings to consider and recommend EF&R Network activities for the OESF. The Board's recommendations will be advisory to the DNR Deputy Supervisor for Uplands and the Director of Forest Service/PNW Station. The Review Board is to seek consensus for recommended activities, but may submit majority and dissenting advice if consensus is not achieved. Minutes will be kept as a record of the Review Board's recommendations.

   This MOU and the recommendations of the Review Board shall not obligate any of the Parties to obligate or transfer any funds, services, or property. Specific activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements

and be contingent upon the availability of funds. Recommendations of the Review Board will provide guidance for developing such agreements. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each agreement must comply with all applicable statutes and regulations.

IV. It is mutually understood and agreed by both Parties that:

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

2. **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.

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

4. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective for 5 years from the date of execution at which time it will expire unless extended.

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

6. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Pacific Northwest Research Station Contact:
Name: Douglas F. Ryan
Title: Aquatic and Land Interactions Program Manager
& Olympia Forestry Sciences Laboratory Line Officer
Address: 3625 93rd Ave SW, Olympia, WA 98512
Phone: 360-753-7652 FAX: 360-753-7737
Email: dryan01@fs.fed.us

Washington State Department of Natural Resources Contact:
Name: Teodora V. Minkova
Title: Olympic Experimental State Forest
Research and Monitoring Manager
Address: 1111 Washington Street SE, Olympia, WA 98504-7016
Phone: 360-902-1175 FAX: 360-902-1789
Email: teodora.minkova@dnr.wa.gov

7. **NON-FUND OBLIGATING DOCUMENT.** This instrument 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 instrument 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 agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

8. **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.

9. **ESTABLISHMENT OF RESPONSIBILITY**. This MOU 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.

Bov B. Eav — 8/25/09

BOV B. EAV
Station Director
U.S. Forest Service
Pacific Northwest Research Station

DATE

Gretchen Nicholas — 8/25/09

GRETCHEN NICHOLAS
Manager, Land Management Division
Washington State Department of Natural Resources

DATE