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**AGREEMENT TO UNDERTAKE AN ASSESSMENT TO BE SUBMITTED TO
THE BOARD OF NATURAL RESOURCES**

THIS AGREEMENT is entered into this ____ day of _____, 2012, by and between **WASHINGTON STATE ASSOCIATION OF COUNTIES** ("WSAC") and **PACIFIC COUNTY** ("County").

RECITALS

- A. The Washington State Association of Counties has chartered the Timber Counties Committee to create a forum for County Commissioners, County Council Members, County Executives and county staff within the 29 Timber Counties to interact, discuss, engage and recommend WSAC positions on issues relating to:
- Federal land management, BLM and US Forest Service; and
 - Department of Natural Resources management of Federal Trust lands and "State Forest Lands" held in trust for Washington Counties; and
 - Forest Practices Board regulation and their impacts on counties; and
 - County relations with DNR/USFS; and
 - Wildfire control/management; and
 - Maintaining open communications and interaction with DNR, the Forest Practices Board, The Board of Natural Resources, the US Forest Service, the Bureau of Land Management, as well as the stakeholders associated with these entities; and
 - Providing input to the NACO Public Lands Steering Committee on all issues relevant to Washington's counties.
- B. It is prudent for the Washington State Association of Counties to conduct an "Assessment" of the science on marbled murrelet conservation, including a review of the DNR's September 2008 science team report.

This Assessment shall provide information to assist WSAC and its counties to provide factual comment on:

- a. Proposed long-term conservation strategy for the marbled murrelet for state trust lands being developed by Board of Natural Resources; and
- b. How state trust lands should be managed to fulfill the obligations of the state's HCP for marbled murrelet conservation to maximize the state's fiduciary responsibility to the trust beneficiaries.

Further, there is also the potential that the Assessment may be tailored to assist WSAC and its counties with:

- a. Potential rules being developed by the Board of Natural Resources regarding marbled murrelet; and
 - b. Sustainable harvest calculations being prepared by the Department of Natural Resources; and
 - c. Current and future timber sales being considered by the Board of Natural Resources.
- C. In order to obtain sufficient information to comment on any proposal related to marbled murrelet conservation, it is necessary to obtain an Assessment to guide comment and position development.
- D. WSAC desires to enter into this signed Agreement to commit the County's participation in cost sharing in the development of WSAC's Assessment on how any proposal related to marbled murrelet conservation would occur in conjunction with the states fiduciary responsibility to the trust beneficiaries.

E. WSAC has negotiated an agreement with Environ to conduct the Assessment. The estimated cost of the Assessment, including associated administrative and legal fees will be approximately \$25,000.

F. WSAC is unwilling to undertake the Assessment unless it is assured that its cost will be fully reimbursed by benefitted affected counties.

G. County is willing to pay a share of the Assessment conditioned, however, upon the County's share of the cost not exceed an agreed amount.

H. The parties wish to reduce their agreement to writing in a form consistent with similar agreements between WSAC and other counties; now, therefore,

IT IS AGREED as follows:

1. WSAC contract with Environ to undertake the Assessment conditioned, however, upon there being a sufficient number of participating counties to fully reimburse the cost.

2. Pacific County agrees to reimburse WSAC an estimated amount of \$13,250 (\$12,500 plus \$750 for travel) and shall remit this share of the cost within 30 days of written request for payment by WSAC.

3. WSAC does not guarantee the results of the Assessment; only that it will be used to provide guidance and comment on how any proposal related to marbled murrelet conservation would occur in conjunction with the states fiduciary responsibility to the trust beneficiaries.

4. It is the intent of the parties that this Agreement shall be as flexible as possible to allow for any adjustments in the Assessment to be undertaken. Both parties agree to exercise their best efforts and their good faith in order to carry out this intent.

In the event of any dispute between the parties they agree to meet and confer in good faith to resolve any claim or controversy arising out of or related to this Agreement. If the

parties are not able to resolve such a claim or controversy, then at the request of either party they shall continue to negotiate with the assistance of a mutually acceptable mediator for a period of not less than 30 days following the initial meeting.

EXECUTED IN DUPLICATE on the date and year first above written.

**WASHINGTON ASSOCIATION OF
COUNTIES**

By _____

Name: _____

Title: _____

WSAC

PACIFIC COUNTY

By _____

Name: Lisa Ayers _____

Title: Chairman _____