

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BUREAU OF LAND MANAGEMENT AND THE
FISH AND WILDLIFE SERVICE**

1. PURPOSE

The purpose of this agreement is to promote harmonious and effective cooperative relationships between the Bureau of Land Management (BLM) and the Fish and Wildlife Service (FWS) in resource management activities in a manner that recognizes existing cooperative relationships with the States.

2. AUTHORITY

This agreement is made under authority of the Economy Act of June 20, 1932 (31 U.S.C. 686, 6866).

3. RESPONSIBILITIES

The key to achieving the purpose of this agreement is clear definition of BLM and FWS roles and responsibilities within respective statutory authorities. Broad responsibilities are defined below. Specific relationships are set forth in subsequent sections of this agreement. Additional procedures relating to OCS and Geothermal matters are set forth in Secretarial Orders 2974 (Revised) of August 8, 1978, and 2692, respectively.

A. The BLM has the statutory responsibility for cadastral survey, inventory, planning, and multiple-use management of the public lands and public land resources, including fish and wildlife. BLM is also required to assure that fish and wildlife resources are effectively considered in all stages of its land management programs and activities. In connection with this responsibility, BLM must have the capability to efficiently inventory, manage, and protect fish and wildlife habitat.

B. The FWS has principal statutory-responsibility and authority for migratory birds, threatened and endangered (T/E) species, certain marine mammals, international resources within the continental United States, and all fish and wildlife on lands under Service control and as described in the Fish and Wildlife Act of 1956 (.16 U.S.C. 742(a)-754).

C. FWS and BLM have general responsibilities to conduct research and to compile information on the status of fish, wildlife, and plant resources and those factors affecting them in their respective areas of responsibility. These general FWS assessments for wildlife and vegetative conditions and trends may at times extend to areas within the public lands under BLM administration in response to statutory, Presidential, or Secretarial direction.

D. Both Agencies have fish and wildlife advocacy roles within their statutory-authorities or other assigned functions.

4. COORDINATION

A. Field Coordination. Frequent informal consultation on matters of mutual concern is to be encouraged at all levels. Where disagreements arise, they should be expressed through the levels of authority of the two Agencies, beginning at the lowest appropriate field level.

1. The BLM State and OCS Offices and the FWS Area Offices or their delegated offices will be the primary offices through which field coordination will take place. Each is responsible for ensuring that appropriate offices of its organization are involved whenever appropriate.

2. On matters of mutual interest, the FWS Area Manager or the BLM State Director or the OCS Office manager will determine which of their respective offices should be the focal point for coordination, including referral to other field organizational units (i.e., BLM Denver Service Center (OSC), FWS Research Centers, Area Offices, and National Teams). The Directors or Leaders of these field units will apprise FWS Area Managers and BLM State Directors and/or OCS Office Managers of planned or ongoing studies, projects, and activities.

B. Washington Office (WO) Coordination Committee. Close coordination is also essential at the WO level. This agreement reaffirms the need to continue the BLM-FWS Interagency Committee for Program Coordination with the following responsibilities:

1. To coordinate the full range of related programs between the two Agencies.
2. To arrange for cooperation, support, and standards in the operational conduct of programs relating to Wildlife.
3. To provide for exchange of data, information, findings, and services of mutual concern.
4. To coordinate budget and program execution activities.

The Committee will have the authority to make decisions within its areas of responsibility where the cochairpersons of both Agencies agree.

The Committee will have the authority to establish working groups on specific proposals or problem areas, as required.

The committee will be jointly chaired by the Associate Director, BLM, and the Deputy Director, FWS. The Committee will be made up preferably with officials at the policy level concerned with the activities involved. It will meet at least once every two months at the call of the cochairpersons.

C. Meetings. There shall be, as a minimum, annual coordination meetings between State and OCS Offices and appropriate FWS Regional and Area Offices, and such other offices as deemed appropriate, timed to coincide with the budget cycle and to discuss programs and plans relative to items of concern to both Agencies for the coming year. WO level meetings shall be held by the BLM/FWS Coordinating Committee.

D. Written Communication. When either Agency solicits, from the other, advice/recommendations on subjects related to this agreement, 30 days, unless specified otherwise, will be afforded for reply. If no response is received within the specified time period, the requesting Agency will assume that the other either concurs or has no comments to offer.

