

June 15, 2009

Memorandum of Understanding

**U.S. Department of the Interior
U.S. Department of Agriculture
U.S. Department of Energy
Western Governors' Association**

*Regarding coordination among federal agencies and states
in identification and uniform mapping of wildlife corridors and crucial habitat*

WHEREAS, in February 2007 the Western Governors' Association ("WGA") unanimously approved policy resolution 07-01, "Protecting Wildlife Migration Corridors and Crucial Wildlife Habitat in the West", and, in so doing, described the importance of wildlife corridors and crucial habitat and asked the Western states, in partnership with important stakeholders, to identify key wildlife corridors and crucial wildlife habitats in the West and make recommendations on needed policy options and tools for preserving those landscapes; and

WHEREAS, to implement the resolution, WGA launched the WGA Wildlife Corridors Initiative, a multi-state collaborative process that included committees and working groups charged with developing findings and recommendations on various aspects of wildlife corridors and crucial wildlife habitat; and

WHEREAS, the Wildlife Corridors Report approved by the Governors in June 2008 recommended the development of integrated Fish and Wildlife Decision Support Systems within each state to compile information, identify data gaps, assure data quality, bring consistency in data format and standards as appropriate, and make the data, models, and analyses available at scales useful to analyze projects in terms of on-site impacts, regional context, and a changing climate; and

WHEREAS, the WGA established the Western Governors' Wildlife Council to consider various issues related to the conservation and responsible use of crucial wildlife habitat and wildlife corridors; to provide habitat and corridor information to relevant federal, state and local governmental entities; and to seek uniform mapping of this information in a GIS format for all to use, and

WHEREAS, the U.S. Department of the Interior ("DOI") and the U.S. Department of Agriculture ("USDA") include multiple-use missions requiring them to balance a variety of land uses while providing healthy and productive landscapes; and

WHEREAS, one of the Department of Energy's ("DOE") strategic themes is to achieve energy security through reliable, clean and affordable energy; wildlife issues are a major factor in achieving such energy development in the West; and

WHEREAS, individual state have management authorities for wildlife resources, including those for establishing wildlife objectives and ensuring sustainable wildlife populations while federal agencies have habitat management responsibilities as well; and

WHEREAS, federal and state lands play a critical role in the economies of local communities through their mixed use mandates that include recreation, wildlife management, and energy development; and

WHEREAS, WGA, through the activities of the Western Governors' Wildlife Council, is uniquely positioned to lead efforts that facilitate understanding of wildlife habitat and connectivity; and

WHEREAS, there are multiple factors which may impact wildlife, habitat, and corridors including but not limited to drought, fire, energy and transmission development, transportation planning, subdivision of lands, farming and grazing, invasive species, climate change, and recreation; and

WHEREAS, federal land management agencies consider individual state wildlife action plans during land use planning decisions; and

WHEREAS, states and federal agencies have geospatial mapping resources indicating the location of resources and other landscape-level information; and

WHEREAS, ongoing efforts among states, federal agencies, research institutions non-governmental organizations, tribes and the private sector to develop quality data on wildlife and habitat, and to uniformly and consistently map wildlife corridors and crucial habitat across administrative boundaries, can be significantly improved; and

WHEREAS, timely access to quality data on wildlife would benefit wildlife managers, state and federal land managers, local governments, industry and private property owners.

WHEREAS, the federal agencies have the following respective authorities to enter into this MOU:

- A. Department of the Interior Authorities: Fish and Wildlife Act of 1956 (16 U.S.C. 742(a)-742d, 742e-742j-2); Fish and Wildlife Coordination Act of March 10, 1934 (16 U.S.C. 661 et seq.); USGS Authorities: The Organic Act of March 3, 1879, as amended, 43 U.S.C. 31 et seq., and 43 U.S.C. 36c; BLM: Section 307(b) of the Federal Land Policy and Management Act of 1976 (43 USC § 1737); National Park Service Organic Act (16 U.S.C. 12 3; and, Consolidated Natural Resources Act of 2008 PL-110-229

B. B. Department of Agriculture: Organic Administration Act of 1897, (16 U.S.C. 473, et seq.); the Multiple Use Sustained Yield Act of 1976 (16 U.S.C. 528, et seq.); and the National Forest Management Act of 1976 (16 U.S.C. 1600, et seq.).

