

INTER-GOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN
THE STATE OF UTAH
AND
THE BUREAU OF LAND MANAGEMENT
FOR THE
MANAGEMENT OF THE SAN RAFAEL SWELL RECREATION AREA

I. STATEMENT OF JOINT PURPOSE AND OBJECTIVES

A. Purpose

The John D. Dingell, Jr. Conservation, Management, and Recreation Act (Dingell Act) (March 2019) established a 216,995-acre San Rafael Swell Recreation area (“Recreation Area”) in Emery County, Utah (16 USC 460ddd). The Dingell Act directs the Bureau of Land Management (BLM) to develop a comprehensive management plan for the Recreation Area (16 USC 460ddd-1(c)) and allows for the Secretary to enter into a cooperative agreement with the State, in accordance with the Federal Land Policy and Management Act, 43 USC 1737(b), and other applicable laws, to provide for the protection, management, and maintenance of the recreation area (16 USC 460ddd-1(j)).

In recognition of the importance of the State of Utah (State) and BLM’s (collectively, “Parties”) shared interest in the Recreation Area, including with respect to wildlife management, habitat management, grazing, state and local economies, outdoor recreation, public safety, law enforcement, water resources, historic and cultural resources, fire management, utility corridors, land access, the Parties to this agreement acknowledge their shared roles in the collaborative protection, management, and maintenance of the Recreation Area.

This Agreement serves to facilitate cooperation between the State and the BLM to better provide for the protection, management, and maintenance of the Recreation Area, to integrate State and BLM interests, and to apply shared expertise to inform management decisions for the Recreation Area.

B. Objective

The Parties will seek to achieve the above-stated Purposes by cooperating on the protection, management, and maintenance of the Recreation Area. The Parties will ensure that both State and BLM priorities and expertise inform the management of the Recreation Area.

C. Authority

The Federal Land Policy and Management Act of 1976, as amended provides that the Secretary of the Interior may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands (43 USC 1737(b)). The Dingell Act authorizes the BLM to enter into this type of agreement with the State to provide for the protection, management, and maintenance of the Recreation Area (16 USC 460ddd-1(j)).

The State's law enforcement authorities will be primarily responsible for enforcement and education set forth in Utah Code Titles/Chapters 41-22 OHV, 73-18 Boating, 23a Wildlife, and 65a Forestry Fire & State Lands.

D. Definitions

For the purposes of this agreement, the following term is defined:

Cooperation: meaningful engagement with the intent of developing and achieving shared goals. Distinct from the inter-agency "cooperating agency" process as defined for the Department of the Interior in 516 Departmental Manual 1 and pursuant to the National Environmental Policy Act, as amended.

State: the term "State" for purposes of this agreement means the State of Utah with the Utah Public Lands Policy Coordinating Office as its primary point of contact. However, pursuant to the Utah Constitution Article XI, Section 1, and Utah Code Annotated § 10-1-201, Emery County and adjacent local municipalities may be invited by the State of Utah to participate in this Agreement as the State's political subdivisions on a case-by-case basis.

II. SCOPE OF COOPERATIVE AGREEMENT

A. The Parties jointly agree to:

1. Engage in joint dialogue and knowledge-sharing to address resource management and State and BLM priorities for the Recreation Area.
2. Cooperate in land use planning in the Recreation Area, including the preparation of the comprehensive management plan as required by the Dingell Act, as well as subsequent implementation-level decision-making and future management.
3. Within the Recreation Area, identify cooperative opportunities to:
 - a) Improve watersheds and wildlife habitat, including to improve big game populations and provide for hunting opportunities.

- b) Improve rangeland health, including through the development of rangeland health assessments and the consideration of livestock grazing permit renewals and range improvements.
 - c) Manage wild horses and burros.
 - d) Provide for developed and dispersed camping opportunities.
 - e) Improve and maintain authorized motorized and non-motorized routes and trails, including but not limited to the potential expansion and enhancement of these opportunities consistent with the Dingell Act.
 - f) Provide appropriate public access.
 - g) Manage recreational shooting issues and opportunities.
 - h) Develop public education and interpretation programs and materials.
 - i) Develop opportunities to engage youth in the culture and traditions of the Recreation Area, so that the rising generation can learn about the Recreation Area's rich indigenous, pioneer, and immigrant heritage.
 - j) Identify historic and cultural resources and take reasonable measures to protect and prevent damage or degradation of these resources.
 - k) Identify scientific research needs for the Recreation Area, and opportunities to utilize scientific research to inform the protection, management, and maintenance of the Recreation Area.
- 4. Work cooperatively to provide sufficient law enforcement services in the Recreation Area.
 - 5. Seek additional partnerships, funds, and authorities to achieve the protection, management, and maintenance of the Recreation Area, including through the Outdoor Recreation Legacy Partnership Program, per the Expanding Public Lands Outdoor Recreation Experiences Act, Section 156(b) (EXPLORE Act; 16 USC 8464).
 - 6. Maintain the confidentiality of documents and deliberations to the extent legally permissible prior to the contents of such documents and deliberations becoming publicly available through official releases.