E. Supplemental Agreements. BLM and FWS field offices or other appropriate organizational units may enter into supplemental agreements where needed to specify interrelationships in detail or for specific project-type activities. Such agreements must be within the policy parameters of this agreement and will stress coordination at the lowest appropriate field units.

F. General Assistance. FWS will assist BLM in a manner consistent with this memorandum of understanding (MOU), through cooperative procedures mutually agreed to by BLM State Directors or Leaders of other BLM or FWS field units. Examples include participation in certain field projects, providing specialized expertise, developing data collection and interpretation methods, assessing major impacts on wildlife, recommending measures for preventing or mitigating damage to important habitats, and conducting research and sharing research findings to support identified BLM needs.

G. Conflicts. Conflicts shall be resolved in accordance with procedures set forth in section 11 of this agreement. Each Agency will strive to support the other in the public arena, to the maximum extent possible.

5. GENERAL PRINCIPLES AND PROCEDURES

A. Multiple-Use Planning.

Principles: The cooperative relationship between the two Agencies is built upon the concept that field level input and information exchange, as early as feasible during the land planning process, will contribute to the achievement of basic objectives of both Agencies.

Procedures:

- 1.** BLM State Directors and OCS Office managers and FWS Area managers will develop procedures, consistent with this MOU and the five-way interagency agreement relating to "Classification and Inventories of Natural Resources," to provide for regular exchange of information and advice as early as feasible in the planning process.
- 2.** Both Agencies will provide comment on the land-use planning documents of the other within their area of expertise by participating in a consultative manner to minimize conflicts and disagreements. FWS will recognize BLM's responsibility to balance wildlife interests with other concerns in multiple-purpose management.
- 3.** Both Agencies will consider all comments of the other and incorporate those deemed appropriate into decisionmaking

B. Inventory, Collection, and Analysis of Resource Data.

Principles: BLM is responsible for assuring the collection, inventory, and subsequent analysis of fish, wildlife, vegetative, and other resource related data on the public lands. FWS has responsibilities for collection and analysis of data to meet its requirements relative to endangered species, migratory birds and other species, and animal damage control (ADC). FWS is also concerned with the general adequacy of data and analysis for management and protection of wildlife, wild- life habitat, and T/E plant species on a national and regional basis.

Procedures:

1. Both Agencies will coordinate inventory system development and applicable data-gathering activities to foster a common and compatible resource data base, to share information, and to minimize conflicts and disagreements concerning adequacy of wildlife data. Joint efforts in this regard will be guided by the Interagency Agreement Relative to Classification and Inventory of Natural Resources, effective June 6, 1978. Both Agencies will work in partnership to ensure that needed data are obtained in a cost effective and expedient manner, including coordinating to use compatible inventory techniques and developing standards and methods to facilitate data exchange.
2. Each Agency will seek participation of the other in the actual conduct of data collection activities to meet their requirements. FWS and BLM will provide mutual support in terms of cooperative development of new methodology and inventory techniques that will facilitate data collection and mutual management decisions.
3. FWS will conduct inventories and collect data necessary for Critical Habitat determinations on private surface under which Federal minerals are located. This data will be provided to BLM when requested. All pertinent information on public lands will be made available to the FWS upon request.
4. BLM's land-use planning system contains an inventory, data, and information collection step. The regulations (43 CFR, Part 1600) which guide the BLM planning process identify specific opportunities for the FWS to participate in the preparation of resource management plans (RMPs).

<u>RMP Step</u>	<u>BLM Responsibility</u>	<u>FWS Input(s)</u>
a. Preplanning Analysis and Issue Identification	Determine wildlife resource data needs; develop planning/inventory schedule for wildlife resources; estimate financial requirements	Help identify general wildlife situations; recommend data elements needed to address wildlife issues when requested by BLM
b. Management Situation Analysis (MSA)	Identification of existing wildlife resource conditions and potentials on planning area basis	Help identify known significant wildlife habitats (existing and potential); provide other assistance, technical support, and advice upon request from BLM

C. Cooperation with State Fish and Wildlife Agencies.

Principles: Both agencies share the concern that State fish and wild- life resource agencies be routinely consulted to strengthen coordination and cooperative relationships. Every effort will be made to prevent duplicative requests or contacts for information and data assistance with these State agencies.

