

MEMORANDUM OF UNDERSTANDING
FOR THE CONTINUATION OF THE
CONSERVATION AND MANAGEMENT OF WESTERN GRASSLAND ECOSYSTEMS AND SPECIES OF
CONSERVATION CONCERN OCTOBER 1, 2015-SEPTEMBER 30, 2020

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide for, under auspices of the Western Association of Fish and Wildlife Agencies (WAFWA), interagency cooperation in conservation and management of species associated with prairie and desert grassland ecosystems of the Western Great Plains (i.e. parts of Arizona, Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming). Collectively this effort is known as the WAFWA Grassland Initiative (WGI). The primary focus is on federally-listed species, state-listed species, and species of conservation concern. The participating agencies agree that cooperation is necessary to collect and analyze data on these species and their habitats, and to plan and implement conservation actions necessary to establish conserve, and/or maintain viable populations of each species that are sufficient to preclude present or future endangerment, within the constraints of approved budgets.

Parties to this MOU are collectively referred to herein as Signatories.

II. Background

The Signatories have been involved in a variety of long-standing and recently initiated efforts to conserve and manage wildlife and habitats in the western Great Plains and desert grasslands found within the western United States. Many of these efforts have been conducted with a single species approach. Despite significant successes to date, the Signatories believe it is in their best long-term interest to move toward a landscape level approach that enables better planning and coordination, efficiency in time and scale of accomplishment, and greater cost effectiveness. The Signatories recognize that such a transition will take time, require adaptive management to respond to emerging needs and priorities, and present unique challenges in terms of process management, shared decision-making, and increased emphasis on community based, voluntary conservation. They also recognize as they move toward a landscape level or ecosystem focus, they must ensure that their commitment to conservation and management of individual species cannot be diminished such that imperilment occurs. The Signatories have long recognized and understood grassland ecosystems and the species dependent upon them need to be managed in a coordinated fashion among the various jurisdictions as is evidenced by various recovery plans, land management plans, and conservation agreements. The Signatories also recognize that it is in their collective best interest to expand coordination and management activities and seek additional financial resources through collaboration to strengthen grassland conservation efforts to reverse the trend of long-term decline indicated by many grassland dependent species at the state, national, and international level.

III. Objectives

The Signatories agree to accomplish the following conservation objectives:

1. Assist with integrating grassland management components or practices into other state specific and/or regional ecosystem management plans, as appropriate, by September 30, 2020.
2. Compile and summarize WAFWA Grassland Initiative conservation activities and their contribution to grassland ecosystem conservation by September 30, 2020.
3. Review, modify, and implement the WAFWA prairie ecosystem conservation strategy finalized in July 2012 that integrates pertinent components of companion efforts for prairie dogs, black-footed ferret, swift and kit foxes, lesser prairie chicken, mountain plover, burrowing owl, ferruginous hawk, Swainson's hawk, loggerhead shrike, and, as appropriate and feasible, other shrub and grassland dependent species.
4. Coordinate with, establish, or otherwise convene various conservation teams, work groups, etc. as necessary to implement conservation actions associated with this MOU.
5. Cooperate to monitor, maintain, and enhance, to the extent practicable, the populations and habitats of the species addressed pursuant to this MOU.
6. Coordinate with, as necessary and appropriate, companion conservation efforts in the United States, Canada, and Mexico.
7. Enhance awareness of the Signatories and local communities, industries, non-governmental organizations, and private individuals regarding this conservation effort, and encourage and enhance their participation in partnerships to accomplish mutually agreeable conservation objectives.
8. Remain aware of, and inform WAFWA members and MOU signatories on, any legal, regulatory, or policy action associated with the species addressed pursuant to this MOU.
9. Coordinate, compile, summarize, and provide biological data and management information collected and used by MOU partners to contribute toward status reviews or any other regulatory, and policy action requests pursuant to conservation efforts associated with this MOU.
10. Pursue funding opportunities to support the WGI partnerships through interagency and cooperative agreements, grants, incentives, mitigation programs, and/or contracts to implement partner projects, provide mitigation, and administration.

IV. Actions

WAFWA will maintain a State Director to serve as Sponsor for this MOU. It will establish a Steering Committee using a model from existing WAFWA structure, which will promote and facilitate the actions of the WGI. These include, but are not limited to:

- Supporting the development, implementation, monitoring, and evaluation of western grassland conservation actions at international, national, regional and local scales focusing to conserve ecosystems and landscape elements;
- Promoting and coordinating planning efforts among partners and stakeholders;
- Supporting and recommending WGI projects for funding;
- Providing direction and input to any WGI special work groups and creating ad-hoc task groups as needed;
- Supporting the partnerships and initiatives of the WGI with financial and/or staff resources as available per agreement of the WAFWA Directors;
- Participating in marketing efforts/information campaigns to garner additional resources to meet WGI objectives (within agency/organization constraints); and
- Reporting to partners and stakeholders on the status and accomplishments of the Western Grassland Initiative.

