

FS Agreement No. 09-SU-11132421-171

Cooperator Agreement No. _____

SERVICEWIDE MEMORANDUM OF UNDERSTANDING
NO. 09-SU-11132421-171
BETWEEN
PUBLIC LANDS COUNCIL
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Public Lands Council, hereinafter referred to as PLC, and the United States Forest Service, hereinafter referred to as U.S. FOREST SERVICE.

I. AUTHORITY

Under the provisions of the following for the U. S. FOREST SERVICE: P. L. 86-517, Multiple-Use, Sustained-Yield Act (16 U.S.C. 1600 et seq.), P. L. 95-307, Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1641 et seq.), National Agricultural Research, Extension and Teaching Act of 1977, as amended by The Food Security Act of 1985 (7 U.S.C. 3318), Granger-Thye Act of April 24, 1950 (16 U.S.C. 572) Section 5., and Cooperative Forestry Assistance Act of 1978 as amended (16 U.S.C. 2101-2114, P. L. 95-9-313, The International Forestry Cooperation Act of 1990 (16 U.S.C 4501, P.L. 101-513) Endangered Species Act of 1973 (87 Stst. 884, as amended: 16 U.S.C. 1531), Federal Cave Resources Protection Act of 1988 (16 U.S.C. 4301-4309), P.L. 100-691, and Volunteers in the National Forest Act of 1972 (16 U.S.C. 558a-558d) P.L. 92-300.

II. PURPOSE:

The purpose of this MOU is to increase allotment level monitoring on National Forest System lands by encouraging a cooperative short- and long-term monitoring plan between consenting grazing permittees, and the U.S. Forest Service. The permittees will utilize uniform collection and reporting processes consistent with Appendix A.

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

1. U.S. Forest Service and PLC will benefit by realizing an increase in the number of allotments being monitored thereby improving the health of public lands.
2. U.S. Forest Service and PLC have a mutual interest in uniform monitoring protocols, data collection processes, and reporting methods used by land management agencies (see Appendix A.)

IV. THE U.S. FOREST SERVICE SHALL:

1. Identify allotments where monitoring data is currently collected and analyzed by Permittees and the U.S. Forest Service.
2. Contact Permittees and invite them to participate in the Cooperative Rangeland Monitoring Program.
3. Add additional allotments each year to the maximum extent feasible with available resources.
4. Provide an annual status report to PLC at their Spring Conference on the Cooperative Rangeland Monitoring Program activities over the course of the preceding year.
5. Work cooperatively with Permittees participating in the program to develop allotment monitoring plans. Development of allotment monitoring plans should include consideration of those items listed in Appendix A.
6. Provide Permittees with information on the condition of the range on their allotment as it becomes available.
7. Work with other Federal agencies to improve consistency of range monitoring protocols, data standards, and data management.
8. Reserve the management flexibility to establish priorities for monitoring while striving to coordinate monitoring activities with Permittees.
9. When possible, coordinate with Natural Resources Conservation Service with respect to performing soil surveys and vegetation correlation at sites selected for this program.
10. Ensure conformance with U.S. Forest Service protocols. The planning, collection and interpretation of monitoring data will be jointly conducted by participating permittees and the U.S. Forest Service pursuant to the agency's protocols developed to measure forage use and/or indicators of rangeland condition. The U.S. Forest Service may check data presented either by the permittee or a permittee's representative prior to adopting it. The U.S. Forest Service shall adopt data that meets U.S. forest Service standards. In the absence of monitoring by the permittee or a permittee's representative, the U.S. Forest Service will monitor independently using established protocols. The local U.S. forest Service officer will decide how to use or interpret monitoring data when there are differences between the parties.
11. Ensure agreement between the parties on methods for collecting data, which must precede implementing the joint monitoring plan. The methods to be considered will be based on approved U.S. Forest Service protocols. When differences occur between the parties in the methods to be used, the local U.S. Forest Service officer will make the decision.
12. Ensure that permittees have the option to seek assistance from other individuals or institutions such as the Cooperative Extension Service and/or consultants in collecting the monitoring data. Ensure the permittee(s) designate one individual to work with the U.S. Forest Service. As necessary, U.S. Forest Service or Cooperative Extension Service, who is operating under

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MOU's with the U.S. Forest Service, will provide training to the permittee representative on the agency approved methods.