B. The State agrees to:

1. Ensure appropriate State professional and executive involvement in the protection, management, and maintenance of the Recreation Area.
2. Notify the BLM about issues and opportunities for the protection, management, and maintenance of the Recreation Area.
3. Notify the BLM about any applicable State law, policy, and/or plans, related to the protection, management, and maintenance of the Recreation Area.
4. Provide timely input when requested by the BLM.
5. Provide 480 hours of maintenance hours of maintaining mutually agreed to recreation infrastructure or trails each year.
6. Provide 480 hours of law enforcement services in the Recreation Area each year.
7. In consultation between BLM and the State, complete one cultural/historical, biological, geological, visual, or social study research project or service project in the Recreation Area annually with the type and scope of such project to be subject to the agreement and approval of the State. Based on this project the State and BLM will cooperatively prepare educational signs and provide any findings to the BLM.

C. The BLM agrees to:

1. Cooperate with the State throughout all land use planning and subsequent implementation-level decision-making processes concerning the Recreation Area.
2. Ensure that protection, management, and maintenance of the Recreation Area is informed by the interests and needs of the State.
3. Ensure that the State is meaningfully engaged before decisions that may impact the State are made or implemented for the Recreation Area.
4. Consider all applicable State laws, policies, and/or plans, including but not limited to the State Resource Management Plan and the applicable County Resource Management Plans, related to the protection, management, and maintenance of the Recreation Area.
5. Identify specific opportunities to involve the State in the protection, management, and maintenance of the Recreation Area.

6. Coordinate with the State to timely process any land use applications the State submits for the use of State-funded projects on public lands in the Recreation Area and, if appropriate, provide the State with the proper authorizations (e.g., right-of-way for a campground funded and built by the State, right-of-way for an improved trail or route funding by the State, cooperative range improvement agreement for a livestock/range management improvement funded by the State, a signed road maintenance agreement for regular road maintenance funded by the State), consistent with all applicable statutes and regulations.
7. Provide the State notice within 15-days of BLM receiving notice that the U.S. was properly served with a complaint, which relates to or arises from BLM's management of the Recreation Area, including but not limited to challenges relating to implementation-level decisions with the Recreation Area. Additionally, when the State is an intervenor in litigation referenced in the previous sentence, the BLM will seek to provide the State notice of the BLM's receipt of a written settlement proposal, within 15 days of the BLM receiving such a proposal, and the BLM will recommend to the Department of the Interior's Office of the Solicitor that the State be invited to be a participating party in the settlement discussions.

III. FACILITATING COMMUNICATION ON AGENCY DECISION-MAKING

- A. The Parties agree to meet annually, in May, to develop a joint annual work plan that will set on-the-groundwork priorities for the year.
- B. The Parties agree to meet quarterly to cooperate on Recreation Area priorities, opportunities, issues, and pending or planned decision-making processes.
- C. Subject to compliance with the requirements identified in the National Environmental Policy Act, as amended, and in addition to all other requirements under federal law and/or regulation:
 1. At least 15 calendar days prior to initiating a planning or implementation-level project in the Recreation Area, the BLM will provide initial notification via email to the State and provide an opportunity to cooperate in the process.
 2. If the State responds within 15 calendar days via email and elects to participate as a cooperating agency, the BLM will provide a schedule that includes the timeframes for the State to provide input as part of each internal review stage and before any final decision is issued.

3. The State may propose to the BLM an alternative schedule within 7 calendar days of receipt of the BLM's original schedule. Any proposed alternative schedule must comply with the National Environmental Policy Act, as amended. The BLM will respond to the State in writing to accept, modify, or deny the State's request for a modified schedule.
4. If the BLM's authorized officer decides not to incorporate specific recommendations that the State has timely submitted in writing during a cooperating agency review, the authorized officer shall provide the State with a written explanation of such decision.
5. State Consistency Review. When making planning or implementation-level decisions in the Recreation Area, the BLM will seek consistency with State plans, including State and County Resource Management Plans, to the maximum extent consistent with federal law and policy. The BLM will include an analysis of its consistency with the State's plans in decision documents. Prior to signing a decision on a planning or implementation-level action in the Recreation Area, the BLM will offer, in writing, an opportunity for the State to conduct a review of the proposed or draft decision to determine if the decision would be consistent with the State's plan.

