

FS Agreement No. 17-MU-11020000-018
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
WYOMING STOCK GROWERS ASSOCIATION
AND THE WYOMING WOOLGROWERS ASSOCIATION
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION AND INTERMOUNTAIN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Wyoming Stock Growers Association and Wyoming Woolgrowers Association, hereinafter referred to as "WSGA and WWGA, respectively," and the USDA, Forest Service, Rocky Mountain and Intermountain Regions, hereinafter referred to as the "U.S. Forest Service."

Background: This MOU replaces expired MOU 08-MU-11020000-048, dated August 20, 2008.

Title: Cooperative Program for Management Practices on Rangelands in National Forest and National Grassland Allotments

- I. PURPOSE:** This agreement establishes a cooperative program between the U.S. Forest Service and the WSGA and WWGA for purposes of improving communications, fostering natural resource stewardship, maintaining and improving management practices on rangelands in National Forest and National Grassland allotments, and promoting sustainable livestock grazing to contribute to the economic well-being and stability of local and regional economies. Methods to accomplish this purpose will include, but are not limited to: (1) information sharing, coordination, and exchange of ideas between the WSGA, WWGA and the U.S. Forest Service on a semi-annual basis; (2) demonstration of sound management techniques and innovative management alternatives on allotments or specifically designated areas; (3) educational and informational programs and publications; (4) local representation for the purpose of fostering open communication between permittees and U.S. Forest Service representatives; (5) when appropriate, inclusion of technical advisors from the University of Wyoming and other institutions or agencies; and, (6) when appropriate, use of conflict resolution tools including coordinated resource management (CRM) and the State certified mediation program.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

1. Promote greater understanding of rangeland values, including livestock and big game forage, wildlife habitat, soil and watershed condition, aquatic habitats, and recreation; and greater understanding of the positive contribution of properly managed livestock grazing to healthy rangeland condition.
2. Manage resource conditions consistent with environmental, social, economic, and cultural values.
3. Provide for communication on policies and issues affecting livestock management on National Forests and National Grasslands, and on management practices and guidelines which affect grazing management.
4. Resolve conflicts between permittees and the Forest Service in a manner which is equitable and achieves acceptable resource management, in compliance with Forest Land and Resource Management Plans while maintaining the economic viability of the permittee's grazing program.
5. Cooperate to ensure that National Forest and National Grassland rangelands continue to contribute to the long-term economic and social well-being of local communities and the nation.

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

III. WSGA AND WWGA SHALL:

1. Keep the U.S. Forest Service aware of livestock industry concerns with proposed changes in U.S. Forest Service regulations, policy, or management that might affect the rangeland management program.
2. Encourage members of the livestock industry to foster stewardship and good resource management on National Forest and National Grassland rangelands.
3. Assist in fostering a climate for the resolution of disputes between permittees and the U.S. Forest Service.
4. Serve as a vehicle for the two-way flow of information between the U.S. Forest Service and members of the livestock industry.
5. Organize tours and educational efforts cooperatively with the U.S. Forest Service to observe and evaluate rangeland management in accordance with provision V.F.



- 6. Provide appropriate recognition to U.S. Forest Service employees who demonstrate exemplary performance in achieving rangeland objectives through cooperative working relationships with livestock permittees.

IV. THE U.S. FOREST SERVICE SHALL:

- 1. Keep WSGA and WWGA aware of proposed changes in regulations, policy, or management that might affect the rangeland management program.
- 2. Identify situations where the WSGA and WWGA could assist in fostering a climate for resolution of disputes.
- 3. Encourage Forest Service employees to establish good communication with members of the livestock industry at the local level to foster stewardship and achieve good resource management.
- 4. Work cooperatively with the WSGA and WWGA to identify alternative management strategies that provide creative solutions to complex resource management problems.
- 5. Organize tours and educational efforts cooperatively with the WSGA and WWGA to observe and evaluate rangeland management in accordance with provision V.F.
- 6. Provide appropriate recognition to members of the livestock industry for exemplary stewardship of National Forest and National Grassland rangelands.

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: Jim Magagna, WSGA Address: 113 E. 20 th Street City, State, Zip: Cheyenne, WY, 82003 Telephone: 307-638-3942 email: jim@wsga.	Name: Dani Wiblemo, WSGA Address: 113 E. 20 th St. City, State, Zip: Cheyenne, WY 82003 Telephone: FAX: Email: dani@wsga



Cooperator Program Contact	Cooperator Administrative Contact
Name: Amy W. Hendrickson, WWGA Address: 811 North Glenn Rd. City, State, Zip: Casper, WY 82602 Telephone: 307-265-5250 email: amy@wwga.org	Name: Amy W. Hendrickson, WWGA Address: 811 North Glenn Rd. City, State, Zip: Casper, WY 82602 Telephone: 307-265-5250 FAX: Email: amy@wwga.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service R2 Program Manager Contacts	U.S. Forest Service Administrative Contact
Name: Steve Lohr Address: 740 Simms St City, State, Zip: Golden, CO 80401 Telephone: 303-276-5014 FAX: Email: slohr@fs.fed.us	Name: Rebecca Cuthbertson Address: 740 Simms St. City, State, Zip: Golden, CO 80401 Telephone: 303-275-5068 FAX: 303-275-5453 Email: rcuthbertson@fs.fed.us

U.S. Forest Service R4 Program Manager Contacts	U.S. Forest Service Administrative Contact
Name: Terry Padilla Address: 324 25 th St. City, State, Zip: Ogden, UT 84401 Telephone: 801-540-5536 FAX: Email: tpadilla@fs.fed.us	Name: Janice Richardson Address: 324 25 th St. City, State, Zip: Ogden, UT 84401 Telephone: 801-625-5796 FAX: Email: janicerichardson@fs.fed.us

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement WSGA or WWGA acknowledges that it: 1) does not have a tax delinquency, meaning



that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If WSGA or WWGA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds WSGA or WWGA has expended in violation of sections 433 and 434.

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

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

To WSGA and WWGA, at WSGA and WWGA '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.

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

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for WSGA and WWGA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. 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.
- I. 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).
- J. 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.
- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. WSGA and WWGA is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



"The Rocky Mountain Region and Intermountain Region of the U.S. Forest Service, Department of Agriculture and WSGA and WWGA have established a cooperative program for purposes of improving communications, fostering natural resource stewardship, maintaining and improving management practices on rangelands in National Forest and National Grassland allotments."

WSGA and WWGA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. WSGA and WWGA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WSGA and WWGA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WSGA and WWGA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. WSGA and WWGA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the



federal government according to the terms of 2 CFR Part 180. Additionally, should WSGA and WWGA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- P. 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.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five years from that date of signature at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- R. 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.

Neils Hansen 1/17/2017
 NEILS HANSEN, PRESIDENT
 WYOMING STOCK GROWERS ASSOCIATION

Date

Kay Neves 1-17-2017
 KAY NEVES, PRESIDENT
 WYOMING WOOL GROWERS ASSOCIATION

Date

Brian Ferabee 1/17/17
 BRIAN FEREBEE, REGIONAL FORESTER
 U.S. FOREST SERVICE, ROCKY MOUNTAIN
 REGION

Date



Nora B. Rasum

1-17-17

NORA RASURE, REGIONAL FORESTER
U.S. FOREST SERVICE, INTERMOUNTAIN
REGION

Date

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

Rebecca Cuthbertson

1/12/17

REBECCA CUTHBERTSON
U.S. FOREST SERVICE
GRANTS MANAGEMENT SPECIALIST

Date

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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.