

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**USDA Forest Service, Medicine Bow-Routt National Forests**  
**and**  
**Seven Conservation Districts that Border the Medicine Bow National Forest**

THIS MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the USDA Forest Service, Medicine Bow-Routt National Forests (Forest Service), and the Seven Conservation Districts that border the Medicine Bow National Forest which are: Converse County Conservation District, Laramie County Conservation District, little Snake River Conservation District, Medicine Bow Conservation District, Platte County Resource District, Laramie Rivers Conservation District and Saratoga-Encampment-Rawlins Conservation District (Districts).

A. Purpose

This MOU is established to provide coordination, communication, and the exchange of ideas and info and information between the Forest Service and the Districts pursuant to the Revision of the Medicine Bow National Forest Land and Resource Management Plan (Medicine Bow Revision). This agreement establishes the Districts collectively as a cooperating agency in this Revision process. In particular, the Forest Service, as lead agency, has asked the Districts for cooperation in the areas of water quality monitoring, planning for impaired watersheds, socio-economic analysis, and public involvement. While the Forest Service recognizes the expertise of districts in these areas, this agreement does not preclude the Districts from submitting other information, comments, and/or data pertaining to the Medicine Bow Revision, including but not limited to preparation of an alternative.

B. Authority

This agreement is subject to 40 Code of Federal Regulations Parts 1500-1508 and forest Service Handbook 1909.15. The Districts are authorized to enter into this MOU pursuant to the Wyoming Conservation District Law found at Title 11 Chapter 16 of the Wyoming State Statutes; Specifically, 11- 16-122. Powers and duties of districts and supervisors thereof generally:

"(xix) Manage as agent of the United States or any of its agencies, and enter into agreements with the United States or any of its agencies, or this state or any of its agencies, to effect cooperation with the United States or any of its agencies under United States Public Law 566 approved August 4, 1954, or amendments thereto, in connection with the. acquisition, construction, operation or administration of any land utilization, soil conservation, erosion control, erosion prevention, flood prevention projects, conservation of water, water utilization, disposal of water in watershed areas and other water projects within its boundaries; (xx) Act as representative for local groups in dealing with the United States or its representatives, in soil or water conservation matters under United Sates Public Law 566 approved August 4, 1954, or amendments thereto;"

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2. Participation in similar activities. This instrument in no way restricts the Forest Service or the Districts from participating in similar activities with other public or private agencies, organizations, and individuals.

3. Administrative.

- Nothing in the MOU will be construed to alter the legal rights and remedies that each party would otherwise have.
- Nothing in this MOU will be construed to extend jurisdiction or decision-making authority to either party to this MOU, beyond that which exists under current law, regulations, or ordinances.
- Nothing in this MOU will be construed as limiting or affecting the authority or legal responsibility of any party, or as binding any party to perform beyond the responsive authority of each, or to require them to assume or expend any sum in excess of appropriation available-
- The provisions in this MOU are subject to the laws and regulations of the State of Wyoming, the laws of the United States, and the regulations of the Secretary of Agriculture.

4. Principal Contacts: The principal contacts for this instrument are:

Dave Harris  
USDA Forest Service, Medicine Bow-Routt National Forest  
2468 Jackson Street  
Laramie, WY 82707  
(307) 745-2422

Larry Hicks  
Little Snake River Conservation District  
P.O. Box 355  
Baggs, WY 82321  
(307) 383-7860

5. Non-Fund Obligor Document. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

6. Modification. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.

7. Completion Date. This instrument is executed as of the last date shown below and expires no later than December 31, 2004 at which time it is subject to review and renewal or expiration.

8. Authority .The Districts have authorized the Chairman of the Little Snake Rivers Conservation District to sign this MOU on behalf of all seven conservation districts.

THE PARTIES HERETO have executed this agreement.

Mary Peterson  
Forest Supervisor  
9-9-02

USDA FOREST SERVICE MEDICINE BOW-ROUTT N.F.

