

**INTERAGENCY AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE,
and the
USDA FOREST SERVICE,
and the
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
and the
FISH AND WILDLIFE SERVICE**

I. PURPOSE

Greater sage-grouse and Gunnison's sage-grouse are dependent on both private and federal sagebrush-steppe landscapes in the western United States. Through this Interagency Agreement, the Natural Resources Conservation Service (NRCS), the Bureau of Land Management (BLM), the US Forest Service (FS), and the Fish and Wildlife Service (FWS) agree to work together, in cooperation with the State fish and wildlife agencies, tribal governments, and other partners, to ensure sustainable management of grazing and other agricultural practices, and to restore and enhance sage-grouse habitat on these rangelands. In particular, this agreement encourages each organizational level of NRCS, FWS, FS and the BLM to coordinate across the agencies to set mutually agreeable priorities, share expertise and talent, streamline working relationships, and effectively collaborate on managing and enhancing sage-grouse habitat.

Preamble

The FWS recently issued findings that listing of the greater sage-grouse and the Gunnison's sage-grouse under the Endangered Species Act is warranted, but precluded by higher priority listing actions. Over 30 percent of sage-grouse habitat occurs on privately-owned lands where NRCS and FWS administered programs provide technical and financial assistance to farmers and ranchers for implementation of conservation practices that restore and enhance habitat. Slightly more than 50 percent of sage-grouse habitat occurs on BLM-administered lands and approximately 8 percent on FS-administered lands. In 2008, the FS, BLM, FWS, and NRCS, along with the U.S. Geological Survey and USDA Farm Service Agency, entered into a Memorandum of Understanding (MOU) with the Western Association of Fish and Wildlife Agencies (WAFWA) to provide for cooperation among these agencies in the conservation and management of greater sage-grouse and their habitats throughout the Western United States. NRCS' Sage Grouse Initiative (SGI) recognizes that an important factor in the decline of sage-grouse populations is habitat loss and fragmentation, and the role privately-owned lands play in

the conservation of this species is crucial to success. NRCS worked collaboratively with the FWS on a conference report to determine effects of 40 conservation practices used under SGI. Conservation measures were developed to maximize beneficial effects and to avoid, minimize or mitigate the potential adverse effects that could result from practice implementation and strict adherence to these measures is required in all SGI conservation plans.

This Interagency Agreement provides an opportunity to make a significant difference in the conservation of sage-grouse habitat by coordinating agency efforts to promote the sustainability of large and intact privately-owned rangelands, as well as tribal and leased public lands.

This agreement recognizes the importance of:

1. The contribution of sustainably managed rangelands on both private and tribal (farms and ranches) and federal lands to the conservation of sage-grouse habitat.
2. The interagency collaboration on sage-grouse conservation practices so that farmers and ranchers operating under a variety of agency conservation plans and permits/leases on public (e.g., grazing allotments), tribal, and private lands have a compatible set of tools and consistent direction in support of broader conservation efforts.

II. AUTHORITY

Service First Authority, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended by Section 428, Pub. L. 109-54. 119 Stat. 555-556 of the Department of the Interior, Environment, and Related Agencies Appropriation Act of 2006; as further amended by Section 418, Pub. L 111-8. 7 USC 2204 - Sec. 2204a. Rural development. National Forest Management Act of 1976. (16 U.S.C. 1600(note)): Federal Land Policy and Management Act of 1976 (FLPMA). 43 U. S. C. §§ 1701 *et seq.*

III. OBJECTIVES

The objectives of this agreement are to:

1. Ensure that NRCS, BLM, FS and FWS programs and conservation practices ameliorate threats associated with ranching and farming activities, and produce significant conservation benefits to sage-grouse habitat at the local and landscape scale.
2. Explore innovative approaches to conservation, restoration, enhancement, and management at all applicable scales.
3. Promote proactive and incentive-based approaches to systematically and strategically focus agency resources to enhance sage-grouse habitat.
4. Prioritize and expedite conservation practices that are consistent with conservation goals for maintaining and restoring shrub-steppe habitats for sage-grouse.

5. Work towards applying a consistent set of sage-grouse conservation practices on private and public lands in order to address conservation across the landscape.

IV. MUTUAL AGREEMENT

The NRCS, FS, FWS and BLM agree to the following:

1. Apply appropriate NRCS conservation practices and associated conservation measures included in the FWS/NRCS Conference Report (see Fish and Wildlife Service 2010¹); evaluate the effectiveness of those practices; and review and modify, as appropriate, the placement, extent, configuration and timing of those practices to maximize their effectiveness for sage-grouse. The actions undertaken by the BLM and other agencies in accordance with this agreement will comply with NEPA and other environmental laws.
2. Where NRCS approved plans with the proper conservation practices and associated conservation measures have been applied and followed by land owners on private and tribal lands associated with public lands leases/permits, to the fullest extent possible, ensure public lands lessees/permittees can continue their public land grazing activities if they are in full compliance with their lease/permit. However, if changed environmental conditions occur, the NRCS, FWS, FS and BLM may find it necessary to revisit the environmental assessments and allotment management.
3. Collaborate to strategically focus resources to alleviate threats to sage-grouse that are associated with ranching and farming activities.
4. Share agency resources, data, and expertise, to maximize the collective vision of enhancing conservation and restoration of sage-grouse habitat.
5. Use sage-grouse breeding density maps (see Doherty et al. 2010²), and other seasonal distribution data as available, to coordinate and prioritize BLM and FS environmental compliance documents, when feasible, in order to expedite planning and implementation of projects that will help conserve sage-grouse.
6. Collaborate on landscape monitoring of habitat conditions and trends, and assessment of projects effects on sage-grouse and sage-grouse habitat.

