

MEMORANDUM OF UNDERSTANDING FOR THE IMPLEMENTATION OF THE
WYOMING RANGELAND HEALTH ASSESSMENT PROGRAM
AMONG WYOMING DEPARTMENT OF AGRICULTURE,
WYOMING OFFICE OF STATE LANDS AND INVESTMENTS,
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICES,
ROCKY MOUNTAIN REGION AND INTERMOUNTAIN REGION
(FOREST SERVICE AGREEMENT NUMBER 17-MU-11020000-009),
AND
UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND
MANAGEMENT

1. **Parties.** The Parties to this Memorandum of Understanding [MOU] are the Wyoming Department of Agriculture [WDA], whose address is: 2219 Carey Avenue, Cheyenne, Wyoming 82002; the Wyoming Office of State Lands and Investments, [OSLI] whose address is: 122 West 25th Street, Herschler Building, 3rd Floor West, Cheyenne, Wyoming, 82001; United States Department of Agriculture, Forest Services, whose addresses are: Rocky Mountain Region, 740 Simms St, Golden, CO 80401 and Intermountain Region, 324 25th Street, Ogden, UT 84401 [FS]; and the United States Department of Interior, Bureau of Land Management [BLM], whose address is: 5353 Yellowstone Road, Cheyenne, Wyoming, 82009 (The above parties will be collectively referred to as the Parties).
2. **Purpose.** The primary purpose of this MOU is to increase the level of participation and cooperation between the Parties to perform rangeland health assessments including rangeland monitoring on Wyoming rangelands (Program). This means making it a priority to provide people and resources for the effort and ensuring that permittees, lessees or landowners are able to conduct cooperative monitoring and field assessment with the federal and state agency personnel on their allotment(s).

The Parties to this MOU believe cooperative rangeland monitoring is an important tool to help manage livestock grazing on lands administered by federal and state agencies and to maintain or achieve desired range conditions. Such a monitoring program involving the exchange of information benefits the collection, analysis and interpretation of monitoring information through the cooperation of public and private interests.

The Parties also believe that analysis of data and conclusions about resource condition at the allotment level should be principally based on facts and data collected on the ground, using the best scientific techniques available. There is a need to utilize the professional judgments of rangeland resource professionals. Evaluation and interpretation of the information will also be complemented by the current and historic knowledge and practical experience of the permittees, lessees, or landowners.

This MOU is intended to provide a framework for the data to be collected, analyzed, shared with the public, and used by permittees, lessees, or landowners, the state and federal agencies to support land management decisions.

3. Mutual Benefits and Interests of the Parties

- A. They will benefit by realizing an increase in the number of allotments or acres being monitored.
- B. They have a mutual interest in the establishment of consistent monitoring protocols, data collection processes, and reporting methods for each area encompassed by the Program.
- C. They have an interest in helping permittees, lessees, or landowners on-the-ground remain sustainable.
- D. The natural resources will benefit by management practices implemented as a result of the information obtained through this cooperative effort.
- E. They, and especially the State of Wyoming, will benefit from having better knowledge of the condition of their:
 - (i) Resources;
 - (ii) Open space; and
 - (iii) Local communities' economic stability.

4. Authorities

- A. **BLM:** Title 43 Code of Federal Regulations Part 4100; The Taylor Grazing Act of 1934, as amended, 43 U.S.C. § 315 et seq.; The Federal Land Policy and Management Act of 1976, as amended, 43 U.S.C. § 1701 et seq.; The Public Rangelands Improvement Act of 1978, 43 U.S.C. § 1901 et seq.; The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq.; and Other laws, public land orders, executive orders, or agreements that relate to the Secretary of the Interior's authority to administer livestock grazing on specified lands and their inventory, monitoring, assessment, and evaluation.
- B. **FS:** The Forest Service has authority to enter into and engage in the activities described in this MOU under the laws of the United States and the regulations of the Secretary of Agriculture. These authorities include 36 CFR Part 222 Grazing and Livestock Use on the National Forest System; the National Forest Management Act of 1976; the Public Rangelands Improvement Act of 1978; 16 U.S.C. §§ 1331-1340; the Multiple Use Sustained Yield Act of 1960; and the National Environmental Policy Act of 1970.
- C. **WDA:** The WDA has the authority to enter into and engage in the activities described in this MOU per Wyo. Stat. §§ 11-2-201 through 208.

5. **Term, Amendment, and Termination.** This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force for five (5) years from the effective date of this MOU. This MOU may be amended upon written request of any party and subsequent written concurrence of the other parties. This MOU may be terminated, without cause, by any party to this MOU upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail.