Procedures:

1. BLM State Directors and OCS Office Managers and FWS Area managers will keep each other apprised of actions planned or taken with State wildlife agencies on wildlife matters of mutual concern.
2. Whenever resource related research actions and nonoperational studies are proposed with State wildlife agencies by field units within BLM and FWS that are not administered by the FWS Area Manager or BLM State Director or OCS Office manager, it shall be the responsibility of the Director or Leader of that field unit to keep both the Area managers and State Directors informed.
3. BLM will ensure State wildlife agency involvement in its programs. Officials of both Agencies will also keep each other informed of their respective resource related activities on lands under their jurisdiction.

D. Environmental Analysis

Principles: The National Environmental Policy Act requires agencies taking major Federal actions significantly affecting the quality of the human environment to prepare environmental impact statements (EIS) on those actions. The preparation of environmental assessments (EA) and EISs must be carried out in consultation with all appropriate agencies and organizations.

Procedures:

1. Each Agency will keep the other apprised of current and projected EIS schedules via the regularly scheduled meetings of the FWS/BLM Coordinating Committee and by other means, as appropriate.
2. Each Agency will request from the other data and other inputs in- to the applicable EISs and EAs at the earliest possible date. Where one Agency has special expertise or unique talent needed by the other, such will be made available to the EIS or EA team under terms and conditions mutually agreeable to the concerned FWS Area Manager and BLM State Director or OCS Office manager. This may include detail of personnel to assist in EIS or EA preparation.
3. FWS and BLM budget requests for EISs, EAs, and associated work will be coordinated to reflect their respective responsibilities in the most cost-effective approach and to foster clear communications between the two Agencies. Where budgets are being formulated in advance for specific efforts, normally the budget of the Agency which has lead for such EIS or EA preparation shall be the vehicle for appropriate fund and

manpower requests. Coordination at the field level will be in accordance with procedures agreed to by FWS Area Managers and BLM State Directors and OCS Office Managers.

4. Each Agency will provide to the other review copies of draft EISs at the earliest possible time for official review and comment within specified time frames.

E. Research.

Principles: Resource related research efforts of both Agencies will be coordinated in the best interest of sound resource management and for maximum cost effectiveness.

Procedures:

1. Each Agency will be given an opportunity to identify and review the others's research proposals relating directly to its lands or management responsibilities in order to avoid duplication, help ensure management application when appropriate, and determine if similar re- search is being conducted by other sources.

2. Pertinent research results, including significant interim findings, of either Agency will be made available to the other on a timely basis. BLM State, District, and OCS offices are to be included on applicable FWS mailing lists, including cooperative fishery and/or wildlife units, for research reports and summaries on matters that relate or that are applicable to wildlife, mineral, and vegetative resource management on the public lands. FWS Regional and Area offices are also to be included on the mailing list for BLM Technical Notes.

3. FWS and BLM may conduct cooperative research either on public lands or elsewhere. FWS shall coordinate, in advance, with the appropriate BLM State Director, plans for research or special studies on public lands.

4. Annual meetings shall be held at the field and WO levels to coordinate research surveys, investigations, and studies being conducted which are of mutual program interest to both Agencies. This also includes such work being conducted by the FWS's Western Energy Land Use Team and The Eastern Energy land Use Team, cooperative research units, or other applicable entities of FWS and BLM's DSC. Such meetings shall be initiated, scheduled, and organized by mutual agreement of appropriate officials of both Agencies. Both FWS Area Managers and BLM State Directors and OCS Office Managers shall participate in such meetings when appropriate. Agenda items should provide for discussion/resolution of Agency needs and priorities relative to wildlife related considerations.

F. Information/Data Sharing.

1. Each Agency shall furnish or otherwise make available unpublished resource information and data to the other, upon request, when it is practical to do so.

2. Each Agency distributes technical publications and resource materials to aid in communications and to present program/activity information and results. Each Agency

shall ensure that appropriate field and headquarters offices of the other Agency are included in any such mailing lists maintained by its organizational elements.

3. Both Agencies shall explore ways to improve the exchange and distribution of resource-related materials which may be applicable to the planning, decisionmaking, and evaluation needs of the other.