Jack Cobb  
Chairman

9-12-02

LITTLE SNAKE RIVERS CONSERVATION DISTRICT

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

Loren Ebner  
USFS Grants & Agreements Specialist

Memorandum of Understanding MOU (CD)  
-Agreement Linking Conservation Districts-

I. Statement of Purpose

The purpose of this Memorandum of Understanding (MOU-CD) is to establish a cooperative agreement among the seven conservation districts that border the Medicine Bow National Forest (MBNF). The seven Districts have been recognized by the United States Department of Agriculture-Forest Service (FS) as authorized by the statutes of the State of Wyoming. The Districts will contribute during all phases of the Medicine Bow National Forest-Land and Resource Management Plan (LRMP), which will require cooperation among the Districts during the revision process. Major goals of the seven Districts will be: 1) to provide to the FS with the Districts' objective assessments concerning natural resource issues and the supporting data; 2) communicate to the FS the concerns and opinions of citizens in the districts of the potential impact of the LRMP and; 3) to facilitate the revision process in a responsible manner. District personnel selected to participate in the revision process will do so in a professional, dedicated manner, and will strive to meet the stated goals and objectives of the seven Districts.

II. Background

A. It is mutually recognized and agreed upon by the Converse County Conservation District, Laramie County Conservation District, Laramie Rivers Conservation District, Little Snake River Conservation District, Medicine Bow Conservation District, Platte County Resource District, and Saratoga-Encampment-Rawlins Conservation District that:

1. The MOU(FS) is an agreement between the Districts and the USDA-FS Medicine Bow National Forest, for creating the framework to provide District information and direction for the FRMP revision plan. This MOU (CD) establishes the rules and structure of how the conservation districts will cooperate during the revision plan process.
2. Neither MOU (FS) or MOU (CD) shall be construed to affect the jurisdiction of the local Conservation Districts which exist as a matter of law, and;
3. Each conservation district requests that the FS consider the impacts, from decisions resulting from the planning process, upon the natural resource management, economic and social vitality, and the local needs.

B. The Districts will identify the major issues that affect the physical, social, economic, biological, and cultural aspects of the environment and address each of these characteristics during the planning process.

III. Common Objectives

A. The Districts will develop processes and procedures necessary to ensure the Districts work efficiently and effectively to meet their responsibilities as public entities and the provisions of the MOU (FS).

B. The Districts will exchange of information that can aid the Districts' Central or Technical Assistance Committee in developing their decisions. Attachment A illustrates how information will flow among the Districts and the FS.

C. Each district will appoint one supervisor and one district staff to serve on the Central Committee. This central committee will act as a clearinghouse for the information given by the Districts to FS personnel. All members on the committees will serve while the Medicine Bow National Forest LMRP is under revision. If an individual district wants to change one of their representatives, they have the responsibility of bringing that replacement up to date in the process. At least one representative from each district shall strive to attend the regular meetings.

D. A trained facilitator may be employed by the central committee.

E. The central committee will elect/appoint one (1) supervisor and one (1) staff who will act as liaisons between the Districts and the FS. Each district can nominate a staff member and a supervisor for the liaison positions. If only one person is nominated for a liaison position that individual will be automatically appointed. These liaison personnel will serve for the length of the planning process except when, the Board of Supervisors for each liaison(s) themselves request replacement. When a liaison is replaced he/she will remain a member of the Central Committee. These liaisons will be responsible for transmitting the information on the flowchart (Attachment A). Information received by the liaisons from the FS will be sent to the Central Committee through their conservation district office. These communications should be timely, since it is anticipated the districts may need to respond quickly. Should a District fail to respond within a designated time their response may be disregarded by the FS. At least one of the liaisons shall attend all scheduled meetings with the FS and the District's Central Committee.

F. All information, data, maps, and other pertinent facts given to the FS ~ be transmitted according to the flowchart identified as Attachment A.

G. All printed articles, electronic, and/or spoken news stories, or articles released by the conservation districts concerning the FS revision process must first be approved by the districts' Central Committee.

H. The Districts, through the Central Committee, will review and evaluate, the effectiveness of MOU (CD).

#### IV. Project Level Objective

It is understood that the parties shall work in good faith at both the local level and the multi-district level to implement the objective. To accomplish this objective the districts must balance the needs of constituents and the constraints placed on the FS and their staff.

The objective purpose of this project (i.e., participation of the Districts in the revision of the Medicine Bow National Forest LMRP) is to provide the conservation districts of Albany, Carbon, Converse, Laramie, and Platte Counties the opportunity to fulfill statutory mandates granted by the Wyoming Conservation District Law found at Title II Chapter 16 of the Wyoming State Statutes (WS 11-16-101 et seq.).

#### V. Termination

This agreement can be modified or terminated at any time by a majority of the Central Committee.

## VII. Signature Sheet

The parties Hereto have executed this agreement.