6. **Roles and Responsibilities of all the Parties.** The Parties agree to:

- A. Publicize and support the goals and objectives of the Program among the permittees, lessees, or landowners in the State of Wyoming.
- B. Continue to carry out their own separate activities in a coordinated and mutually beneficial manner with the other Parties.
- C. Handle their own activities and utilize their own resources, including the expenditure of their own funds in pursuing the Program's goal and objectives.
- D. Identify priority areas (i.e. allotments, watersheds, landscapes) where additional monitoring data is needed or where additional monitoring data collected and analyzed by permittees, lessees, or landowners and land management agencies can supplement current monitoring efforts.
- E. Contact permittees, lessees, or landowners and encourage them to be an active partner in the Program.
- F. Work cooperatively to provide an annual status report to the WDA on the Program's activities over the course of the preceding calendar year.
- G. Work cooperatively with each other and the permittees, lessees, or landowners participating in the Program to develop allotment monitoring plans and ranch monitoring plans. Development of monitoring plans should consider the items listed in the WDA's Program Rules, which are on file with the Wyoming Secretary of State.
- H. Work cooperatively to improve the consistency of range monitoring protocols, data standards, and data management.
- I. When possible, coordinate with the Natural Resources Conservation Service with respect to performing soil surveys and vegetation correlation at sites selected for the Program.

7. **Responsibilities of the WDA.** The WDA agrees to:

- A. Administer the Program.

B. Through the Program, strive to get the cooperation and participation of the: University of Wyoming; state agencies; county governments; federal agencies; and private landowners in the assessment of the condition or health of Wyoming grazing lands and monitoring of resource management objectives.

C. Adopt rules necessary to implement the Program.

8. **Responsibilities of the OSLI.** The OSLI agrees to:

A. Collect Program data on lands managed by the OSLI pursuant to the WDA's Program Rules and Regulations. The collected Program data shall be processed following current OSLI policies and regulations. After the Program data is verified and accepted, it shall be placed in the OSLI official record and be given the same consideration as any other verified and accepted data.

B. Conduct written assessments, evaluations and determinations, in accordance with OLSI rules and policies, on whether its administered lands meet OLSI's rangeland health goals and objectives.

9. **Responsibilities of the FS.** The FS agrees to:

A. Collected Program data shall be processed following current FS policies and regulations. After the Program data is verified and accepted, it shall be placed in the FS official record and be given the same consideration as any other verified and accepted data.

B. Conduct written assessments, evaluations and determinations in accordance with its policies and regulations on whether its administered lands meet FS's rangeland health assessment conditions.

10. **Responsibilities of the BLM.** The BLM agrees to:

A. Collected Program data shall be processed following current BLM policies and regulations. After the Program data is verified and accepted, it shall be placed in the BLM official record and be given the same consideration as any other verified and accepted data.

B. Conduct written assessments, evaluations and determinations in accordance with its policies and regulations on whether its administered lands meet the Wyoming Standards for Healthy Rangelands.

11. **Compliance with Applicable Laws and Regulations; Severability Clause.** This MOU is subject to all applicable Federal laws, regulations and rules, whether now in force or hereafter enacted or promulgated and Wyoming law. Nothing in this MOU shall be construed as in any way impairing the general powers of any party hereto under such

applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, either party may terminate this MOU. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

12. Principal Contacts. The Parties' principal contacts for this MOU are:

i. Wyoming Department of Agriculture

Chris Wichmann
2219 Carey Avenue, Cheyenne, WY, 82002
307-777-6579, chris.wichmann@wyo.gov

ii. Office of State Lands and Investments

Ben Bump, Assistant Director
122 West 25th Street, Herschler Building, 3rd Floor West, Cheyenne, WY, 82001
307-777-6545, email benjamin.bump@wyo.gov

iii. United States Department of Agriculture, Forest Service

Steve Lohr, Director of Renewable Resources
740 Simms Street
Golden, CO 80401
303-275-5014, email slohr@fs.fed.us

Terry Padilla, Regional Range Program Manager
324 25th Street
Ogden, UT 84401
801-625-5518, email tpadilla@fs.fed.us

iv. United States Department of Interior, Bureau of Land Management,

Mark Goertel
Rangelands Management Specialist
5353 Yellowstone Road, Cheyenne, WY, 82009,
307-775-6194, email mgoertel@blm.gov

13. General Provisions.

- A. Entirety of MOU.** This MOU, consisting of nine (9) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
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B. Prior Approval. This MOU shall not be binding upon any party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as by all parties.

C. 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, 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, 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, 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.

D. Third Party Beneficiary Rights. The parties do not intend to create in any other individual entity the status of third party beneficiary and this agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this agreement shall operate only between the parties to this agreement, and shall inure solely to the benefit of the parties to this agreement. The provisions of this agreement are intended only to assist the parties in determining and performing their obligations under this agreement.

E. Indemnification. Each party to this MOU shall assume the risk of any liability arising from its own conduct. None of the Parties agree to insure, defend or indemnify any of the other parties.

14. Special Provisions.

A. Debarment and Suspension. The Parties shall immediately inform the FS if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with federal government according to the terms of 2 CFR Part 180. Additionally, should the Parties or any of their principals

receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify the FS without undue delay. This applies where the exclusion, debarment, or suspension is voluntary or involuntary.