4. Both agencies shall move expediently to implement mutually agreeable procedures for information/data collection, storage, or associated matters resulting from the Interagency Agreement Relative to Classification and Inventory of Natural Resources.

G. Endangered Species Consultation

Principles: Both Agencies are firmly committed to the protection of T/E species. Both also recognize the need and requirements for close consultation on any action which may affect such species or their habitat.

Procedures/Consultation:

1. General

(a) Whenever it is found that T or E species or their habitat may be affected by BLM activities, the concerned BLM State Director or OCS Office Manager must initiate consultation in accordance with Interagency Cooperation Regulations. Consultation may be necessary for species proposed for listing in construction type actions. To the extent that the concerned BLM State Director or OCS Office Manager and the FWS Regional Director can agree, and as provided for in the above regulations, an aggregate approach to consultation on the public lands will be followed.

(b) Whenever FWS finds that additional data are needed upon which to issue a biological opinion, such data must be provided by BLM before the consultation process can be concluded.

(c) It is jointly agreed that not all habitat modifications are prohibited, only those which destroy or adversely modify habitat essential to the conservation of a listed species.

(d) The FWS will provide methodology, expertise, and recommendations, upon request, to help resolve operational problems caused by endangered species on public lands.

2. Recovery Teams

(a) FWS shall provide technical leadership in developing and coordinating recovery plans for T or E species.

(b) BLM shall be afforded an opportunity to participate on recovery teams where such plans involve species inhabiting the public lands under its control.

(c) Recovery teams will not obligate either Agency to expend funds or establish specific time schedules for actions, but may recommend needed actions.

H. Sikes Act Cooperation

Principles: Both Agencies agree to the need for maintaining guidelines and procedures for the planning, coordination, and development of fish and wildlife programs under authority of the amended Sikes Act.

Procedures:

1. BLM will develop and implement comprehensive programs for conservation and rehabilitation of wildlife resources on the public lands under its control.
2. FWS, upon request and within its capability, will provide technical assistance to BLM relative to such comprehensive plans for management of the public-lands under BLM control.
3. State cooperative wildlife management plans developed in accordance with the Act shall be coordinated to the extent practical with statewide comprehensive plans developed under authority of the amended Fish and Wildlife Restoration Act, Public Law (P.L.) 91-502.

I. Fish and Wildlife Diseases

Principles: A variety of diseases are capable of inflicting heavy losses among fish and wildlife populations. To minimize losses from disease, both Agencies recognize the need for close cooperation in the early detection, quick and accurate diagnosis, and rapid implementation of suitable control activities.

Procedures: BLM State Directors, FWS Area managers--and where appropriate--OCS Office Managers will prepare contingency plans which will describe procedures and methods for combatting disease outbreaks which occur on public lands.

J. Fish and Wildlife Coordination Act Cooperation

Principles: Both Agencies agree that the Fish and Wildlife Coordination Act should be read and interpreted in the light of its primary purpose. Recognizing exclusion provided by Section 2(h) of the Act, the purpose is nonetheless to ensure that fish and wildlife and associated environments be given equal consideration and be coordinated with other features of waters resource development programs.

Procedures:

1. BLM will consult--at the earliest appropriate stage of its planning process--with the FWS and with the appropriate State and wildlife agency when it is proposing to construct or to permit actions involving water development that are not considered routine land management activities.
2. FWS will review and/or study the proposed water development activity and will prepare a report to BLM which will assess or concur in BLM's assessment of project impacts on fish and wildlife resources. In addition, FWS will make recommendation

and/or concur with BLM's recommendations on (1) how to prevent or compensate loss of fish and wildlife and associated resources, and (2) to improve or enhance these resources.

3. BLM will give full consideration in its decisions to the report and recommendations made by the FWS and will incorporate into the permit or lease appropriate stipulations that would prevent, compensate, and/or enhance fish and wildlife resources.

K. Permit Regarding Work Affecting Navigable Waters, Waters of the United States, and Ocean Waters.

Principles:

The Secretary of the Interior has delegated to the FWS the responsibility for investigating and reporting on applications for permits for dredging, filling, excavation, discharge of dredge or fill material, and other activities, including construction of facilities and works in the navigable waters and ocean waters of the United States issued by the Corps of Engineers (503 DM 1, August 3, 1973). Permits pursuant to the Rivers and Harbors Act of 1899, the Clean Water Act of 1977, the Marine Protection, Research, and Sanctuaries Act of 1972, and other applicable legislation may be required for activities conducted on public lands and waters under the control of BLM. Such permits may or may not fall under the provisions of 503 DM 1.