The State shall have two business days to accept or decline the invitation to review a proposed or draft decision. If accepted, the State must submit its consistency review within fifteen calendar days of said acceptance.

Should the State identify inconsistencies that are not otherwise prohibited by federal law or policy, and should the parties fail to reach a mutual resolution, the State may request that BLM engage in mediation, at the State's expense, under a mutually agreed-upon mediator to resolve the inconsistencies. The BLM may decline this request for mediation if participating would inhibit the agency in complying with statutory, regulatory, or other administrative obligations. The State may also pursue appropriate legal action.

This process is independent of the review procedures outlined in 43 CFR § 1610.3-2.

IV. DURATION, MODIFICATION AND TERMINATION

- A. This Cooperative Agreement shall become effective on the date of signatures from all Parties.
- B. The Parties will review this Cooperative Agreement within ten years from the effective date, and within every ten years thereafter. This Cooperative Agreement shall remain in effect until terminated or modified.
- C. This Cooperative Agreement may be modified (which includes amendments or supplements) or terminated by mutual written consent of the Parties. Any Party may propose modification by notifying the other in writing. The Parties agree to seek a mutually acceptable schedule to negotiate any modifications to the Cooperative Agreement.
- D. Any Party may withdraw from this Cooperative Agreement by providing 30 days written notice to the other Party. The withdrawal of a Party from this Cooperative Agreement will not affect that Party's obligations under any other agreements the Party may have entered that reference this Cooperative Agreement, such as agreements concerning financial assistance.

V. FINANCIAL SUPPORT

- A. This document does not authorize the transfer of funds or anything of intrinsic monetary value, nor does it confer upon any of the Parties the authority to commit either the federal government or the State to the expenditure of funds.

VI. GENERAL PROVISIONS

- A. This Cooperative Agreement does not in any way curtail or affect the statutory and regulatory authorities and responsibilities of the Parties.
- B. This Cooperative Agreement does not abrogate or replace the BLM's obligations under applicable laws to consult, cooperate, or otherwise engage with the State.
- C. This Cooperative Agreement does not serve as an endorsement by the BLM of any service or policy of the State and does not serve as an endorsement by the State of any service or policy of the BLM.
- D. In order for any Party to this Cooperative Agreement to use the insignia of any other Party on any published media (such as a web page, printed publication, or audiovisual production), permission must first be granted in writing from that Party.

- E. The Parties agree that if any individual provision or clause of this Agreement is deemed unenforceable or unlawful by a court of law, arbitrator, or any other legally recognized method, then that provision alone shall be disregarded, and the remainder of this Cooperative Agreement shall continue to be enforceable as written.
- F. Any information furnished between the Parties under this Cooperative Agreement may be subject to the Freedom of Information Act, 5 U.S.C. §§ 552 et seq. (FOIA) and/or the Government Records Access Management Act (GRAMA). The Parties agree to consult one another prior to releasing potentially privileged or exempt documents. The Parties will take all appropriate action to keep confidential information shared regarding historic and cultural sites.

VII. POINTS OF CONTACT

For activities pursuant to this Cooperative Agreement:

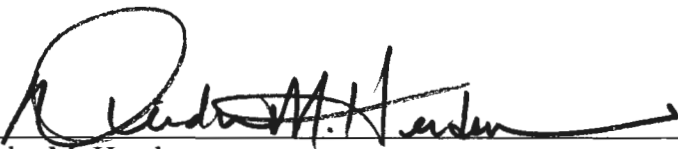
- A. The BLM Green River District Manager will serve as the point of contact for the BLM.
- B. The Director of the Utah Public Lands Policy Coordinating Office will serve as the State's point of contact.

VIII. COUNTERPARTS

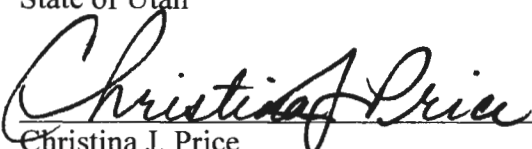
This Cooperative Agreement may be executed in counterpart originals, and each copy will have the same force and effect as if signed by all parties.

IX. APPROVALS

IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement.



Deidre M. Henderson
Lieutenant Governor
State of Utah



Christina J. Price
State Director, Utah (acting)
Bureau of Land Management