

Memorandum of Understanding  
Among the  
**Soil and Water Conservation Districts of Montana**  
And the  
**State of Montana**  
And the  
United States Department of Agriculture  
**Natural Resources Conservation Service**

This Memorandum of Understanding (MOU) is among the Soil and Water Conservation Districts of Montana Incorporated (SWCDMI), the State of Montana, and the Natural Resources Conservation Service (NRCS).

**I. PURPOSE**

This MOU provides a framework for cooperation among the SWCDMI, State of Montana, and NRCS. Specifically, this MOU encourages each organizational level of SWCDMI, State of Montana, and NRCS to work together to implement mutually agreed upon priorities, share expertise, and streamline protection and enhancement of sage-grouse habitat on working rangelands. Representing the species northernmost stronghold, greater sage-grouse in Montana are wholly dependent on large and intact sagebrush grazing lands. Unlike most western states, only 30 percent of sage-grouse habitat in Montana is managed by the federal government. As such, innovative partnerships with private landowners on working rangelands in Montana are essential to sage-grouse conservation.

**II. BACKGROUND**

The SWCDMI, founded in 1972, is a non-governmental, non-profit organization that serves Montana's 58 conservation districts which are formed under state statutory authority. SWCDMI serves districts at the statewide level through the coordination of programs and information important to districts' local common sense conservation efforts. These programs have included several that assist partners with sage grouse efforts including participation in the Sage Grouse Initiative (SGI).

On September 9<sup>th</sup>, 2014 Governor Steve Bullock issued Executive Order no. 10-2014 creating the Montana Sage Grouse Oversight Team (MSGOT) and Montana Sage Grouse Habitat Conservation Program. Senate Bill 261 (64<sup>th</sup> Montana Legislature) codified the Montana Greater Sage-Grouse Stewardship Act, the composition of the Montana Sage Grouse Oversight Team, and established the Sage Grouse Stewardship Account. The Governor's Office and staff from the Montana Sage Grouse Habitat Conservation Program will

implement the act and administer state funding for the state's sage grouse conservation program.

In 2010, NRCS launched SGI to voluntarily reduce threats facing sage-grouse and ranching on private lands. SGI focuses on the shared vision of wildlife conservation through sustainable ranching, providing solutions for producers, sage-grouse and 350 other obligate species. In 2015, NRCS Chief Weller committed another \$200 million for SGI, an allocation comparable to previous investments. Unlike past years, these new resources provide a 4-year planning horizon that enables NRCS and partners to better position staff for implementation and provides time to raise matching funds for identified priorities.

### **III. AUTHORITY**

NRCS is authorized to enter into this MOU through the Soil Conservation and Domestic Allotment Act (16 U.S.C. 590 a-590f). Montana is authorized to enter into this MOU pursuant to its authority in §2-15-112(2), 39-1-102 and §39-1-104, MCA. SWCDMI is authorized to enter into this MOU in accordance with SWCDMI bylaws.

### **IV. COMMITMENTS**

Coordination among the local, federal and state governments is critical for conservation success. SWCDMI, the State of Montana, and NRCS share common sage-grouse conservation objectives. Objectives include exploring innovative approaches to sage-grouse habitat conservation and management, promoting voluntary and incentive-based approaches for delivery, and strategically focusing our collective resources to alleviate threats facing sage-grouse and ranching.

In support of these common objectives, SWCDMI, the State of Montana, and NRCS mutually agree to:

- A. Work together to best leverage available technical and financial resources according to ability.
- B. Convene once a year, at a mutually agreed date and place, with local, state, and federal agencies along with other stakeholders to discuss the state of sage grouse and plan for the path forward
- C. Collaboratively create science-based targeting tools and outcome-based evaluations to continually improve implementation.
- D. Coordinate efforts through participation in a statewide sage grouse newsletter.

## **V. GENERAL PROVISIONS**

A. This MOU takes effect upon the signatures of the Parties and remains in effect for 5 years from the date of execution. In the event of termination by one of the parties, the other parties may initiate a new MOU between them.

B. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

C. This MOU does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit any agency activities beyond the scope of its mission and authorities under its organic statutes.

D. SWCDMI, State of Montana, NRCS and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

E. Nothing in this MOU creates an exclusive relationship or constrains the ability of any of the parties to work with other entities and stakeholders in furthering sage grouse conservation.

F. Nothing in this MOU shall obligate SWCDMI, State of Montana, or NRCS to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all statutes and regulations.

G. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 § U.S.C. 552).

H. All activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. 15, Subparts A & B), which provide that no person in the United States shall on

the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.

I. All activities conducted under this MOU shall be in compliance with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

**VI. SIGNATURES**

The undersigned of SOIL AND WATER CONSERVATION DISTRICTS OF MONTANA, INC has authority to enter into and carry out the provisions of this Memorandum of Understanding. PARTICIPANT: SOIL AND WATER CONSERVATION DISTRICTS OF MONTANA, INC.

By: \_\_\_\_\_  
Name and Title: JEFF WIVHOLM, President SWCDMI  
Date: \_\_\_\_\_

U. S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

By: \_\_\_\_\_  
Name and Title: JASON WELLER, Chief  
Date: \_\_\_\_\_

STATE OF MONTANA

By: \_\_\_\_\_  
Name and Title: STEVE BULLOCK, Governor  
Date: \_\_\_\_\_