Procedures:

1. Proposals and applications for applicable activities and operations on public lands under BLM control and conducted by the BLM shall be coordinated by the BLM District Offices with the appropriate FWS Area or Field Office. BLM shall consult with FWS before a formal application is made to the appropriate regulatory agency.

2. For all permit applications falling under the provisions of 503 DM 1, BLM District Offices will be responsible for arranging for the receipt of permit applications, reviewing them in accordance with their program interest, communicating any recommendations on such applications promptly to the FWS Area or Field Office, and cooperating in resolution of differing views pursuant to Section 503.1.3 E.

L. Wild Horses and Burros

Principles: Both Agencies recognize the need for cooperative management of wild free-roaming horses and burros which normally range on their lands.

Procedures:

1. BLM State Directors and FWS Area Managers will develop agreements and, as appropriate, joint plans for the management of wild horses and burros which range interchangeably upon the lands of the other.

2. BLM State Directors shall consult with FWS Area Managers in those areas where wild free-roaming horses and burros are found to determine appropriate management levels for these animals and whether actions should be taken to remove excess animals.

M. Fire Management and Protection

Principles: The need for sound wildland fire management programs, rapid response to wildfire in high danger situations, and efficient utilization of fire control personnel and equipment is jointly recognized. Further, the use of prescribed burning as a habitat or other resource management tool will be practiced by both agencies, to extent appropriate.

Procedures: Each Agency will provide fire management assistance to the other as determined by appropriate field officials. Fire suppression capabilities of both Agencies will be coordinated, as appropriate, through the Boise Interagency Fire Center and through field officials designated by BLM State Directors and FWS Area Managers.

N. Animal Damage Control

Principles: All native animals are important in the functioning of public land ecosystems and are resources of value and interest to the people of the United States. It is recognized, however, the ADC measures are sometimes necessary for the protection of human health and safety, forest and rangeland resources, agricultural crops, and live- stock.

Procedures:

1. General

- (a)** The program will be consistent with the President's predator damage control policy and the goals and policies of the Secretary's November 9, 1979, decision on the ADC program.
- (b)** The program will be operated within the framework of a statewide plan to be developed by FWS Area Managers with input from BLM and other agencies, as deemed appropriate.
- (c)** Where an active program exists in a BLM District, the FWS will annually develop a plan setting forth predator damage management activities designed to alleviate documented livestock loss and respond to requests for control services. Such plans will be coordinated with the State wildlife agency.
- (d)** Authorization for predator damage control will be based on livestock operator requests and demonstrated need based on losses verified by FWS.
- (e)** To ensure an expeditious response to livestock damage problems, livestock operators will submit requests for predator control services directly to the FWS, in accordance with the ADC plan.
- (f)** Where there is a need for measures to resolve rodent damage problems, planned control activities will be incorporated into the plan based on needs identified by the BLM, FWS, and other appropriate sources.
- (g)** Predator damage control will be directed toward individual predators causing the damage rather than the general population and will be limited to the specific area where losses due to predators have been verified.

2. The FWS will:

(a) Take the lead in preparation of an annual operational predator management plan for each BLM District.

(b) Review and evaluate requests for control and conduct control work as provided for in the ADC plan pertaining to public lands.

(c) Ensure that the ADC activities are compatible with existing policies and all appropriate laws and regulations.

(d) Be responsible for overall coordination and management of the ADC program, including arrangement of interagency meetings however needed.

3. The BLM will:

(a) Identify and delineate human safety zones and similar areas where ADC will be restricted or not allowed.

(b) Participate in the evaluation of the need for ADC (including rodent) programs for the protection of BLM resources.

(c) Determine whether ADC will be authorized on the public lands under its stewardship and the manner in which such a control shall be implemented.

O. Cadastral Surveys

Principles: Cadastral surveying involves the creation and reestablishment of public land boundaries, the subdivision of the areas, and the determination of the amount of area within such surveys; the preparation of the official plat and written record of these surveys to be used in describing lands for patents, leases, or retention for Federal management purposes; and the preparation of protracted Federal boundaries over unsurveyed lands and offshore areas on the OCS.

