

**MEMORANDUM OF UNDERSTANDING FOR THE  
IMPLEMENTATION OF THE WYOMING RANGELAND HEALTH ASSESSMENT  
PROGRAM (PROGRAM)  
AMONG WYOMING DEPARTMENT OF AGRICULTURE,  
WYOMING OFFICE OF STATE LANDS AND INVESTMENTS,  
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
ROCKY MOUNTAIN REGION AND INTERMOUNTAIN REGION  
AND  
UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND  
MANAGEMENT**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between 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 25<sup>th</sup> Street, Herschler Building, 3<sup>rd</sup> Floor West, Cheyenne, Wyoming, 82001, United States Department of Agriculture, Forest Service [FS], whose addresses are: Rocky Mountain Region, 740 Simms St, Golden, CO 80401 and Intermountain Region, 324 25th Street, Ogden, UT 84401, and the United States Department of Interior, Bureau of Land Management [BLM], whose address is: 5353 Yellowstone Road, Cheyenne, Wyoming, 82009 (The above parties are hereafter 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. This means making it a priority to provide people and resources for the effort and ensuring that permittees/lessees/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. At times, there is a need to utilize the professional judgments of rangeland resource professionals. To evaluate and interpret all of the information available to accomplish allotment/lease objectives, the current and historic knowledge and practical experience of the permittees/lessees/landowners is also necessary.

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

3. **Term of MOU.** 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.
  
4. **Payment.** This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.
  
5. **Mutual Benefits and Interests.** The Parties agree that:
  - A. They will benefit by realizing an increase in the number of allotments/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/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.

6. **Responsibilities of all the Parties.**

The Parties agree to:

- A. Publicize and support the goals and objectives of the Program among the permittees/lessees/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/landowners and land management agencies can supplement current monitoring efforts.
- E. Contact permittees/lessees/landowners and encourage them to be an active partner in the Program.
- F. Add additional allotments each year, to the maximum extent feasible given the limits of available resources.
- G. Work cooperatively to provide an annual status report to the WDA on the Program's activities over the course of the preceding calendar year.
- H. Work cooperatively with each other and the permittees/lessees/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.
- I. Work cooperatively to improve the consistency of range monitoring protocols, data standards, and data management.
- J. 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. Any Program data collected on lands managed by the OSLI shall be collected pursuant to the WDA's Program Rules and Regulations, Chapter fifteen (15). The collected Program data shall be collected and 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 OSLI rules and policies, on whether its administered lands meet OSLI's rangeland health goals and objectives.

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

- A. Any Program data collected on lands managed by the FS shall be collected pursuant to the WDA's Program Rules and Regulations, Chapter fifteen (15). The collected Program data shall be collected and 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. Any Program data collected on lands managed by the BLM shall be collected pursuant to the WDA's Program Rules and Regulations, Chapter fifteen (15). The collected Program data shall be collected and 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. **Special Provisions.**

- A. **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).
- B. **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.
- C. **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, BLM as it pertains to the Program.
- D. **Principal Contacts.** The Parties' principal contacts for this MOU are:

- (i) **Wyoming Department of Agriculture**

- Leanne Stevenson  
2219 Carey Avenue, Cheyenne, WY, 82002  
307-777-6579, [leanne.stevenson@wyo.gov](mailto:leanne.stevenson@wyo.gov)

- (ii) **Office of State Lands and Investments**

- Mike Henn  
122 West 25<sup>th</sup> Street, Herschler Building, 3rd Floor West,  
Cheyenne, WY, 82001  
307-777-6525, email [mhenn@wyo.gov](mailto:mhenn@wyo.gov)

- (iii) **United States Department of Agriculture, Forest Service**

- Rangelands Program Manager  
Bighorn National Forest, 2013 Eastside 2nd Street,  
Sheridan, WY 82801, 307-674-2600.

- Rangelands Program Manager  
Black Hills National Forest, 1019 North 5<sup>th</sup> Street, Custer,  
SD 57730, 605-673-9200.

Rangelands Program Manager  
Bridger-Teton National Forest, 25 Rosencrans Lane,  
Jackson, WY 83001, 307-739-5500.

