

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**ASSOCIATION OF FISH AND WILDLIFE AGENCIES (AFWA)**

**and**

**WESTERN ASSOCIATION OF FISH AND WILDLIFE AGENCIES (WAFWA)**

**and**

**U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE (FS)**

**and**

**U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT (BLM)**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to promote cooperative conservation of fish and wildlife resources by facilitating communications and enhancing success in resolving issues related to energy development and its effect on fish, wildlife, and habitat.

**II. Objectives**

The Parties' joint objectives are to:

1. Identify and define the key fish and wildlife habitat/energy development issues at the species, habitat, and wildlife community levels across state, administrative and district lines.
2. Develop communication systems to keep state fish and wildlife agencies, federal land management/permitting agencies, and the energy industry informed about and involved in programmatic issues related to maintenance and enhancement of fish, wildlife and habitat resources during energy development.
3. Develop a comparison of existing practices and a comparison of the effectiveness of existing tools used by federal agencies and states related to the consideration of fish, wildlife and habitat during energy development.

4. Develop a process for determining monitoring needs and procedures used to evaluate the effectiveness of existing tools used by federal agencies and states related to the consideration of fish, wildlife and habitat during energy development.
5. Develop a process by which regional and state wildlife conservation plans and cooperative wildlife action plans are made available to all federal and state partners and identify ways to better use the information during energy development.

### **III. Actions**

The Parties agree to:

1. Recognize the role of an “energy liaison” housed within AFWA and work through the liaison to facilitate cooperation among the Parties. The liaison would work jointly with the federal agencies and the states to better coordinate with the energy industry, non-government organizations, and other publics in identifying and resolving the critical regional and national energy/wildlife issues.
2. Establish a two-year pilot project focusing on identifying state and federal practices related to reducing impacts to fish, wildlife and habitat from oil and gas exploration and development primarily in Wyoming, Colorado, New Mexico, Montana, and Utah and coordinating communication among relevant state and federal entities and other interested Parties. Results of this pilot project could serve as a basis for similar efforts relative to development of other energy resources throughout the region or the country.
3. Establish a steering committee comprised of one representative from each of the Parties to develop the details of an annual work plan (priorities, specific tasks, work products, communication protocols) with input from AFWA’s Energy and Wildlife Policy Committee.
4. Establish a common communications point for state fish and wildlife agencies, federal land management agencies, and the energy industry relative to fish, wildlife and habitat issues associated with energy development.
5. Develop separate funding mechanisms (FS and BLM to AFWA/WAFWA) as appropriate for support of work undertaken to implement this MOU. These will be agreements where the specific projects and deliverables are identified. Details of these will also be tracked in the annual work plan mentioned above.

6. Coordinate through and provide progress reports to AFWA's Energy and Wildlife Policy Committee for distribution to state fish and wildlife and federal land management agency directors, as appropriate.

#### **IV. Authorities**

The BLM and the FS enter into this MOU under the following authorities:

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.) (BLM)  
National Forest Management Act of 1976 (16 U.S.C. 1600 et seq.) (FS)

#### **V. Primary Contacts**

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## **VI. Approval**

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 federal agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. 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 the Federal Government procurement and printing. Such endeavors 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.
2. This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations and individuals.
3. This MOU is executed as of the last date shown below and expires two years from the execution date, at which time it will be subject to review, renewal or expiration.
4. Modifications within the scope of this MOU shall be made by the issuance of a mutually executed modification prior to any changes being performed.
5. Any Party to this MOU may withdraw with a 60-day written notice.
6. Any press releases with reference to this MOU, or the relationship established between the Parties by this MOU shall be reviewed and agreed upon by all of the Parties.
7. 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.
8. 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.
9. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any benefit that may arise from this agreement, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
10. The Parties agree to implement the provisions of this MOU to the extent that personnel and budget allow. In addition, nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.

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

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Mathew Hogan, Executive Director

Date

Western Association of Fish and Wildlife Agencies

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Jeffrey Vonk, President

Date

U.S. Department of Agriculture Forest Service

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Abigail Kimbell, Chief

Date

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

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James L. Caswell, Director

Date