Procedures:

1. Departmental cadastral surveying will follow the Manual of Instructions for the Survey of the Public Lands of the United States (1973 edition), and its amendments and supplements published by BLM. (See 757 DM 2.7.)

2. The BLM is responsible for the administration, coordination, and execution of the Public Land Survey System (PLSS). This includes the establishment and maintenance of a system for the storage and dissemination of survey data for use by local and national realty, land title, and mapping interests. The data also includes the geographic coordinates of all corner positions established or reestablished under, or directly related to, the PLSS. BLM is the custodian of the official U.S. public land survey records and maintains public information centers in those States which still have active cadastral survey programs in Washington, D.C. BLM is also responsible for establishing a direct line of cadastral survey data communication to the Department's National Mapping

Program (U.S. Geological Survey (USGS)) on a continuing basis (see 757 DM 2.3B, National Mapping Program).

3. BLM responsibilities include the segregation by survey of valid private rights acquired through a variety of public land laws, including the general mining laws. BLM is also responsible for determining the Federal offshore boundaries on the OCS.

4. The FWS will coordinate its cadastral surveying needs with BLM and will report to BLM all actions taken which serve to change the official PLSS records.

5. FWS shall submit its requirements for cadastral surveys to BLM with adequate lead time for program implementation. BLM will determine the appropriate action necessary to satisfy the needs of each request. This may include the use of existing survey data or original surveys or resurveys by BLM. Such surveys are normally provided by BLM on a reimbursable basis. In those cases where BLM authorizes FWS to perform the actual survey work, BLM will provide the necessary instructions, guidance and official approval of the records. The records of such surveys will then also enter the public domain.

P. International Activities

Principles: In the development and implementation of international treaties, agreements, and legislation, both Agencies will work cooperatively in the study, protection, and management of wildlife and other matters of mutual interest.

Procedures:

1. Each Agency will keep the other apprised of international actions of mutual concern.
2. Where mutually beneficial, both Agencies will jointly develop and implement programs to carry out international responsibilities.

Q. Withdrawals

Principals: The FWS and BLM jointly recognize that the National Wildlife Refuge System (NWFS) is an independent management system mandated by statute and that it is appropriate for public lands needed for units of the system, may be made available through section 204 withdrawal. It is also recognized that public lands needed for the system or for other FWS uses such as fish hatcheries, administrative sites, research areas, etc., be kept to a minimum necessary for proper administration of such areas.

Procedures:

1. To the greatest extent practical, alternatives to outright withdrawal of public lands will be considered along with withdrawals. Such alternatives include cooperative agreements and rights-of-way.
2. FWS and BLM agree that discretionary mineral leasing operation on lands withdrawn for FWS purposes shall be allowed after compatible and enforceable lease stipulations and terms have been agreed to by FWS.

3. It is recognized that most FWS lands are not subject to section 204(l) review provisions of the Federal Land Policy and Management Act of 1976. However, except for units of the NWRS, wherein by statute only Congress can remove lands from the System, the FWS will make every effort to return other withdrawn public land to BLM administration when such lands are no longer needed for FWS purposes.

4. FWS and BLM will cooperate to the fullest extent possible in order to process withdrawal applications to completion in a timely manner.

5. BLM shall promptly furnish FWS the status of pending applications for withdrawal and restorations upon request.

R. Pesticides and Other Toxic Substances

Principles: The application of pesticides is sometimes essential in the management of public lands for the protection of resources. It is recognized, however, that both positive and negative habitat changes may result from pesticide applications.

Procedures:

1. Pesticide applications on public lands will be operated within the framework of the BLM and Department policies. All such applications will adhere to the stipulations regarding use set forth in the registration labeling of the Environmental Protection Agency, which has the primary responsibility for directions regarding use and the safety of the chemicals labeled for use (P.L. 92 -516).

2. FWS has expertise which BLM may request for special projects involving the use of pesticides and other toxic substances.

6. RELATIONSHIPS TO STATE, OTHER AGENCIES, AND INSTITUTIONS

Nothing in this MOU is intended to modify in any manner the present or future cooperative programs of either Agency with States, other public agencies, or educational institutions.

