MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND THE
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND THE
DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This Memorandum of Understanding (MOU) is made and entered into by and between the U. S. Department of the Interior, Bureau of Land Management, hereinafter referred to as the BLM, the U. S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the U. S. Department of Agriculture, Forest Service, hereinafter referred to as FS, collectively referred to as the Parties.

I. PURPOSE

The purpose of this MOU is to provide a collaborative framework for the BLM, NRCS, and FS to accomplish common goals related to the conservation of the Greater Sage-Grouse and its habitat. The six major collaborative components of this MOU are to:

1. Control invading conifers in mutually agreed upon priority watersheds.
2. Implement practices across landownerships designed to reduce the risk of fire and invasive species as identified by the Fire and Invasive species Assessment Tool (FIAT) in the Great Basin, and in the Rocky Mountain States when similar tools become available.
3. Restore and enhance wet meadow habitats in mutually agreed upon priority watersheds.
4. Develop science tools that refine delivery of priority conservation practices, jointly track implementation, assess benefits of such practices, and quantify resulting biological outcomes
5. Coordinate communications to amplify outcomes achieved in conservation.
6. Coordinate, where appropriate, the planning and implementation of range structural improvements.

II. BACKGROUND

In September 2015, the Fish and Wildlife Service announced that, based in part on unprecedented collaboration between federal, state and private stakeholders, listing the Greater Sage-Grouse under the Endangered Species Act was not warranted. Continued success for sage-grouse and sagebrush-steppe conservation is predicated on our ability to further reduce threats by implementing beneficial on-the-ground conservation actions. Commingled public-private land ownership through the West requires collaboration between partners to implement conservation actions.

The NRCS created the Sage Grouse Initiative (SGI) to voluntarily reduce threats facing sage-grouse and ranching on private lands. SGI focuses on the shared vision of wildlife conservation through sustainable ranching, providing win-win solutions for ranchers, sage-grouse and 350 other sagebrush obligate species. The SGI has strategically conserved 4.4 million acres of land
on 1,129 ranches across 11 western states since 2010. In 2015, NRCS committed another $211 million for SGI through 2018 to continue to conserve and restore the sagebrush-steppe.

The BLM and FS recently completed an unprecedented effort to identify measures for the conservation of the Greater Sage-Grouse and the sagebrush-steppe through revisions and amendments to 98 resource management plans (RMPs) and land management plans (LMPs). During the RMP/LMP planning process the BLM and FS also initiated an assessment of fire and invasive species and their effects on sage-grouse and the sagebrush-steppe. This effort, known as FIAT, is providing a strategic framework for partners to reduce the threat of wildfire and invasive species. The Records of Decision (RODs) were signed in September 2015; the BLM and FS are now shifting from RMP and LMP planning to implementation of landscape scale on-the-ground conservation.

III. STATEMENT OF MUTUAL BENEFIT AND INTEREST

Given the mixed private and federal landownership pattern across the sage-grouse range, it is of mutual interest for the BLM, NRCS and FS to work together to jointly target and implement specific conservation practices to improve and protect valuable sagebrush-steppe habitat. Specifically, removing invading conifers, preventing the spread of invasive weeds and catastrophic wildfire across the sage-grouse range using tools such as those developed through the FIAT process, and restoring important wet meadow habitats are joint priorities. Further, the BLM, NRCS and FS will benefit from additional decision-support tools to help strategically implement such conservation measures, while outcome-based evaluations will track wildlife and habitat response to conservation practices. Additional communication capacity will assist with information transfer and continue to build partner support.

IV. AUTHORITIES

This MOU is consistent with all applicable laws and Executive Orders. In addition, all activities implemented through this MOU will be completed in conformance with applicable RMPs and LMPs.

V. NRCS SHALL

1. Collaborate with BLM and FS to implement mutually agreed upon priority projects.

2. Use resources identified in the SGI 2.0 investment strategy to facilitate accomplishing agreed upon projects.

3. Meet as needed with BLM, FS, and other partners to further develop FIAT and other tools to enhance delivery.

4. Coordinate with private landowners that are interested in implementing actions that cross ownership boundaries and address mutually agreed upon priority resource concerns.