V. PROVISIONS

1. This agreement does not affect or modify existing regulations or agency responsibilities and authorities nor does it commit any agency to activities beyond the scope of its mission and authorities under its organic statutes.
2. The BLM, FWS, FS and NRCS authorized officers will manage their own activities and utilize their own agency resources, including expenditures of funds, in pursuing collaborative sage-grouse management and ensuring environmental and historic preservation compliance.

¹ US Department of the Interior, Fish and Wildlife Service 2010. Conference Report for the Natural Resource Conservation Service Sage-grouse Initiative.

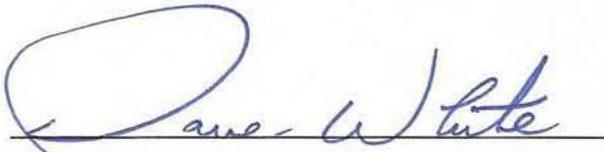
² Doherty, K.E., Tack, J.D., Evans, J.S., and D.E. Naugle. 2010. Mapping breeding densities of greater sage-grouse: A tool for range-wide conservation planning. BLM Completion Report: Interagency Agreement #L10PG00911. 29 pp.

3. Nothing in this agreement shall obligate BLM, FWS, FS or NRCS to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among parties and offices of the parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities will be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiations, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
4. This agreement takes effect upon signature of the parties and should be reviewed periodically to renew commitments and consider needed changes. The agreement may be modified or amended only through the written agreement of all parties. Any party may terminate this agreement by providing a 30-day notice to the other parties.
5. This agreement is not intended to, and does not create, any right, benefit, or trust responsibilities, substantive or procedural, enforceable by law or equity against NRCS, BLM, FWS, FS their officers or employees, or any other person. It does not direct or apply to any person outside of NRCS, FWS, FS or the BLM.
6. As a condition of this agreement, all signatory parties assure and certify that this agreement, and any agreement written pursuant to this agreement, will comply with the nondiscrimination provisions contained in Title VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100 - 259); and other nondiscriminatory statutes. They also will be in accordance with regulations of the Secretary of Agriculture (7C.F.R. Part 15, Subparts A and B), which provides that no person in the United States shall, on the grounds of race, national origin, age, sex, religion, marital status, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program and activity receiving Federal financial assistance from USDA, or any agency thereof.
7. All activities conducted under this agreement shall be in compliance with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
8. Parties to this agreement may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work relating to the purpose and the accomplishment of the objectives in this agreement. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
9. In order for the parties to this agreement to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.

10. The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume I, Bulletin 2011-04, Section VII ("Resolving Intragovernmental Disputes and Major Differences").

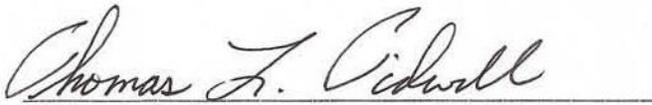
VI. SIGNATURES

This instrument is executed as of the last date signed below and expires no later than five years after the last signature date, at which time, it is subject to review and renewal, or expiration. The Parties hereto have executed this agreement as of the last date shown below.



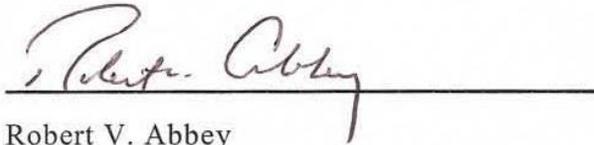
Dave White
Chief, National Resource Conservation Service

Date 6-7-11



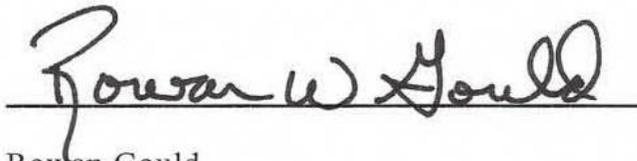
Tom Tidwell
Chief, Forest Service

Date 7/1/11



Robert V. Abbey
Director, Bureau of Land Management

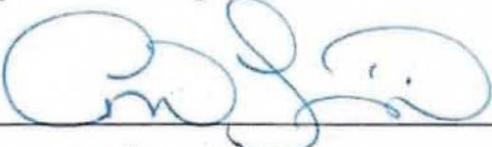
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Date

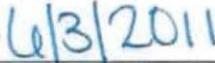


Rowan Gould
Acting Director, Fish and Wildlife Service

6/7/11
Date

The authority and format of this instrument has been reviewed and approved for signature.


ALISON LÉIMAN
U.S. Forest Service Grants & Agreements
Specialist


Date

Burden Statement

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11. The principle contacts for this agreement are:

Natural Resources Conservation Service
Danielle Flynn
National Wildlife Biologist
USDA, NRCS, Ecological Sciences Division
1400 Independence Ave, Room 6160-S-

Washington, D.C., 20013
Phone: 202-690-0856
Fax: 202-720-2646
Email: danielle.flynn@wdc.usda.gov

United States Forest Service

Chris Iverson
Assistant Director
201 14th Street SW, Room 6154-S
Washington, D.C., 20250
Phone: 202-205-3199
Fax: 202-205-1599
Email: civerson@fs.fed.us

Bureau of Land Management

Dwight Fielder
Division Chief
Division of Fish, Wildlife and Plant Conservation
1849 C Street, NW 5115 LM
Washington, DC 20240
Phone: 202-912-7230
Fax: 202-912-7
Email: dwight.fielder@blm.gov

United States Fish and Wildlife Service

Dave Walker
Farm Conservation Programs Coordinator
Division of Habitat and Resource Conservation
U.S. Fish and Wildlife Service
4401 N. Fairfax Drive, Mail Stop 770
Arlington, VA 22203
Phone: 703-358-2310
Fax: 703-358-2232
E-mail: davewalker@fws.gov