

WYOMING DEPARTMENT OF AGRICULTURE
2219 CAREY AVENUE
CHEYENNE, WYOMING 82002
(307) 777-7321

RANGELAND HEALTH ASSESSMENT PROGRAM (RHAP)
PRIVATE LANDS AGREEMENT

This agreement dated this _____ day of _____, _____ between _____, hereinafter (“Contracting Agent,” and _____, landowner, hereinafter referred to as “Landowner,” is entered by and between the parties (hereinafter Parties) for the purpose of collecting scientifically valid or “credible” data pertaining to rangeland health in Wyoming.

WHEREAS, the purpose of this agreement is to facilitate the gathering and collection of credible rangeland monitoring data, the Parties hereby recite the following:

The Landowner desires to assess the health of his/her/their rangeland through rangeland monitoring activities and assessments;

The Landowner desires to use the information as the landowner sees fit;

The Contracting Agent desires to obtain information pertaining to the health of rangeland in the State in order to have the necessary information to successfully defend and negotiate agriculture sustainability;

The Contracting Agent will not use the data for any action which is not voluntary on the part of the Landowner; and

The Parties understand that the rangeland health assessment data and information collected on private agriculture lands is subject to the Wyoming Public Records Act, Wyoming Statute § 16-4-201, et seq..

IT IS HEREBY AGREED AS FOLLOWS:

This agreement commences on _____, and the Parties shall be bound to their promises as outlined below.

1. The Landowner:

A. Agrees to granting access to _____

_____ for the specific and limited purpose of conducting rangeland health assessment activities thereon. The Landowner agrees to allow the Contracting Agent to access the privately owned property described above during the period of time beginning _____ and ending _____. Nothing in this agreement shall be construed as providing access to the Landowner's lands for any other purpose, nor shall the agreement be construed to provide the Contracting Agent with perpetual permission for access.

B. Agrees and understands that the rangeland health data collected on private property owned by the landowner will be retained by the landowner and/or Contracting Agent of this RHAP Private Lands Agreement.

2. The Contracting Agent:

A. Agrees to conduct rangeland health assessment activities pursuant to Wyoming Statute § 11-2-207. The rangeland health data shall be collected under an accepted sampling and analysis plan (SAP), which includes applicable quality control (QC) and quality assurance (QA) measures to ensure the data collected is scientifically valid, or "credible" rangeland health data. "Credible data" means scientifically valid chemical, physical and biological monitoring data collected under an accepted sampling and analysis plan, including quality control, quality assurance procedures and available historical data.

B. The Agency shall not charge a fee to the Landowner.

C. The Contracting Agent cooperating, coordinating and consulting with the Landowner will develop and provide to the WDA, for their review and consent, a Monitoring Plan for the RHAP Project.

D. The Contracting Agent shall not charge a fee to the Landowner.

E. The Contracting Agent will retain a copy of the rangeland health data and provide update and final reports therefrom concerning the progress of the project to the WDA to be kept in the official WDA RHAP files. The WDA is subject to the public disclosure requirements of the Wyoming Public Records Act.

F. In the instance any person, organization, government official or government agency files a public records act disclosure request for the rangeland health data collected on privately owned

agricultural lands , the Contracting Agent upon such a request will provide to the Landowner written notification and a copy of the request.

- G. The Contracting Agent agrees the Landowner may at any time revoke the access privileges granted to it under this agreement; and invoke the return of any rangeland health assessment data and information in the keeping of the Contracting Agent.

WITNESS our hands and seals this _____ day of _____, _____.

Contracting Agent Representative

Landowner