

FS Agreement No. 23-MU-11083150-272

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
WALTON COUNTY
And The
USDA, FOREST SERVICE
SOUTHERN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Walton County, GA hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Southern Region, hereinafter referred to as the “Forest Service.”

Title: Unmanned Aircraft System Flight Area Agreement

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to authorize the U.S. Forest Service to operate on the land of the Walton County, Georgia to access public airspace in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service, a land and resources management agency of the United States Department of Agriculture, is tasked with the responsibility to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The U.S. Forest Service is highly interested in new technologies and believes there is potential to fly Unmanned Aircraft Systems (UAS) to support a host of natural resource management activities, including forest health protection, wildfire suppression, research, recreational impacts, and law enforcement. Walton County owns several properties near the Region 8 Aviation office that would serve as excellent flight areas for UAS

In consideration of the above premises, the parties agree as follows:

III. COOPERATOR SHALL:

A. Provide access, when engaged in no other commitments, to the U.S. Forest



Service for flight activities on the land owned by Walton County, Georgia. Designate Heritage Park (1000 Heritage Pkwy Between, GA) and Criswell Park (1190 Criswell Road Monroe, GA) as the area for these flights to occur.

IV. THE FOREST SERVICE SHALL:

- A. Notify Walton County no less than one week prior to conducting flight activities.
- B. All UAS activities will be performed by Federal Aviation Administration part 107 certified pilots, under accordance with all applicable Federal aviation regulations, with only USFS approved aircraft.
- C. If Walton County is unable to provide access for certain dates, locations, or times the U.S. Forest Service will not conduct flight operations.
- D. The U.S. Forest Service will leave the site of use in relative same state prior to starting use, picking up trash and debris that may occur during activities

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

- A. 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: John Ward Address: 303 South Hammond Drive Suite 330 City, State, Zip: Monroe, GA 30655 Telephone: 770-267-1301 Email: john.ward@co.walton.ga.us	Name: John Ward Address: 303 South Hammond Drive Suite 330 City, State, Zip: Monroe, GA 30655 Telephone: 770-267-1301 Email: john.ward@co.walton.ga.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Andrew Ruth Address: 460 Briscoe Blvd Suite 101 City, State, Zip: Lawrenceville, GA 30046 Telephone: 540-360-3368 Email: andrew.ruth@usda.gov	Name: Andrew Ruth Address: 460 Briscoe Blvd Suite 101 City, State, Zip: Lawrenceville, GA 30046 Telephone: 540-360-3368 Email: andrew.ruth@usda.gov



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To Cooperator at Cooperator'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.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of Cooperator's products or activities.
- E. 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, 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.



- Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- F. 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.
- G. 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).
- H. 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.
- I. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- J. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- K. 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.
- L. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through June 15, 2023 at which time it will expire.
- M. 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.

JOHN WARD Date
County Manager

PLEZ WEST, Director, R8 Grants & Agreements Date
U.S. Forest Service, Southern Region

The authority and format of this agreement have been reviewed and approved for signature.

Ramon DeLeon Digitally signed by
Ramon DeLeon
Date: 2023.06.15
10:40:20 -04'00'

RAMON DELEON Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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