



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Adopted Resolution No. 14-224 to:

- a. Adopt the tenets provided by the Memorandum of Agreement among the Regional Council of Rural Counties, California State Association of Counties, United States Forest Service, and the Bureau of Land Management for utilization by the County;
- b. Invoke the terms of the MOA with the Hollister Field Office of the Bureau of Land Management and the Los Padres National Forest, Goleta field office, of the United States Forest Service Agency; and
- c. Designate the Director of the Resource Management Agency or his designee, as the County point of contact.

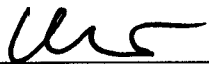
PASSED AND ADOPTED on this 22nd day of July 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on July 22, 2014.

Dated: July 24, 2014  
File Number: RES 14-059

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Resolution No. 14-224**

Adopt the tenets provided by the memorandum )  
of Agreement (MOA) between Regional )  
Council of Rural Counties, California State )  
Association of Counties, United States Forest )  
Service, and the Bureau of Land Management )  
and designate primary points of contact..... )

WHEREAS, the County of Monterey ("County") wishes to enhance the working relationship between the United States Forest Service, United States Department of Interior--Bureau of Land Management, and the County; and

WHEREAS, the Regional Council of Rural Counties ("RCRC"), California State Association of Counties ("CSAC"), the United States Forest Service Pacific Southwest Region ("USFS"), and the United States Department of Interior Bureau of Land Management California State Office ("BLM") entered into a Memorandum of Agreement (MOA) on July 23, 2012, attached hereto as Exhibit 1 and incorporated herein by reference, whose purpose is to establish enhanced mutual communication between the USFS, BLM, and county governing bodies related to the land use planning and management of federal public lands and national forests; and

WHEREAS, both the USFS and BLM manage land throughout Monterey County, including for example, the Los Padres National Forest and the Fort Ord National Monument respectively;

WHEREAS, the County recognizes the value of a communications framework to ensure consistency within working relationships with USFS and BLM, and the County recognizes the utility of the MOA to accomplish this goal; and

WHEREAS, counties may choose to participate in the MOA by adopting a resolution that opts into the MOA, designates the county contact, and specifies the local federal land managers with which the county wishes to engage; and

WHEREAS, the MOA in no way jeopardizes or otherwise infringes upon the current legal rights of counties or the existing legal obligations of the USFS or BLM to their local government partners;

WHEREAS, the County adopts the tenets provided by the MOA for utilization by the County with the understanding that the MOA is meant to foster communication but does not preclude the County from raising objections to or challenging any actions of the USFS or BLM; and

WHEREAS, the County believes that the use of this MOA will enhance the existing relationship between it and the USFS and BLM and hopes that the clarity and stability that it will bring to the communications between this County and these federal land management entities will benefit the people and the communities within the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey hereby:

1. Adopts the tenets provided by the Memorandum of Agreement between RCRC, CSAC, USFS, and BLM for utilization by the County;
2. Invokes the terms of the MOA with the Hollister Field Office of the Bureau of Land Management and the Los Padres National Forest, Goleta field office, of the United States Forest Service; and
3. Designates the Director of the County Resource Management Agency or his or her designee as the point of contact between the County of Monterey and, respectively, the Hollister Field Office of the Bureau of Land Management and the Los Padres National Forest, Goleta field office, of the United States Forest Service.

**PASSED AND ADOPTED** upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried this 22nd day of July 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on July 22, 2014.

Dated: July 24, 2014  
File Number: RES 14-057

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_



Deputy

# EXHIBIT 1 TO ATTACHMENT A

MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
CALIFORNIA, USDI BUREAU OF LAND MANAGEMENT,  
US FOREST SERVICE, PACIFIC SOUTHWEST REGION  
AND THE  
CALIFORNIA STATE ASSOCIATION OF COUNTIES and  
REGIONAL COUNCIL OF RURAL COUNTIES,  
REPRESENTING CALIFORNIA COUNTY GOVERNING BODIES

Definitions: As used in this MOA, the following terms shall be defined as stated below:

"CSAC" means California State Association of Counties.

"RCRC" means Regional Council of Rural Counties.

"County" means a county in California that has a national forest or public land administered by the USDA Forest Service or the Bureau of Land Management within its boundary, and that elects to participate in this MOA.

"USFS" means Region Five, USDA Forest Service, and that part of Region Four including its National Forests in California.

"BLM" means California, USDI Bureau of Land Management, including its Districts and Field Offices in California.

Preface:

1. The USFS and BLM, 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 USFS and BLM 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. CSAC and RCRC represent all of California's 58 counties, which encompass large amounts of federally held land. CSAC and RCRC work with federal and state governments and other stakeholders to improve the ability of county governments to serve California's citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long partnership in the management of federal public lands and national forests in California. The purpose of this MOA is to help improve interagency relationships by facilitating early and frequent communication between the defined federal agencies and counties to foster a more

productive partnership that results in positive land management decisions for all parties.

Specifically, this MOA is intended to establish enhanced mutual communication between the USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. This regular, consistent communication is intended to build positive working relationships; maximize trust; minimize misunderstanding and potential conflicts; and produce actions that result in better conclusions for California, thereby enhancing community support for those actions.

