



Washington
Department of
**FISH and
WILDLIFE**



Washington Cattlemen's Association

MEMORANDUM OF UNDERSTANDING

**STATE OF WASHINGTON
WDFW OF FISH AND WILDLIFE
JEFFERY P. KOENINGS, Ph.D.
DIRECTOR**

**WASHINGTON CATTLEMEN'S ASSOCIATION
JIM SIZEMORE, PRESIDENT
DICK COON, JR., VICE PRESIDENT**

This Memorandum of Understanding (MOU) is between the Washington State Department of Fish and Wildlife, referred to as the WDFW, and the Washington Cattlemen's Association, referred to as WCA.

The purpose of this MOU is to describe each party's mutual interests and common objectives with respect to the management of WDFW lands and, in particular, to facilitate the establishment of several pilot-grazing projects that could demonstrate the benefits to fish and wildlife and/or WDFW Land Management that can be derived from controlled livestock grazing.

This MOU will help maintain fish and wildlife managed lands for the future and helps maintain the local and state agricultural economies.

1.0 Definitions:

The Department is an agency of the state of Washington, whose mission is "Sound

Stewardship of Fish and Wildlife.” The Department serves Washington’s citizens by protecting, restoring, and enhancing fish and wildlife and their habitats, while providing sustainable fish and wildlife-related recreational and commercial opportunities.

The Washington Cattlemen’s Association is a grass-roots organization that is devoted to representing and defending the interests of Washington State’s Cattlemen and encourages sound stewardship that will improve range health and promote a healthy and diverse environment.

The WCA believes that well managed grazing will produce benefits for wildlife, habitat, and those that enjoy the outdoors.

2.0 Preamble and Objective:

- Whereas, the WDFW acquires and manages habitat lands to protect fish and wildlife, maintain biodiversity and provide opportunities for fish and wildlife related recreation;
- Whereas, the WDFW is authorized to permit grazing on WDFW lands under WAC 232-12-181, is authorized to manage its lands under Title 77 RCW, and administers grazing permits consistent with Fish and Wildlife Commission (Commission) Policy C6003, dated December 6, 2002.
- Whereas, the WCA represents livestock operators in Washington and is interested in expanding opportunities for cattlemen to use public land for livestock grazing.
- Whereas, the WCA and WDFW recognize that managed grazing can be used to facilitate habitat management to benefit fish and wildlife and benefit local economies.
- Whereas, the WDFW and WCA recognize the value to be gained by each by using domestic livestock grazing on WDFW owned and managed lands as a tool to meet certain habitat or management objectives.
- Therefore, WDFW and WCA agree to work cooperatively on the establishment of new grazing pilot projects that can help WDFW meet desired habitat or management objectives. Both parties agree to work collectively to maintain the improvements.

3.0 Functions/Roles/Tasks of the Parties:

- The WDFW will identify areas suitable for domestic livestock grazing and the measurable habitat and/or management objectives it desires to accomplish through domestic livestock grazing.

- The WDFW will prepare habitat management objectives for each area to be grazed consistent with agency policy. These objectives will be used as a basis to draft grazing management plans with the Washington Cattlemen's Association and prospective operators. The plans will include a before, during, and after monitoring program. Costs associated with implementation and monitoring will be identified in all management plans.
- The WDFW and WCA will include contingencies in the grazing management plans, should weather or other unforeseen circumstances prevent the grazing plan from being fully implemented. The contingency provisions will describe what alternatives will be available to the operator if livestock need to be moved off the grazing area on short notice due to drought, fire, habitat damage, or other concerns.
- The WCA will review the grazing management plans and based on the location, habitat objectives to be accomplished, and type of grazing that may be required, select the operator determined to be the best qualified to meet WDFW's habitat and management objectives.
- The WCA and WDFW will monitor the grazing operator's compliance with the terms and conditions of the pilot grazing management plan, or may assign that responsibility to a mutually agreed upon third party. Failure to meet the terms and conditions of the plan may result in suspension of that operator from the pilot program. WCA and WDFW mutually agree that Washington State University (WSU) is a qualified third party. WSU may assist in the development and implementation of the monitoring protocols for the pilot grazing projects, as well as the evaluation of monitoring outcomes.
- The WDFW will prepare the documents necessary to allow WDFW and commission review of these grazing proposals.
- WCA and the WDFW will work closely together, and with the legislature, and the Governor's office to obtain additional support and funding as may be needed to implement future-pilot grazing projects. This includes costs associated with the monitoring described above as well as costs for additional fencing, water development, or other activities necessary to implement the Pilot Grazing Program.
- WCA and the WDFW will coordinate on the costs related to grazing WDFW lands in an effort to define when grazing on WDFW lands can provide an operationally and economically viable livestock grazing opportunity.

4.0 Terms and Conditions:

- (1) Effective Dates. This MOU is effective on signature of the parties. The MOU will terminate on December 31, 2009, but may be extended by amendment.
- (2) Amendments. This MOU shall be amended only by written mutual consent of the parties.
- (3) Conflict. Nothing herein is intended to conflict with current WDFW or WCA policies or directives. If any term of this Agreement is deemed inconsistent with such policies or directives, then the portions of the Agreement that are inconsistent shall be null and void; the remaining terms and conditions will remain in full force and effect.
- (4) Severability. If any provision of this Agreement or any provision of any law, rule, or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.
- (5) Indemnification. WDFW and WCA each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.
- (6) Nondiscrimination. During the performance of this Agreement, no person shall, on the grounds of race, creed, age, sex, national origin, marital status, or disability (physical, mental or sensory) be denied the benefits of, or be otherwise subjected to discrimination.
- (7) This Agreement, consisting of six pages, is the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral or written agreements and discussions.
- (8) At all times, while conducting any activities on WDFW lands under this Agreement, WCA will be in possession of all licenses and permits required by law, and abide by all applicable statutes, ordinances and regulations, including but not limited to, the regulations promulgated by WDFW in Title 232 of the Washington Administrative Code (WAC) and applicable WDFW policies in effect at the time of this Agreement's execution, or thereafter.
- (9) Participation in Similar Activities. This Agreement in no way restricts WDFW or

WCA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

- (10) Dispute resolution. In case of dispute the WDFW and WCA will resolve the matter expeditiously through the respective Project Coordinators or mutually agree to a third party qualified in range ecology and management.

- (11) Termination. Either party may terminate this MOU at any time upon 30 days written notification to the other party.

- (12) WDFW, WCA, current operator, and the independent third party, may upon consultation, change the management plan to meet WDFW habitat or management objectives.

6.0 Project Coordinators:

- (1) WDFW is Jennifer Quan, Telephone Number (360) 902-2508.

- (2) WCA is Jim Sizemore (Alternate WCA contact Jack Field), Telephone Number (509) 925-9871.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

STATE OF WASHINGTON
WDFW OF FISH AND WILDLIFE

Dated: 1-9-08, 2007

By: 

Title: Director

Address: 600 Capitol Way N, Olympia, WA 98501-1091

Telephone: 360.902.2225

WASHINGTON STATE CATTLEMEN'S
ASSOCIATION

Dated: 12/19, 2007

By: Jim Sizemore

Title: President, Washington Cattlemen's Assoc.

Address: 819 Yeacker Lane
Centerville, WA 98613

Telephone: 509-773-3368

Memorandum of Understanding
Approved as to Form
By the Assistant Attorney General
State of Washington