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- B. Endorsement.** Any of the Parties contributions made under this MOU do not by direct reference or implication convey FS endorsement of the Parties products or activities.
- C. Freedom of Information Act [FOIA].** Any information collected and furnished to the Forest Service or BLM under this MOU is subject to the Freedom of Information Act (5 U.S.C. § 552). 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. § 522).
- D. Nondiscrimination Statement – Printed, Electronic, or Audiovisual Material.** The Parties 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.
- i.** “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.)
 - ii.** “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.”
 - iii.** 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."
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- E. Notices.** Any communications affecting the operations covered by this agreement given by the FS or the Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail to the addresses specified in Section 12 and:
- i.** To the FS Program Manager, at the address specified in the MOU.
 - ii.** To WDA, at WDA’s address shown in the MOU or such other address designated within the MOU.

iii. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. ~~Members of U.S. Congress.~~ Pursuant to 41 U.S.C., no U.S. member of or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

G. Participation in Similar Activities. The MOU in no way restricts any party from participating in similar activities with other public or private agencies, organizations and individuals.

H. Public Notices. It is the FS's policy to inform the public as fully as possible of its programs and activities. Parties is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

WDA may call on the FS's Office of Communication for advice regarding public notices. WDA is requested to provide copies of notices or announcements to the FS Program Manager and to The FS's Office of Communications as far in advance of release as possible.

I. Third Party Participation in the Program. While recognizing that the Parties have a responsibility to coordinate, consult and communicate with many different entities concerning management of the lands administered by the OSLI, the FS and the BLM, this MOU only addresses the interaction among WDA, OSLI, FS, and BLM as it pertains to the Program.

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 parties, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOV's when driving on official Government business or when performing any work for or on behalf of the Government.


FS Acknowledged in Publications, Audiovisuals, and Electronic Media. The Parties shall acknowledge FS's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

K. Use of FS Insignia. In order for the Parties to use the FS audiovisual production, permission must be granted from the FS'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

15. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

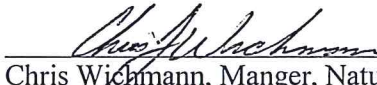
The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF AGRICULTURE



Doug Miyamoto, Director

4-3-17
Date



Chris Wichmann, Manger, Natural Resources & Policy

4-3-17
Date

OFFICE OF STATE LANDS & INVESTMENTS

Bridget Hill, Director

Date

USDA, FOREST SERVICE

Brian Ferebee, Rocky Mountain Regional Forester

Date

Nora Rasure, Intermountain Regional Forester

Date

US DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT



Mary Jo Rugwell, Wyoming State Director

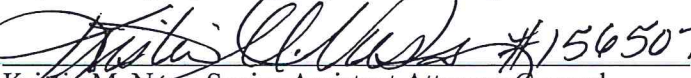
03-31-17
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Susan G. O'Brien, Senior Assistant Attorney General
Representing Wyoming Department of Agriculture

2-14-17
Date



Kristin M. Nuss, Senior Assistant Attorney General
Representing State Lands & Investments

02-14-17
Date

**The authority and format of this instrument has been
Reviewed and approved for signature.**

Rebecca Cuthbertson
Rocky Mountain Region - Forest Service Grants and Agreements Specialist

Date

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OFFICE OF STATE LANDS & INVESTMENTS

Bridget Hill

Bridget Hill, Director

2/22/17

Date

USDA, FOREST SERVICE

Brian Ferebee, Rocky Mountain Regional Forester

Date

Nora Rasure, Intermountain Regional Forester

Date

US DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT

Mary Jo Rugwell, Wyoming State Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Susan G. O'Brien 156507

Susan G. O'Brien, Senior Assistant Attorney General
Representing Wyoming Department of Agriculture

2-14-17

Date

Kristin M. Nuss #156507

Kristin M. Nuss, Senior Assistant Attorney General
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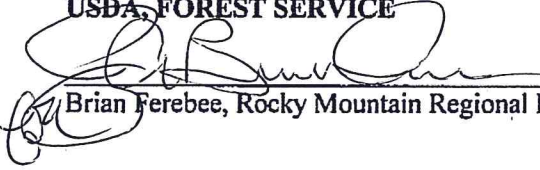
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Bridget Hill, Director

Date

USDA, FOREST SERVICE



Brian Ferebee, Rocky Mountain Regional Forester

3/9/17
Date

Nora Rasure, Intermountain Regional Forester

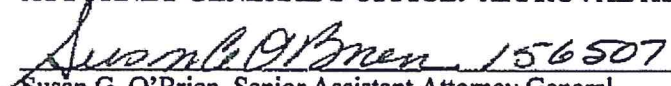
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2/27/17
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Chris Wichmann, Manger, Natural Resources & Policy

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OFFICE OF STATE LANDS & INVESTMENTS

Bridget Hill, Director

Date

USDA, FOREST SERVICE

Brian Ferebee, Rocky Mountain Regional Forester

Date

Mona Beattie

Per Nora Rasure, Intermountain Regional Forester

2-28-2017

Date

US DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT

Mary Jo Rugwell, Wyoming State Director

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