13. Ensure that this MOU only addresses the interaction between the U.S. Forest Service and PLC, who represent the livestock industry operating on federal lands. Further assure that this MOU in no way precludes the involvement of other federal land users or interested publics from participating in the Cooperative Rangeland Monitoring Program.

V. THE PUBLIC LANDS COUNCIL SHALL:

1. Publicize and otherwise support the Cooperative Rangeland Monitoring Program among its members who hold U.S. Forest Service term grazing permits.
2. Identify and provide to the U.S. Forest Service the names of Permittees in each State who are willing to participate in a cooperative data collection process for their allotments.
3. Serve as a liaison to the U.S. Forest Service to address issues of concern to the term grazing permit holders that arise during the administration of the MOU.
4. Report in writing annually to the U.S. Forest Service on the status of their members' participation in Cooperative Rangeland Monitoring Program at PLC's spring meeting.

A. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and PLC and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the U. S. Forest Service or PLC and the subsequent written concurrence of the other(s). Either the U. S. Forest Service or PLC may terminate this MOU with a 60-day written notice to the other(s).
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

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**U. S. Forest Service Project
Contact**

Ralph Giffen
USDA Forest Service
Range Staff, mailstop 1103
1400 Independence Avenue, SW
Washington, DC 20250
Phone: 202-205-1279
FAX: 202-205-1096
E-Mail: rgiffen@fs.fed.us

**Public Lands Council Project
Contact.**

Jeff Eisenberg
Executive Director
Public Lands Council
1301 Pennsylvania Avenue, NW
Washington, DC 20004
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E-Mail: jeisenberg@beef.org

**U. S. Forest Service Administrative
Contact**

Altonia McGuire
USDA Forest Service
Range Staff, mailstop 1103
1400 Independence Avenue, SW
Washington, DC 20250
Phone: 202-205-0982
FAX: 202-205-1096
E-Mail: amcguire@fs.fed.us

Cooperator Administrative Contact

NA

Phone:
FAX:
E-Mail:

5. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties will manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
6. **ENDORSEMENT.** Any cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.
7. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share

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- or part of this instrument, or benefits that may arise there from, either directly or indirectly.
8. **TERMINATION.** Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.
 9. **MODIFICATIONS.** Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
 10. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

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THE PARTIES HERETO have executed this instrument.

PUBLIC LANDS COUNCIL

Skye N Krebs 7/17/09
DATE

SKYE KREBS
President
Public Lands Council

USDA-FOREST SERVICE

Thomas L Tidwell 9/3/09
DATE

THOMAS L. TIDWELL
Chief
U. S. Department of Agriculture
Forest Service

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

DATE
FS Grants and Agreements Specialist

Appendix A

Cooperative Rangeland Monitoring Program

Allotment Monitoring Plan

The following items should be considered when developing a monitoring plan with the permittee. It is not intended for this list to be inclusive or absolute. Local considerations need to be factored when jointly preparing the monitoring plan with the permittee. The monitoring plan will be considered a dynamic document. The monitoring plan will be reviewed and modified as necessary when new information becomes available. Consideration will be given to incorporating the monitoring plan into the Allotment Management Plan. As such, the monitoring plan will then be reviewed on an annual basis during permittee meetings and development of the Annual Operating Instructions.

Monitoring Plan Elements:

1. State clearly the resource objectives that will serve as the basis for selecting the attributes to be monitored. Resource objectives will include those in the Forest's Land and Resource Management Plan, Biological Opinions, and Allotment Management Plan, etc.
2. Describe and agree upon the locations, timing, attributes to be measured, and protocols to be used for short-term (implementation) and long-term (effectiveness) monitoring. Items to consider:
 - a. Utilization or residual measurement
 - b. Vegetation production
 - c. Erosion indicators
 - d. Ground cover
 - e. Species composition
 - f. Livestock use patterns
 - g. If available, incorporate information from Ecological Site descriptions.
3. State the grazing and other resource standards that are required to be met and make clear which monitoring protocols will be used to measure the standards.
4. If available, include a summary of prior inventories, monitoring data, stocking records, climatic records, photographs, livestock use patterns, etc.
5. Plan for monitoring data to be collected in a manner that is repeatable and as quantitative as practical.