It is agreed that with the implementation of this MOA:

- A. The governing body of each county that chooses to participate in this MOA shall designate a county contact for the USFS and BLM. This contact can be a "position" such as "County Planner," rather than a specific individual. This agreement is only in effect for counties that choose to participate by officially designating a county contact.
- B. For each participating county, the USFS Regional Forester shall designate a USFS contact from each forest that contains land within that county. This contact can be a "position" rather than a specific individual.
- C. For each participating county, the BLM State Director shall designate a BLM contact from each field office that contains land within that county. This contact can be a "position" rather than a specific individual.
- D. After these designations have been finalized, within each county the designees from each entity shall convene a meeting at the request of either entity to discuss the MOA, and the process by which it will be implemented in that county.
- E. This MOA is a beginning point and individual counties and federal agencies may agree to additional processes and norms that will enhance their communications and understanding of each other's work and be effective in their particular area.
- F. The USFS Regional Forester or BLM State Director and county governing bodies shall convene to discuss and resolve issues related to overall land management in California as needed.

**I. THE USFS and BLM SHALL:**

- A. Include the County in any planning processes to assure that the County's plans and policies are considered throughout the process.
- B. Request the participation of the County in any planning process before public scoping. The federal managers will mail an updated list of potential projects to the county designated contact. County participation at this stage provides the opportunity for county concerns and ideas to be accommodated in the development of the project description prior to public scoping. Such notification

shall be to the designated key county contact, who will advise the key federal contact regarding desired County participation in such planning activities.

- C. Understand that the County General Plans and other adopted policies reflect the objectives of the Board of Supervisors on behalf of the residents of the county.
- D. Meet with the County Board of Supervisors at its request on an agreed upon time frame to update and confer with the County on upcoming programs, projects and other matters of interest.
- E. Evaluate written comments from the County regarding how project proposals affect county plans and other adopted policies, and where consistent with federal laws, regulations, policies and agencies objectives, make every effort to work with County officials to achieve mutually agreeable results, consistent with the identified county plans and other adopted policies. If the federal manager's decision is not consistent with identified county plans and other adopted policies, then the manager will notify the county and document in writing how county plans, other adopted policies, and input were considered, and why consistency could not be achieved.

## II. THE COUNTY SHALL:

- A. Participate in requests for involvement at the earliest possible time, preferably before public scoping and identify concerns, needs and relevant county plans and other adopted policies in writing.
- B. Within the County's constraints, make available staff support at the federal managers' request to enhance the agencies' interdisciplinary capability as a partner.
- C. Provide written interpretations of germane sections of county plans and other adopted policies when the County thinks a proposed project is inconsistent.
- D. Endeavor to provide written feedback with sufficient specificity that the federal managers are able to respond with particularity. Additionally, the County will attempt to provide alternative approaches to proposed projects.
- E. Meet with the federal agencies at their request on an agreed upon time frame.
- F. Request the participation of the federal managers in any county planning process relevant to the federal agencies, and consider written information received from the BLM or USFS during County land-use and project planning decisions.
- G. Make every effort, consistent with state and county plans, policies, laws, regulations, and agency goals, to harmonize county land-use planning decisions with current USFS and BLM plans and regulations regarding lands managed by USFS and BLM within the county boundaries.

### Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to replace presently existing lines of communications or alter existing required communications, such as communications made pursuant to state or federal statutes or regulations, Resource Advisory Committees, federal or county

workgroups, and informal or formal policy meetings between the USFS or BLM, and CSAC, RCRC, or an individual county.

Nothing in this MOA shall require the USFS, BLM, CSAC, RCRC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by state or federal law.

This MOA is adopted to enhance communication and working relationships between the USFS, BLM, and counties.

Participation in Similar Activities:

This instrument in no way restricts the agencies or the counties from participating in similar activities with other public or private agencies, organizations, and individuals.

Establishment of Responsibilities:

This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate and mutually beneficial manner to meet the purposes of this MOA. Nothing in the MOA authorizes any of the parties to obligate or transfer anything of value.

Effective Date:

This MOA becomes effective upon signature of all parties.

Term of Agreement:

This MOA is expected to continue for five years from the date of the last signature, after which it will be reviewed. If all parties concur, it will automatically be renewed for an additional five year term.

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.

Termination:

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

Freedom of Information Act (FOIA):

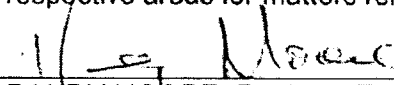
Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

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.

Authorized Representatives:

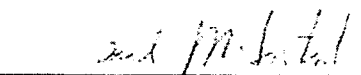
By signature below, the signatory officially certifies that the individual listed in this document as representative of the signatory is authorized to act in the signatory's respective areas for matters related to the development of this agreement.

  
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RANDY MOORE, Regional Forester  
U.S. Forest Service, Pacific Southwest Region

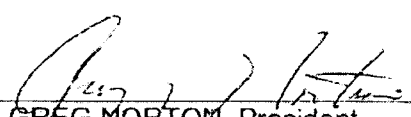
7/23/12  
Date

  
\_\_\_\_\_  
JAMES G. KENNA, State Director  
USDI Bureau of Land Management, California State Office

7/23/2012  
Date

  
\_\_\_\_\_  
PAUL McINTOSH, Executive Director  
California State Association of Counties

7/23/12  
Date

  
\_\_\_\_\_  
GREG NORTON, President  
Regional Council of Rural Counties

7/23/12  
Date