The WGI will be housed in the Habitat Committee will be comprised of the Chairperson - WAFWA Habitat Committee Chair, Support staff - WGI Interstate Coordinator, and an appropriate number of WAFWA members and partners necessary to conduct business and provide direction to the effort.

1. The State Director Sponsor or their designee will:
 - a. Recommend to the WAFWA Body any additional Signatories and mutually agreed upon modifications to this MOU;
 - b. Collaborate with WAFWA in contracting a WGI Interstate Coordinator (WGC) for this MOU. Contracts will be on a five-year basis, starting October 1, 2015, with an annual review of the WGC performance provided at the annual summer WAFWA meeting and a recommendation for renewing their continuation and rewarding for their performance.;
 - c. Provide appropriate guidance to the WGC for managing this MOU, including (i) ensuring timely, effective coordination with companion WAFWA conservation efforts; and (ii) integrating this conservation effort into state specific and/or regional ecosystem management plans, as appropriate; and
 - d. Present an annual scope-of-work for approval at the summer WAFWA meeting. An update will be presented at the winter meeting to accommodate changes as the result of emerging issues.
2. The WGC will serve as Chair for WAFWA's Prairie Dog Conservation Team and liaison to other existing WAFWA conservation teams or work groups.
3. The WGC will facilitate the Signatories' efforts to identify and implement the most appropriate way(s) to collect data (e.g., range-wide survey and monitoring recommendations) and best management practices for the species addressed pursuant to this MOU.
4. The WGC will facilitate cooperation in developing major media releases and projects, as well as website support and other public outreach efforts, pursuant to this MOU.

5. The WGC will provide progress reports to WAFWA's Habitat Committee at annual Summer Conferences and Mid-Winter Business Meetings, other association meetings, and to any signatories requesting a report. Monthly briefings on activities will be provided to the Director Sponsor.
6. The WGC will serve as the primary contact to coordinate, compile, and summarize data and information collected by partners to contribute to status reviews or any other legal, regulatory, policy actions.
7. The WGC will serve as the primary contact and participant in developing tools for disease management or incentive program that furthers this MOU.
8. The WGC will pursue funding initiatives to support the WGI partnerships through all available avenues, such as interagency and cooperative agreements, grants, incentives, mitigation programs and/or contracts and provide appropriate grant progress reports to the appropriate funding or granting entity.
9. The Signatories will assist the WGC as necessary to ensure timely, effective, and well-coordinated activities, completion of products and services, and species information and conservation accomplishments pursuant to this MOU.
10. The Signatories will cooperate to maintain, and enhance to the extent practicable, viable populations and habitats of the species addressed pursuant to this MOU.
11. The Signatories will assist the Interstate Coordinator in ensuring local governments, communities, private citizens, and other interested and affected parties are informed on the status of this conservation effort, including ways that might provide possible local economic benefits.
12. The Signatories will recognize and respect the separate authorities of each signatory agency and the interests of other affected or interested parties.
13. The Signatories may cooperate in providing financial support for the Interstate Coordinator for this MOU, with a total annual budget of: YR1 \$129,700; YR2 \$129,700; YR3 \$132,300; YR4 \$132,300; and YR5 \$134,950. The intent is for annual amounts to be contributed by State Wildlife Agencies (33%) Federal Agencies and/or contracts (33%) participating in the MOU, and 34% from any conservation related programs (i.e. Lesser prairie Chicken). Funding would be used for salary, benefits, and operating budget to maintain the WGC. Assessments should occur on an annual basis beginning October 1, 2015, and ending September 30, 2020.
14. The Signatories may provide facilities, equipment, logistical support, authorizations, and permits as necessary and available to implement this MOU, consistent with applicable laws.

V. Authorities

This MOU is among various WAFWA States and various federal partners that may include the Bureau of Indian Affairs, Bureau of Land Management, Department of Defense, National Park Service, Natural Resources Conservation Service, U.S.D.A. APHIS Wildlife Service, U.S.D.A Forest Service, U.S. Fish and Wildlife Service, and U.S. Geological Survey, under provisions of the following Federal laws:

The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)
Fish and Wildlife Act of 1956 (16 U.S.C. 742 et seq.)
Fish and Wildlife Coordination Act (16 U.S.C. 661-667)
Multiple-Use Sustained-Yield Act [of 1960] (16 U.S.C. 528-531)
Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1641-48)
National Forest Management Act of 1976 (16 U.S.C. 1600 et seq.)
Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.)
National Wildlife Refuge Administration Act of 1966, as amended by the National Wildlife
Refuge System Improvement Act of 1997 (16 U.S.C. 668dd et seq.)