7. OBLIGATION OF FUNDS

Nothing in this agreement shall be construed as obligating either party to the expenditure of funds in excess of appropriation authorized by law or otherwise commit either Agency to actions for which it lacks statutory authority.

8. RELATIONSHIPS TO PREVIOUS MEMORANDA OF UNDERSTANDING

The previously developed MOUs listed below become annexes to this Master MOU on the date subscribed by the last signatory, and are not changed by this agreement without prior joint review and concurrence. These include:

A. Interagency Coordination in Nonemergency Critical Habitat Determinations pursuant to Section 7 of the ESA of 1973 (effective March 18, 1976) (Annex 1).

B. Responsibility Definitions for OCS Operations (GS-BLM-FWS) (effective November 8, 1972) (Annex 11).

C. MOU concerning OCS Activities (effective March 30, 1976) (Annex

D. MOU between BLM, FWS, and USGS concerning OCS Environmental Research and Monitoring Activities (effective April 30, 1976) (Annex IV).

E. MOU between BLM, FWS and USGS on Geothermal Cooperative Procedures (effective June 6, 1976) (Annex V).

F. MOU between BLM and FWS on Mutual Law Enforcement Support (effective February 23, 1978) (Annex VI).

G. MOU on Coal (effective September 26, 1978) (Annex VII).

The previously developed MOUs listed below are rescinded upon signature of this MOU since appropriate components are incorporated in this agreement.

A. Sikes Act (P.L. 93-452) Implementation (effective November 4, 1975).

B. Interagency Committee on Program Coordination (effective January 23, 1975).

C. Joint Subcommittee on Energy and Minerals Development (effective October 6, 1975).

D. Joint Subcommittee on Wildlife Management (effective October 7, 1975).

E. Joint Subcommittee on Program and Budget Development (effective October 30, 1975).

9. EFFECTIVE DATE, REVIEW, AMENDMENT, AND TERMINATION

This agreement shall become effective upon the date subscribed by the last signatory, and shall remain in force until terminated by either Agency upon 90-days written notice. It shall be reviewed by all parties no later than Calendar Year 1981 for adequacy and timeliness. Amendments to existing wording within this agreement may be proposed by either Agency at any time and shall become effective upon joint approval.

10. BUDGET COORDINATION

To ensure maximum compatibility of budgetary requests and the subsequent distribution and utilization of funds, the following coordination functions shall apply:

A. Joint Review of Budget Materials

1. Each Agency shall provide the other an opportunity to review budgetary material relating to activities of mutual concern; e.g., coal.

2. To the extent possible, review opportunity shall be given sufficiently in advance of budgetary due to permit meaningful input and discussion before such budget material becomes final.
3. Neither Agency shall advance a program which is directly linked or referenced to the activities, actions, or authorities without advance consultation and mutual understanding as to the nature of that program and actions to be undertaken within the scope of this agreement.
4. Budget materials as used herein apply to Departmental Program Strategy Papers, Office of Management and Budget Estimates, Budget Justifications for Congressional Review, and any amendments or supplementals thereof.

B. Budget Year Consultation

1. Where the budget (or appropriations act) for the upcoming fiscal year (FY) in one Agency contains funds or positions earmarked for direct transfer to the other Agency, such funds and positions shall be identified in writing prior to the start of the FY for budget planning.
2. Where funds and manpower are to be retained in the Agency, but are to be committed toward those efforts involving both Agencies, each Agency shall, to the extent known, inform the other as to the approximate level of direct funding, its distribution, and expected accomplishments for the upcoming FY. Each Agency's plan shall be communicated to respective field office to facilitate further coordination at the State-Regional level.
3. Funds earmarked for cooperative research shall be identified and transferred to the Agency designated as "lead Agency" for the research. project.

C. Coordination Points

Coordination activities, as described in this section, shall be the primary responsibility of:

For BLM - Chief, Office of Budget

and

For FWS - Assistant Director - Planning and Budget

11. CONFLICT RESOLUTION

Should interagency controversy arise at any working level, the facts regarding such controversy shall be forwarded to the next higher level of authority for resolution.

May 27, 1980
Date

Frank Gregg
Director, Bureau of Land Management

May 27, 1980
Date

Lynn A. Greenwalt
Director, Fish and Wildlife Service