



Secretary Brooke L. Rollins

MEMORANDUM OF UNDERSTANDING
between the
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Title: Advancing Grazing on Forest Service and BLM Lands

I. PARTIES

This Memorandum of Understanding (MOU) is hereby entered into by and between the United States Department of the Interior, Bureau of Land Management hereinafter referred to as the "BLM," and the United States Department of Agriculture Forest Service, hereinafter referred to as the "Forest Service"; jointly referred to as the "Parties."

II. AUTHORITY

1. The Federal Land Policy and Management Act (43 U.S.C. § 1701 et seq.)
2. The Taylor Grazing Act (43 U.S.C. § 315 et seq.)
3. Granger-Thye Act of 1950 (16 U.S.C. § 580(h))
4. Multiple Use Sustained Yield Act (16 U.S.C. § 528-531)
5. National Forest Management Act (16 U.S.C. § 1604(e)(1))

III. PURPOSE

The purpose of this MOU is to outline cooperation between the Forest Service and the BLM for continued and effective coordination and cooperation in issuing a Grazing Action Plan, which will bring federal land grazing to the forefront and address the critical needs of grazing permittees.

IV. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The long-standing relationships between the Forest Service, the BLM, and public land grazing permittees have direct, positive impacts on communities and the nation. Together the Parties recognize the innovation and cooperation needed to sustain and protect America's ranching heritage.

Now, therefore, in consideration of the above premises, the Parties agree to:

1. Host or participate in learning roundtables for the Parties and ranchers to share information, leading to a better understanding of the issues facing ranchers and land management agencies. The Parties will collaborate with livestock and public lands grazing advocacy organizations to facilitate that information-sharing.
2. Initiate ranch immersion and training programs for new and existing federal employees to the daily life, decisions, and dilemmas of ranchers to bridge the gap between federal policy and on-the-ground realities of the ranching community.
3. Include a Grazing Permittee Wildfire Liaison as part of every response by a Party to a wildfire incident where permitted grazing may be affected. The Grazing Permittee Wildfire Liaison will provide consistent communication with affected permittees and work to eliminate issues surrounding livestock retrieval and access.
4. Prioritize transparent and interactive communication through websites and local engagements. Party websites will be enhanced or developed to be user-friendly, informative and transparent. Consistent and transparent grazing allotment data and availability will be shared on the BLM's Rangeland Administration System and the Forest Service's Range Management website.
5. Maximize the use of targeted grazing—including on vacant allotments—as an active management tool to achieve cost effective resource improvements (e.g., wildland fire fuels reduction, invasive species reduction). To further enable fuels reduction, the Parties will announce and promote the availability of vacant allotments in advance of the allotment's typical wildfire season.
6. Expand the use of Shared Stewardship and Good Neighbor Authority agreements to address shared land management goals across multiple jurisdictions.
7. Expand and implement outcome-based grazing across BLM- and Forest Service-managed lands to improve the management of federal lands grazing.
8. Invest in and apply new technologies and innovative grazing practices to lower costs for grazing lessees and permittees, such as voluntary virtual fencing, and develop standardized resource data, analyses, and tools to accelerate the permitting process for authorizing grazing on Federal lands while improving land health.
9. Regularly audit vacant grazing allotments to assess resource needs, identify active management strategies, and solicit interest from the ranching community. Pending the result of such assessment, the Parties will leverage resources to invest in required

infrastructure and analysis to increase the extent to which vacant allotments are available for long-term stocking.

10. Consistent with applicable law, seek to take appropriate actions to implement a goal of a no net loss of Animal Unit Months (AUMs) within allotments. The Parties will seek to mitigate issues before permanently reducing AUMs or vacating an allotment. Such mitigation may include reconfiguration of allotments and pastures or offering a wider range of grazing opportunities and management flexibility.
11. Modernize the Parties' grazing regulations and guidance to improve coordination with grazing permittees. The Parties will deregulate where appropriate, streamline processes, and incorporate beneficial flexibility when necessary.
12. Utilize new and existing tools for compliance with the National Environmental Policy Act (NEPA), such as Categorical Exclusions, and the Parties' recently updated NEPA regulations and other procedures. These tools support efficient active management, thereby leading to quicker pathways to opportunities for permittees (e.g., rangeland improvements, use of vacant allotments, targeted grazing). Whenever possible, the Parties will cooperatively develop training and metrics to ensure consistency and accountability across units within each agency.
13. Consistent with applicable law, utilize all available emergency authorities that enable the agency to expedite authorization of livestock use. This would include NEPA, National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) emergency authorities and procedures to streamline permitting for emergency use for fuels reduction and displaced livestock.
14. Maximize cooperative work and management of rangelands.

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

1. Nothing in this MOU may be construed to obligate the Parties to expend any current or future funds or other obligations for the payment of money.
2. This MOU is neither a fiscal nor a funding obligation document. Specific activities that involve the transfer of money, services or property between or among the Parties will require execution of separate agreements or contracts in accordance with applicable laws, regulations and procedures.
3. Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of the Parties.
4. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any Party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.
5. This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU binds the Parties to perform beyond their respective authorities.

6. The terms of this MOU are severable. If any term of this MOU is held to be invalid or illegal, the invalidity of such term or provision shall not affect the remaining terms and provisions.
7. Any modifications to this MOU must be made by mutual consent of the Parties and must be commemorated by a written modification, signed and dated by all Parties.
8. This MOU may be terminated by any of the Parties following at least 30 days' written notice to the other Party.
9. The MOU becomes effective upon the date last signed and executed by the Parties to this MOU. The MOU shall remain in effect for five years from the effective date unless terminated, extended, or canceled at which time it will expire.

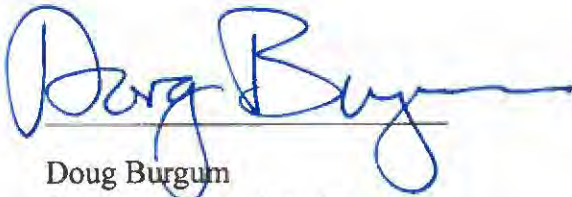
VI. ADMINISTRATION

The MOU principal technical points of contact are:

For the BLM: Sharif Branham, Assistant Director for Resources and Planning

For the Forest Service: Gilbert Jackson, Rangeland Management Program Manager

VII. SIGNATURES



Doug Burgum
Secretary of the Interior

Date: 3/31/2020



Brooke Rollins
Secretary of Agriculture

Date: 3/31/2020