VI. BLM SHALL

1. Collaborate with NRCS and FS to implement mutually agreed upon priority projects.

2. Identify BLM programs (Invasive Species, Fire, etc.) that would facilitate accomplishing agreed upon projects.
3. Provide leadership for the planning, implementation and monitoring of projects or administrative studies undertaken on BLM administered lands pursuant to this MOU

VII. FS SHALL

1. Collaborate with NRCS and BLM to implement mutually agreed upon priority projects

2. Identify FS programs (Invasive Species, Fire, etc.) that would facilitate accomplishing agreed upon projects.

3. Provide leadership for the planning, implementation and monitoring of projects or administrative studies undertaken on National Forest System lands pursuant to this MOU

VIII. ALL PARTIES SHALL

1. Collaborate on the implementation of invasive conifer removal in mutually agreed upon priority areas and work together to track conservation outcomes to such treatments.

2. Implement FIAT in the Great Basin and continue to develop similar tools that will enhance conservation of private and public lands in Rocky Mountain States.

3. Collaborate on the restoration and enhancement of mutually agreed upon wet meadow habitats and work together to track conservation outcomes of such treatments.

4. Jointly develop consistent specifications for mutually identified priorities (i.e., fuel breaks, conifer removal).

5. Meet at least twice annually to reassess priorities, review accomplishments, and develop proposed actions.

6. Provide technical and/or administrative support for the implementation of projects and planning related to this MOU.

IX. GENERAL PROVISIONS

It is mutually agreed and understood by and between the Parties that

1. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

2. This MOU does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit any agency activities beyond the scope of its mission and authorities under its organic statutes.

3. All agencies and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU.

4. Nothing in this MOU creates an exclusive relationship or constrains the ability of any of the Parties to work with other entities and stakeholders in furthering sagebrush-steppe conservation.
5. Nothing in this MOU shall obligate any party to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all statutes and regulations.

6. Any information furnished to NRCS from BLM or FS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

7. Personal client information relating to NRCS assistance or USDA programs will be held by NRCS, BLM, and FS personnel to be private and confidential in accordance with Section 1619 (7 U.S.C. § 8791, Exhibit X) of the Food, Conservation, and Energy Act of 2008 (Public Law 110-234, H.R.2419, 122 Stat. 923) and the Freedom of Information Act (5 U.S.C. § 552) or current USDA policy. To the extent provided by statutes, the BLM and FS will protect such information as confidential including and not limited to commercial, financial, geologic, or geophysical data furnished by or obtained from any person.

8. Each party will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Parties’ liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

9. All activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statues namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. In addition, all activities and programs shall be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from USDA or any agency thereof.

10. All activities conducted under this MOU shall be in compliance with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

11. This MOU takes effect upon the signature of the BLM, FS and NRCS and shall remain in effect for five years from the date of signature unless it is superseded or terminated. This MOU may be extended or amended upon written agreement of all parties. The BLM, FS or NRCS may terminate this MOU for any reason without penalty or further obligation with a 60-day written notice to the other parties.
X. EFFECTIVE DATE

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the last written date below.

U.S. Department of Agriculture
Natural Resources Conservation Service

[Signature]
Jason Weller, Chief
Natural Resources Conservation Service

DATE
4/21/16

U.S. Department of the Interior
Bureau of Land Management

[Signature]
Steven A. Ellis, Deputy Director, Operations
Bureau of Land Management

DATE
2/19/16

U.S. Department of Agriculture
Forest Service

[Signature]
For
Thomas L. Tidwell, Chief
USDA Forest Service

DATE
3.7.2016

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

[Signature]
WILLIS S MITCHELL, JR
U.S. Forest Service Grants Management Specialist

DATE
2/18/16

BLM-MOU-WO-230-2016-05