C. Department of Energy: Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

NOW THEREFORE, the WGA, DOI, USDA and DOE (the Parties) hereto mutually agree as follows:

1. DOI, DOE and USDA will endeavor to assist the WGA in the efforts of the Western Governors' Wildlife Council, working in coordination with their member states, to create state-based decision support systems that develop, coordinate, make consistent and integrate quality data about wildlife, corridors, and crucial habitat across landscapes.
2. The Parties will seek to establish state-based decision support systems that build on existing systems and include a process for reviewing data from state wildlife agencies, state natural heritage programs, federal agencies, tribes, local governments, conservation organizations and industry to enhance data quality, reliability and availability, and a process to work toward consistency for wildlife population data, mapped data of wildlife corridors, and crucial habitat across various political jurisdictions.
3. The Parties will endeavor to develop, use and make available the various decision support systems to inform relevant decision-makers at all levels of government, and the private sector engaged in land use decisions, and to evaluate a variety of land uses while providing healthy and productive landscapes.
4. The Parties to this MOU will coordinate their respective efforts to assist in the development of state-based decision support systems. Such efforts could also be targeted on a pilot basis at expedited development of wildlife data within particular areas and for such purposes as are subsequently determined by the Parties and/or individual states.
5. Each Party will designate an official as its lead liaison to manage and oversee coordination with the other Parties on the activities in furtherance of this MOU.
6. It is mutually agreed and understood by and between the Parties that:
 - This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate Federal Agencies, the United States, or individual states to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Federal Agencies that are party to the MOU, the

United States or individual states to spend funds on any particular project or purpose, even if funds are available. 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 federal government procurement and printing of federal publications. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and to the extent independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.

- This MOU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations and individuals.
- This MOU is effective as of the last date shown below and expires four years from that, at which time it will be subject to review, renewal or expiration.
- Modifications to this MOU shall be made by the issuance of a mutually executed modification prior to any changes being performed.
- Any Party to this MOU may withdraw after a 60-day written notice.
- No party will make an official statement on behalf of any of the other parties about the work in connection with this agreement.
- Nothing in this agreement may be interpreted to imply that the Federal Agencies that are party to this agreement endorse any product, service, or policy of the WGA or the Western Governors' Wildlife Council. The WGA or the Western Governors' Wildlife Council will not take any action or make any statement that suggests or implies such an endorsement.
- Nothing in this agreement may be interpreted to imply that the WGA or the Western Governors' Wildlife Council endorse any product, service, or policy of the Federal Agencies that are parties to this agreement. The Federal Agencies that are parties to this agreement will not take any action or make any statement that suggests or implies such an endorsement.
- During the performance of the MOU, the participants 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.
- 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, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
- Nothing in this MOU supersedes similar or complementary efforts already ongoing under any law, regulations, or directives applicable to the Power Marketing Administrations.
- Nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.
- This MOU is not intended to, and does not create, any right or benefit, substantive or procedural, enforceable at law or equity, by a Party against the United States, its agencies, its officers, or any person.

- That any information relied upon or disseminated by USDA under this MOU is subject to section 1619 of the 2008 Farm Bill.
- That any information furnished to the parties under this MOU is subject to the Freedom of Information Act, 5 U.S.C. § 552, unless otherwise exempt from disclosure, and may be subject to individual states' public record laws.



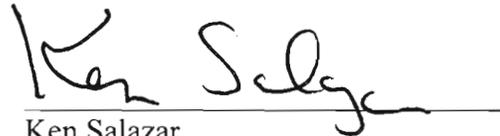
Brian Schweitzer
Governor of Montana
WGA Chairman



C.L. "Butch" Otter
Governor of Idaho
WGA Vice Chairman



Dr. Steven Chu
Secretary
U.S. Department of Energy



Ken Salazar
Secretary
U.S. Department of the Interior



Tom Vilsack
Secretary
U.S. Department of Agriculture