

MEMORANDUM OF UNDERSTANDING

Between

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

And

The Public Lands Council

This Memorandum of Understanding (MOU) replaces the 2004 MOU, as previously extended, between the Public Lands Council (PLC) and the Department of the Interior (DOI), Bureau of Land Management (BLM) that established a framework for cooperative rangeland monitoring.

STATEMENT OF PURPOSE

The purpose of this MOU is to establish an updated framework for cooperative monitoring and the exchange of information on rangelands administered by the BLM. The MOU strives to create opportunities for consultation and coordination of rangeland stewardship, through joint, cooperative monitoring at the pasture, allotment, watershed or landscape levels.

The signatories to this MOU agree that cooperative monitoring on BLM-administered public rangelands provides mutual understanding, exchange of information, and collaboration for the interdependent goals and interests of the private sector served by PLC, while assisting the BLM to make integrated rangeland management decisions.

SHARED VISION

Both the BLM and the PLC have a common objective of utilizing science-based monitoring to evaluate, achieve, and sustain desired rangeland conditions. In addition, the BLM and grazing permittees, lessees, and cooperators benefit from the exchange of information when monitoring data is collected, analyzed, and interpreted in a transparent and candid setting. This MOU creates resource management efficiencies that benefit the BLM by using the current, historic, operational, and practical experience of grazing operators while simultaneously benefitting PLC members by creating a straightforward setting for sharing data analysis results, biological concepts, and professional judgements made by BLM rangeland resource professionals.

ESTABLISHMENT OF RESPONSIBILITY

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

The BLM, PLC, and all cooperative monitoring parties under this MOU will comply with the Federal Advisory Committee Act (FACA), to the extent it applies.

AUTHORITY

Section 307(b) of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737(b), authorizes the Secretary, subject to the provision of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.

Section 4 of the Public Rangelands Improvement Act of 1978, U.S.C. 1903(a), authorizes “...*the Secretary of Interior and Secretary of Agriculture [to] update, develop (where necessary) and maintain on a continuing basis thereafter, an inventory of range conditions and record of trends of range conditions on the public rangelands, and shall categorize or identify such lands on the basis of the range conditions and trends thereof as they deem appropriate.*”

GENERAL RESPONSIBILITIES

The PLC and the BLM will jointly:

1. Work together to inform public land permittees/lessees and BLM employees of the content and purpose of this MOU.
2. Encourage respective local members (permittees and lessees) and BLM employees to share monitoring information and data between livestock permittees/lessees and the BLM. Emphasis will be on short-term monitoring to guide season-of-use, stocking, compliance and annual allotment decisions in a collaborative setting, but actions taken under this MOU may also include long-term monitoring.
3. Work together to seek to promote, achieve, and maintain healthy rangelands in accordance with the BLM's Rangeland Health Standards.

The Public Lands Council will, as appropriate:

1. Publicize and otherwise support joint, cooperative monitoring among its members, including emphasis of monitoring across landownership boundaries, and in the context of the larger landscape, where practical.
2. Encourage livestock permittees and lessees to work cooperatively with the BLM to develop a monitoring plan which, at a minimum, addresses those items outlined in Appendix A (attached).
3. Work with the BLM to emphasize and implement consistent use of monitoring protocols or methodologies between PLC members and cooperators and the BLM.
4. Include a discussion between the PLC and the BLM on cooperative monitoring as an agenda item at each annual PLC meeting.

5. Provide participation information by members and cooperators. This information will be made available to BLM employees and PLC members to evaluate the level of cooperation achieved between the parties, as provided for under this MOU.

The Bureau of Land Management will:

1. Continue working with livestock permittees and lessees who have actively participated with the BLM in collecting and/or analyzing monitoring data. The BLM will survey previously active monitoring partners to assess their ongoing interest in conducting joint, cooperative monitoring.
2. Work with all interested parties, including permittees and lessees new to cooperative monitoring, to collaborate on cooperative monitoring to the maximum extent feasible within limits of available funds and BLM priorities.
3. Work cooperatively with the livestock permittees and lessees to develop monitoring plans. The plans should address those items outlined in the Appendix A for the public land portion of their operation, at minimum.
4. Involve permittees and lessees in data collection and evaluation processes, and provide copies of evaluation(s), and or results to collaborating permittees and lessees.
5. Continue to coordinate with the Natural Resources Conservation Service to perform soil surveys and develop Ecological Site Descriptions where joint, cooperative monitoring occurs and as agency budgets and personnel allow.
6. Maintain the final decision authority concerning the planning, collection and interpretation of the monitoring data collected under this MOU. The BLM retains its responsibility to make decisions relating to public land management, including livestock grazing, and compliance with public involvement requirements in the grazing regulations.
7. Provide a rangeland specialist knowledgeable about the cooperative monitoring program to attend the PLC annual meeting to discuss cooperative monitoring with permittees and lessees, contingent upon agency personnel availability and travel funding.

ADMINISTRATIVE PROVISIONS

- A. Use of Data: Data used to make decisions on public lands will be available to the interested public, including permittees and lessees, except in cases where data have restrictions, such as personally identifiable information or cultural site data. The BLM shall accept for consideration monitoring data collected using BLM-approved techniques when the data meets the BLM's data quality requirements. Monitoring data not collected as referenced above or found not to accurately reflect on-the-ground conditions may be subject to limited use.
- B. Prior to implementing joint cooperative monitoring both parties shall agree to the methods for collecting data in accordance with Appendix A. Priority should be given to methods found in the current version of the interagency Monitoring Manual for Grassland, Shrubland, and Savanna Ecosystems, Herrick, J., *et al.*, and those techniques found in statewide Rangeland Monitoring

Guides. Additional resources found in Technical Reference 1730-1, Measuring and Monitoring Plant Populations, 1734-3, Utilization Studies and Residual Measurements, 1734-4, Sampling Vegetation Attributes, 1734-7, and Ecological Site Inventory may also be considered.

- C. Nothing in this agreement may be construed to obligate either the DOI or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. This agreement does not obligate the DOI or the United States to expend funds, property or services.
- D. The BLM has a responsibility to coordinate, consult, and communicate with many different entities concerning management of the public lands. This MOU addresses interaction between the BLM and the PLC which represents members of the livestock industry operating on public lands. This MOU does not preclude or restrict the involvement of other public land users, interested public, or other public or private agencies, organizations or individuals from participating in cooperative monitoring.
- E. This MOU does not require the BLM to notify or include interested public when cooperative monitoring is initiated by the permittee or lessee.
- F. Nothing in this agreement shall be construed to conflict with any existing statute, regulation or policy of the United States or any policy or procedures of the BLM or the DOI.
- G. This agreement shall be effective upon the date of the last signature, for a period of five years.
- H. This agreement may be re-negotiated, amended, extended, or modified by a written amendment through an exchange of correspondence between authorized officials of PLC and BLM.
- I. Either party may terminate this agreement by written notice to the other party. Each party will obtain prior approval from the other prior to releasing all press releases, published advertisements, or other statements intended for the public that refer to this MOU or to the parties, the DOI, the name or title of any employee of the DOI, or other cooperating individuals in connection with this MOU.
- J. Nothing in this MOU may be interpreted to imply that the United States, the DOI, or the BLM endorses any product, service, or policy of PLC. The PLC will not take any action or make any statement that suggests or implies such an endorsement.

APPROVED:



John F. Ruhs
Acting Deputy Director
Bureau of Land Management

Date: 22 September 2017



Dave Eliason
President
Public Lands Council

Date: 9/22, 2017