

MEMORANDUM OF UNDERSTANDING
AMONG
THE ASSOCIATION OF FISH AND WILDLIFE AGENCIES
and
THE WESTERN ASSOCIATION OF FISH AND WILDLIFE AGENCIES
and
THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
on
COLLABORATION REGARDING CONSERVATION AND MANAGEMENT OF FISH,
WILDLIFE, AND THEIR HABITAT

I. Authority

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT (BLM), the Association of Fish and Wildlife Agencies (AFWA), and the Western Association of Fish and Wildlife Agencies (WAFWA) under the provisions of the Federal Land Policy and Management Act of 1976 (FLPMA) (43 U.S.C. § 1701 et seq.) and the Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.).

II. Purpose

The purpose of this MOU is to provide a framework for an ongoing relationship between AFWA, WAFWA, and the BLM. This MOU will enhance the organizations' abilities to conserve and manage fish and wildlife and their habitat by facilitating communication and providing a framework for resolving disputes related to public land activities and their effects on fish, wildlife, and habitat.

III. Statement of Mutual Interest

AFWA and WAFWA respectively represent state fish and wildlife agencies across the United States and in the West. The associations' missions include assisting state agencies in the conservation and management of fish and wildlife for present and future generations.

The BLM manages more than 250 million acres of public lands, primarily in twelve western states. The BLM's multiple-use and sustained-yield mandate requires it to

sustain the health and productivity of the public lands for the use and enjoyment of present and future generations. The BLM's organic act, FLPMA, identifies "fish and wildlife development and utilization" as one of the principal or major uses of the public lands. The BLM's mission therefore includes the management, development, maintenance, and restoration of fish and wildlife habitat, in order to provide sustainable fish and wildlife populations in collaboration with the states.

Department of the Interior policy (43 C.F.R. Part 24) recognizes both the primary authority and responsibility of the states for management of resident fish and wildlife on BLM-managed lands and the BLM's authority to manage lands for fish and wildlife values. In the West, the BLM and the state fish and wildlife agencies are truly dependent upon each other to effectively fulfill their respective responsibilities with regard to fish and wildlife and their habitat.

IV. Responsibilities and Procedures

The Parties agree to:

1. Designate and maintain liaisons from each party to coordinate responsibilities and procedures at the appropriate levels within and between parties on a timely basis.
2. Develop annually a work plan (Draft Work Plan attached) that sets forth the organizations' fish- and wildlife-related activities for the year, and identifies subject matter experts involved in each activity. Each annual work plan will include issues and initiatives of the year and times and places for meetings between the subject matter experts, which may occur in person, or through conference calls or webinars.
3. Establish and conduct periodic communications between the BLM and state fish and wildlife agencies regarding fish, wildlife, and habitat issues associated with energy and minerals development, recreation, wilderness management, wild horse and burro management, fish and wildlife habitat management, and other uses of the public lands. Other particular areas of communication will include land use planning and the determination of sustainable fish and wildlife populations.
4. Establish and conduct periodic communications between AFWA and the BLM in support of AFWA programs that further fish and wildlife conservation and have relevance to BLM land management, including the North American Bird Conservation Initiative, (NABCI) National Fish Habitat Action Plan, Partners In Amphibian and Reptile Conservation, State Wildlife Action Plans, and the Recruit, Retain, and Reactivate (R3) initiative, as well as other programs related to invasive species, energy and wildlife, science and research, threatened and endangered species, hunter and angler participation, and additional issues that may be identified while this MOU is in effect.
5. Establish and conduct periodic communications between WAFWA and the BLM in support of WAFWA programs that further fish and wildlife conservation and have relevance to BLM land management, including the Mule Deer Working Group, Wild Sheep Working Group, Western Quail Working Group, Western Bird Conservation

Committee, Nongame and Endangered Species Committee, Lesser Prairie Chicken Range-wide Plan, Crucial Habitat Assessment Tool, Inland and Marine Fisheries Committee, Sagebrush Executive Oversight Committee, and additional programs that may be identified while this MOU is in effect.

