

MEMORANDUM OF UNDERSTANDING

between

THE COLORADO DEPARTMENT OF AGRICULTURE

and

THE BUREAU OF LAND MANAGEMENT

It is the purpose and intent of this Memorandum of Understanding (MOU), to provide for careful and considered consultation, cooperation and coordination between all parties, including signatory, lessees, permittees, and involved landowners in all matters relating to development, review, revision, or termination of allotment management plans (AMPs) on public lands of the United States administered by the Bureau of Land Management (BLM) in the State of Colorado.

This MOU is in furtherance of the policies of the signatories hereto, including: The policies and Laws of the United States, as expressed by Congress in the Federal Land Policy Management Act of 1976 (43 U.S.C. Section 1701 et seq.); the Public Rangelands Improvement Act of 1978 (P.L. 95-514; 92 Stat, 1803; the regulations of the BLM expressed at 43 CFR 4120.2; and the policies and powers of the Colorado Department of Agriculture as expressed in 35-1-104, C.R.S. Section 8 (d) of P.L. 95-514 provides, among other things, for consultation, cooperation, and coordination by the BLM in the development, review, revision, evaluation, or termination of AMPs with lessees, permittees, and involved landowners, and any state or states having lands within the area to be covered by such AMPs.

It is in the interest of the parties hereto to work cooperatively to promote efficient multiple-use management of the range resources of the BLM within the State of Colorado to benefit the overall public interest, thereby producing healthy, useful ranges, while encouraging a strong land ethic and apply current scientific rangeland management principles.

The purpose of the parties hereto is to work toward; developing AMPs which best meet the objectives of the lessees, permittees, and involved landowners; the direction in achieving objectives of the appropriate BLM resource management plans (RMP); and recognize the benefits and costs associated with multiple use management of the allotment. This MOU provides for the full participation of the lessees, permittees, other involved landowners, the Colorado Department of Agriculture (CDA), appropriate technical personnel, and the BLM.

I The BLM shall:

- A. Advise individual lessees, permittees, and other involved landowners in writing of the CDA interest in providing assistance, and of the opportunity to request such assistance when the BLM begins work on the development, review, revision, or termination of an AMP.
- B. Inform the CDA in a timely manner of the meetings and activities related to the development, review, revision, evaluation, or termination of AMP s that are likely to be controversial in nature.
- C. Be responsive to requests from the CDA, livestock industry, or others for their involvement and participation in such meetings and activities related to the development, revision, evaluation, or termination of AMPs if the lessees, permittees, or involved landowners have asked for their involvement.

II The CDA shall:

- A. Be designated as the lead state contact agency under the terms of this agreement, with responsibility for the collection and dissemination of information from the various sources.
- B. Participate in, and respond to, the requests for advice and consultation in development, review, revision, or termination of AMPs.
- C. Provide upon request available inventory, statistical and research data to the BLM on rangeland management, including but not limited to, data relating to domestilivestock.

III Any BLM lessee, permittee, or involved landowner in the State of Colorado may request in writing to either party of this MOU the participation of the CDA in the development, revision, review, evaluation, or termination of an AMP, including preplanning, allotment inventory or ecological studies, and rangeland monitoring. Upon receipt of a request for assistance, the parties hereto shall determine the appropriate action needed and the reasonable time frame necessary for implementation of that action with the intent being to provide a timely opportunity for a joint on-site review of the allotment in question by the parties hereto, to facilitate the planning process should the lessee, permittee, or involved landowner request it.

IV It is the express intent of this MOU to foster and encourage dialogue among the BLM, permittees, lessees, and involved landowners. Dialogue and communication is also encouraged with Resource Advisory Councils (RAC), liaison committees of the Colorado Cattlemen's Association (CCA) and the Colorado Wool Growers association (CWGA), state commissioned District

Board of Grazing Advisors, and other local Coordinated Resource Management Planning (CRMP), Ecosystem Partnerships, and Habitat Partnership (HPP) groups using collaborative efforts that commit to an honest attempt in working positively towards solutions to conflicts and problems. The parties to this MOU agree that problems and disputes pertaining to development, revision, review, evaluation, or termination of AMP s are best resolved at the local level. Furthermore, the parties agree that on-going communication among permittees and the BLM will eliminate many disagreements and misunderstandings involving not only AMPs, but all Federal actions regarding grazing management as well.

V Nothing in this MOU shall be construed as limiting or affecting in any way the authority or legal responsibility of the CDA and the BLM; or binding either the CDA or BLM to perform beyond the respective authority of each. Each provision of the MOU is subject to the laws and regulations of the State of Colorado and the laws of the United States.

VI Nothing in this MOU shall be construed as precluding individual permittees, lessees, or involved landowners from: 1) requesting additional participation by the State, other interested parties, or other groups and committees in Section IV above; and/or, 2) immediately invoking other available remedies for review or relief from agency action.

VII Amendments to the MOU may be proposed by either signatory party hereto and shall become effective upon approval by both parties. Signed amendments will be incorporated into and become part of the original agreement.

VIII This MOU shall become effective upon signature by both parties hereto and shall continue in force until terminated by mutual consent; or, by one party to the other giving 60 days written notice of intent to terminate. Additionally, the MOU will be mutually reviewed every 5 years for adequacy, effectiveness, and continuing need, and terminated when no longer required.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this 22nd day of January, 1997.

STATE OF COLORADO
Colorado Department of Agriculture

BY: THOMAS A. KOURLIS
Commissioner of Agriculture

BUREAU OF LAND MANAGEMENT
Colorado State Office

BY: ROBERT V. ABBEY
Acting State Director