Rangelands Program Manager  
Medicine Bow/Routt National Forest, 2468 Jackson  
Street, Laramie, WY 82070, 307-745-2300.

Rangelands Program Manager  
Shoshone National Forest, 203A Yellowstone Avenue,  
Cody, WY, 82414, 307-527-6241.

(iv) **United States Department of Interior, Bureau of Land Management,**

Rangelands Management Specialist  
5353 Yellowstone Road, Cheyenne, WY, 82009,  
307-775-6256.

12. **General Provisions.**

- A. **Amendments.** Any party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties to this MOU shall be incorporated by written instrument, executed and signed by all Parties to this MOU.
- B. **Applicable Law.** This MOU is not intended to, and does not, create any right, benefit or trust obligation, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, instrumentalities or entities, its officers, employees or agents, or the State of Wyoming, its departments, agencies instrumentalities or entities, its officers, employees or agents, or any other person.
- C. **Entirety of MOU.** This MOU, consisting of ten (10) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **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 to form by all Parties.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any of the parties may renegotiate the terms affected by the severance.

- F. Sovereign Immunity.** The State of Wyoming, WDA, OSLI, FS and BLM do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- H. 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.
- I. Non-Liability.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- J. Notices.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service the Parties 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 the Parties at the Party'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.
- K. Endorsement.** Any of the Parties contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Parties products or activities.
- L. 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.

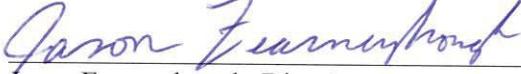
- M. Member of U.S. Congress.** Pursuant to 41 U.S.C., no U.S. member of or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- N. U.S. Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media.** The Parties shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. Debarment and Suspension.** The Parties 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 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 U.S. Forest Service without undue delay. This applies where the exclusion, debarment, or suspension is voluntary or involuntary.

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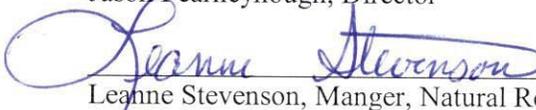
13. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

**WYOMING DEPARTMENT OF AGRICULTURE**

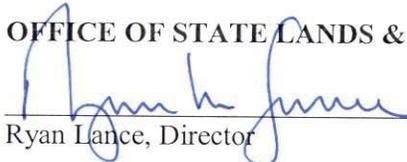
  
\_\_\_\_\_  
Jason Fearneyhough, Director

5/4/11  
Date

  
\_\_\_\_\_  
Leanne Stevenson, Manger, Natural Resources & Policy

4-19-11  
Date

**OFFICE OF STATE LANDS & INVESTMENTS**

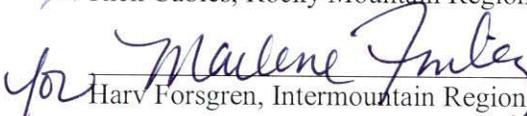
  
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Ryan Lance, Director

5/4/11  
Date

**USDA, FOREST SERVICE**

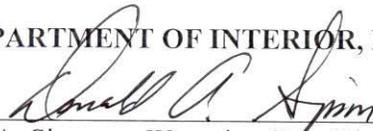
  
\_\_\_\_\_  
for Rick Cables, Rocky Mountain Regional Forester

4/27/11  
Date

  
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for Harv Forsgren, Intermountain Regional Forester

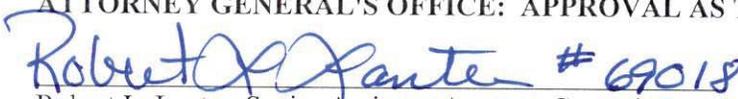
4/29/11  
Date

**US DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT**

  
\_\_\_\_\_  
Donald A. Simpson, Wyoming State Director

5/4/11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Robert L. Lanter, Senior Assistant Attorney General  
Representing Wyoming Department of Agriculture  
and State Lands & Investments

4-8-11  
Date

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

*Francis H. Cadore*

Rocky Mountain Region - Forest Service Grants and Agreements Specialist

*4/26/11*  
Date

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

*Doris Mackey*

Intermountain Region - Forest Service Grants and Agreements Specialist

*4/29/2011*  
Date