VI. Terms and Conditions

It is mutually agreed and understood by and between the Signatories 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. Any endeavor involving reimbursement or contribution of funds between the Signatories to this MOU will be handled in accordance with applicable regulations, and procedures, including those for Federal government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Signatories 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 Signatories 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 five years from the execution date of October 1, 2015, at which time it will be subject to review, renewal, or expiration.
4. Modifications to this MOU shall be made by 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 to the Director Sponsor.
6. Any press releases with reference to this MOU, the Signatories, or the relationship established between the Signatories of this MOU, shall be reviewed by the Interstate Coordinator and State Director Sponsor prior to release.
7. In any advertising done by any of the Signatories, this MOU shall not be referred to in a manner that states or implies that any Signatory approves of or endorses unrelated activities of any other Signatory.
8. During the performance of this MOU, the Signatories 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

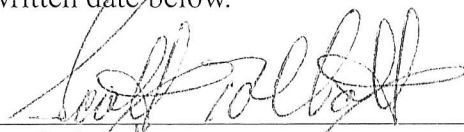
any share or part of this agreement, or to any benefit that may arise from it, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

10. The Signatories agree to implement the provisions of this MOU to the extent personnel and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations, or directives by which the Signatories must legally abide.
11. This MOU is to be construed in a manner consistent with all applicable existing and future laws and regulations.
12. Any information furnished to the U.S. Government under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
13. This MOU is not intended to create and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by or against any person, party, the United States, its agencies or officers, or any participant.

VII. Approval

In witness thereof, the Signatories hereto have executed this Memorandum of Understanding as of the last written date below.

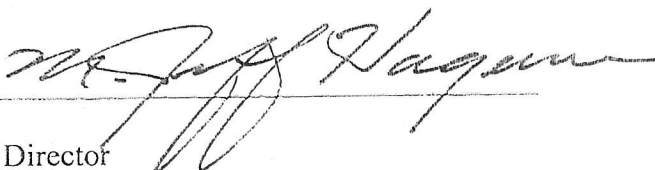
Approved


Director
Wyoming Game and Fish Department

Date

12/4/15

Approved


Director

Date

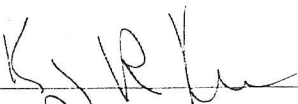
11/23/2015

Title:

Director

Agency: Montana Fish, Wildlife and Parks

Approved



Date

8/25/15

Title

Department Secretary

Agency

S.D. Game, Fish, and Parks

Approved



Date

9/3/15

Title

Director

Agency North Dakota Game and Fish Department

Approved Keith Lepson

Date 8-22-2015

Title Asst. Secretary

Agency KS Wildlife Parks & Tourism

Approved Bob Giel
Title Director

Date 8-21-15

Agency Colorado Parks and Wildlife

Approved: Alexandra Sundance

Date August 19, 2015

Title: Director

Agency: New Mexico Department of Game and Fish

Approved Richard Hatala

Date 8/19/15

Title Director

Agency Alabama Dept. of Wildlife Cons.

Approved Ray S. Day

Date 2/24/16

Title Deputy Director

Agency Arizona Game & Fish Dept.

Approved [Signature]

Date 2/26/16

Title Deputy Director

Agency Nebraska Game & Parks Commission

Approved [Signature]

Date 11/5/15

Title Western Regional Director

Agency USDA APHIS Wildlife Services

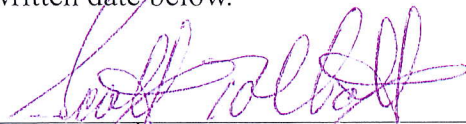
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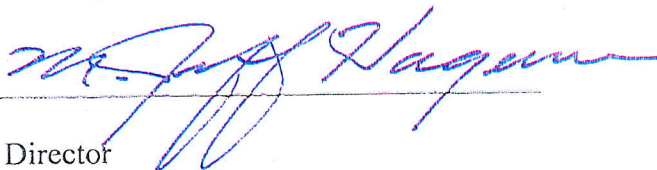
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Wyoming Game and Fish Department

Date

12/4/15

Approved


Director

Date

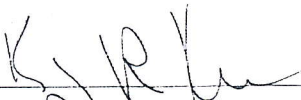
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Title:

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Agency: Montana Fish, Wildlife and Parks

Approved



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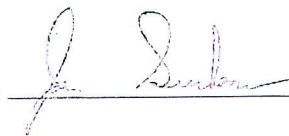
Approved Ante [Signature]

Date 4 March 2016

Title Executive Director

Agency Texas Parks and Wildlife Department

Approved



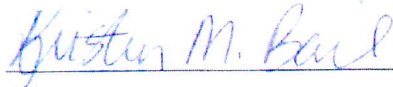
Date

11/5/15

Title Western Regional Director

Agency USDA APHIS Wildlife Services

Approved



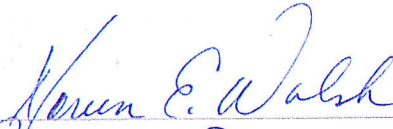
Date

August 15, 2016

Title Assistant Director, Resources and Planning

Agency Bureau of Land Management

Approved



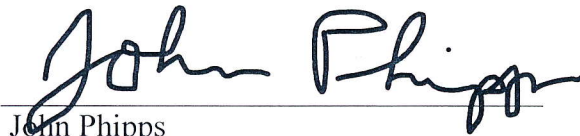
Date

5/30/2017

Title Regional Director

Agency U.S. Fish and Wildlife Service

Approved


John Phipps

Date

6/6/2017

Title: Station Director

Agency: USDA Forest Service Rocky Mountain Research Station