6. Enhance state fish and wildlife agency and BLM collaboration in BLM land use planning and state wildlife planning processes and other decisions that affect fish and wildlife and their habitat by ensuring:
 - a. AFWA and WAFWA members are proactively involved in the BLM's planning process;
 - b. Greater transparency in the NEPA process and any similar state processes, including proper accounting of timeframes and delays;
 - c. Integration of the needs and objectives of state fish and wildlife agencies and the BLM in each agency's processes and decision-making; and
 - d. Collaboration on the development and implementation of State Wildlife Action Plans.
7. Work through the MOU liaisons listed below, or their successors, in the identified positions, to identify issues and activities to work on together, in order to build a stronger partnership between AFWA, WAFWA and the BLM and enhance the parties' abilities to achieve their goals, objectives and missions.
8. Identify issues of interest and concern prior to meetings and bring suggested solutions to each issue and concern to the meetings, working together to identify and implement solutions.
9. Conduct open conversations on opportunities for improving state input into BLM land use planning, decision processes, and resource allocations.
10. Collaborate on developing best management practices for activities undertaken or permitted by the BLM, in order to conserve fish and wildlife and their habitat and achieve state goals and objectives.

V. Primary Contacts (MOU Liaisons)

BLM Project Manager:
Geoffrey Walsh
Senior Wildlife Biologist, WO-230
Bureau of Land Management
20 M St SE
Washington, D.C. 20003
gwash@blm.gov
(202) 834-6771

The Association of Fish and Wildlife Agencies Project Manager:
Jennifer Mock Schaeffer, Government Affairs Director
1100 First St NE Suite 825
Washington, DC 20002
202/624-7890
202/624-7891 fax
info@fishwildlife.org
Phone: 202-870-8062

Western Association of Fish and Wildlife Agencies Project Manager
Larry Kruckenberg, WAFWA Executive Secretary
2700 Airport Way
Boise, ID 83705
Phone: 208-231-9431
wafwa.admin@wafwa.org

VI. Administrative Provisions

It is mutually agreed and understood by and between the Parties that:

1. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the BLM or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this MOU obligate the BLM or the United States to spend funds on any particular project or purpose, even if funds are available.
2. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable regulations and procedures, including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.

3. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
4. This MOU will become effective when signed by all of the Parties, and will continue in effect until terminated by the Parties. Annually, it will be subject to review during the annual work plan development process.
5. This MOU can be amended or modified if all of the Parties agree.
6. Any Party to this MOU may withdraw, for any or no reason, with a 60-day written notice of withdrawal to each of the other parties, provided to the MOU liaisons, or their successors in the identified positions, at the addresses stated above.
7. Any press release or other statement intended for the public that references this MOU or the relationship established between the Parties through this MOU must be reviewed and agreed upon by all of the Parties.
8. Nothing in this MOU shall be interpreted to imply that any of the Parties endorses any product, service, or policy of another Party. In any advertising done by any of the Parties, this MOU should not be referred to in a manner that states or implies that any Party approves of or endorses unrelated activities of any other Party.
9. During the performance of the MOU, the Parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.
10. The Parties agree to implement the provisions of this MOU to the extent that personnel and budget allows. In addition, nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.
11. The Parties will comply with the Federal Advisory Committee Act to the extent it applies, and any information shared with the BLM will be subject to the Freedom of Information Act to the extent it applies, including any relevant exceptions found in the Acts. Likewise, each Party acknowledges that any information shared by any of the Parties with another Party may be disclosed to the state members of AFWA and/or WAFWA, and may become subject to disclosure under relevant state “open records” or “sunshine” laws.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below

Association of Fish and Wildlife Agencies


Virgil Moore, AFWA President

7/16/2018
Date

Western Association of Fish and Wildlife Agencies


Curt Melcher, WAFWA President

7/16/18
Date

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


Kristin Bail, Assistant Director Resources and Planning

7/16/18
Date